

**PORT TAMPA BAY  
MONTHLY BUSINESS MEETING  
MAY 16, 2017 - 9:30 AM**

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**J. Calendar of Events**

**155**

**May 23, 2017 - Propeller Club National Maritime Day Celebration,  
*Yacht Starship, 5:30 -8:30 pm***

**June 6, 2017 - PTMIA Seafood Night, *Yacht Starship, Dockside, 5:30 -  
8:30 pm***

**K. Date of Next Meeting**

**Tuesday, June 20, 2017, 9:30 am**

**L. Adjournment**

**A. INVOCATION AND PLEDGE**

**PUBLIC COMMENT**

**B. APPROVAL OF MINUTES**

**PRESENTATION OF CARGO AND CRUISE  
QUARTERLY REPORT**

**PRESENTATION AND APPROVAL OF  
FINANCIAL STATEMENT**

**C. APPROVAL OF CONSENT AGENDA**

**PORT TAMPA BAY  
Business Meeting  
April 18, 2017  
9:30 am**

The Port Tampa Bay (PTB) Business Meeting was called to order at 9:31 am with the following Board members present: Mr. Stephen W. Swindal, Chairman; Mr. Carl Lindell, Jr. Vice-Chairman; Mr. Patrick H. Allman, Secretary/Treasurer; Ms. Sandra Murman, Commissioner; Mr. Gregory Celestan, Commissioner; and Mayor Bob Buckhorn, Commissioner.

The following PTB senior management staff members were present: Mr. Paul Anderson, President/CEO; Mr. Charles Klug, Principal Counsel; Mr. Raul Alfonso, Executive Vice President and Chief Commercial Officer; Mr. Mike Macaluso, Chief Financial Officer; Mr. John Thorington, Vice President of Government Affairs and Board Coordination; Mr. Ram Kancharla, Vice President of Planning and Economic Development; Mr. Bruce Laurion, Vice President of Engineering; Mr. Wade Elliott, Vice President of Marketing; Mr. Lane Ramsfield, Vice President of Real Estate; Mr. Karl Strauch, Vice President of Branding and Regional Alliances; Ms. Joanne Toledo, Vice President of Human Resources; Ms. Donna Wysong, Vice President of Legal Affairs and Deputy Port Counsel; and Mr. Ken Washington, Chief Information Officer.

The public attendance sheet is Attachment 1.

**A. INVOCATION – PLEDGE**

Reverend Chuck Dewey gave the invocation and led the Pledge of Allegiance.

**B. PUBLIC COMMENT**

Mr. Tony Cuva, representing Yacht Starship/Pirate Water Taxi (Taxi), spoke regarding permitting and insurance requirements for the Taxi.

The public comment sheet is Attachment 2.

**APPROVAL OF MINUTES OF THE MARCH 21, 2017 BOARD MEETING**

Commissioner Murman, seconded by Mayor Buckhorn, moved to approve and receive the minutes of the March 21, 2017 Board Meeting. The motion carried unanimously.

**APPROVAL OF THE FINANCIAL STATEMENT OF SIX MONTHS ENDING MARCH 31, 2017**

Mr. Mike Macaluso presented the statement and reviewed specific line items.

In response to Commissioner Celestan's question regarding the meaning of the acronym "PORTS", Mr. Charles Klug stated that PORTS was, Physical Oceanographic Real-time System. Commissioner Celestan then asked if the remaining security grant revenue would be allocated for vehicles. Mr. Mark Dubina, Vice President of Security, stated that the remaining security grant funds were in various processes of being spent on several projects. The referenced security vehicles, which were approved by the Board at the March 21, 2017 meeting, would be funded from PTB's FY17 Capital Budget.

There being no further comments, Commissioner Murman, seconded by Mayor Buckhorn, moved to approve the Financial Statement of Six Months ending March 31, 2017. The motion carried unanimously.

**C. APPROVAL OF CONSENT AGENDA**

- 1. Approval of EPC Minor Work Permit No. 62754 – Submerged Lands Rule Variance for a Shared Private Residential Dock at 6624 Surfside Boulevard, Apollo Beach, Florida**
- 2. Approval of EPC Minor Work Permit No. 6227 – Submerged Lands Rule Variance for Private Residential Dock at 5026 Riviera Street, Tampa, Florida**
- 3. Approval of EPC Minor Work Permit No. 62956 – Submerged Lands Rule Variance for Replacement Seawall for the Private Residential Dock at 8805 S. Lagoon Street, Tampa, Florida**
- 4. Approval of Consent to Assignment of Lease from Isleworth Holdings, LLC to Mahjabeen Akhtar, as Trustee**

There being no comments, Commissioner Murman, seconded by Mayor Buckhorn, moved to approve the consent agenda as presented. The motion carried unanimously.

**D. REGULAR AGENDA**

- 1. Approval of Lease Agreement with Titan Metal Service, Inc.**

Mr. Lane Ramsfield, Vice President of Real Estate, outlined the item as presented in the write-up included in the agenda.

In response to Commissioner Murman's question regarding the financial effect of this agreement, Mr. Ramsfield stated that reducing the annual tonnage guarantee to 20,000 tons would reduce the Titan obligation by just under \$50,000. Mr. Klug added that there was a provision in this agreement and that the maximum credit in any one year would be \$30,000.

Mr. Anderson noted that Titan Metal Service, Inc. (Titan) is a small company that PTB was working with through global dynamics that have taken place and were impacting its business.

Mr. Chris Bush, of Titan, stated that Titan appreciated PTB's support, and that he hoped Titan would exceed any of the expectations moving forward. There was some continued discussion regarding the global steel and trade economy that was having a direct effect on the local market.

In response to Commissioner Allman's question regarding Titan's final product, Mr. Bush stated that Titan purchased steel directly from mills both domestic and offshore, bringing in coils up to 60,000 pounds. The coils are brought through the Titan facility where Titan breaks them down into either smaller coils or cuts them into ribbons which then go out to a manufacturer that makes HVAC, ceiling grid, lockers, elevators, etc. The end product is shipped via rail and some trucks.

There being no further comments, Commissioner Allman, seconded by Commissioner Lindell, moved to authorize the Port President/CEO or his designee, to execute an amendment to the Lease with Titan Metal Service, Inc., subject to review and approval by Principal Counsel. The motion carried unanimously.

**2. Approval of Amendment No. 1 to Gantry Cranes Fiber-Optic Infrastructure, Contract No. 16-03315, Adding Fiber-Optic Infrastructure Needed for Berth 219 Refrigerated Warehouse Facilities and Future RPMs**

Mr. Bruce Laurion, Vice President of Engineering, outlined the item as presented in the write-up included in the agenda item.

In response to Commissioner Allman's question regarding whether the fiber-optic line could be shared with other tenants, Mr. Laurion stated that Customs and Border Protection (CBP) required its cabling to be in its own sleeve and not be used by any other entity. Mr. Laurion also stated that staff reviewed installing T1 lines however, T1 lines would require an annual recurring cost of about \$70,000 with the fiber-optic lines only incurring the initial installation costs with no recurring fees. There was some continued discussion regarding costs for fiber connectivity for CBP. Mr. Laurion explained that CBP required PTB to bear the costs of installing the fiber-optic line and additional strands would be installed to allow for future expansion. Mr. Raul Alfonso stated that staff was in discussion with CBP to replace and relocate the existing container examination station (CES) building closer to the refrigerated warehouse facility to be a more efficient operation. Mr. Anderson added that radiation portal monitors (RPMs) were required by CBP to be installed and they could be tied into the fiber-optic infrastructure.

There being no further comments, Commissioner Murman, seconded by Commissioner Allman, moved to authorize Amendment No. 1 to existing Agreement No. 16-03315 with GSA Security, Inc. for the Gantry Cranes Fiber-optic Infrastructure in an amount not to exceed \$153,500, for the additional fiber-optic infrastructure referenced in the agenda item, subject to review by Principal Counsel. The motion carried unanimously.

**3. Approval of the Selection and Contract Award for General Planning Services Consultant, RFQ No. Q-005-17**

Mr. Ram Kancharla, Vice President of Planning and Economic Development, outlined the item as presented in the write-up included in the agenda.

In response to Commissioner Lindell's question regarding approving the annual limit of \$400,000, Mr. Kancharla stated that PTB would not be obligated to spend that entire amount annually and it would only be spent as needs may arise.

Commissioner Allman stated that approving this contract would provide staff the flexibility and capability to engage someone familiar with a particular area to devise conceptual plans as part of the development in that area.

There being no further comments, Commissioner Murman, seconded by Commissioner Allman, moved to authorize the Port President/CEO, or his designee, to enter into negotiations with Bermello Ajamil, & Partners, Inc. for general planning consultant services for a one (1) year contract beginning July 1, 2017 with two (2) consecutive one(1) year renewal options for general planning services, subject to review by Principal Counsel. The motion carried unanimously.

**4. Approval of Amendment to Cruise Ship Operating Agreement with Royal Caribbean Cruises Ltd.**

Mr. Greg Lovelace, Director of Marketing, Cargo and Cruise, outlined the item as presented in the write-up included in the agenda.

There being no comments, Commissioner Allman, seconded by Mayor Buckhorn, moved to authorize the Port President/CEO, or his designee, to execute an amendment to the cruise ship operating agreement with Royal Caribbean Cruises Ltd. In accordance with the terms and conditions as listed in the agenda item, subject to review by Principal Counsel. The motion carried unanimously.

**5. Approval of Authorization to Bind Property, Liability, and Flood Insurance Coverage for 2017-2018 Policy Year.**

Mr. Macaluso outlined the item as presented in the write-up included in the agenda.

Commissioner Celestan commended staff for their work in compiling the insurance summary.

There being no further comments, Commissioner Murman, seconded by Mayor Buckhorn, moved to authorize the Port President/CEO or his designee to bind the Property; Comprehensive General and Marine Liability (CGL) & Excess Liability; Public Official's Liability; Government Crime; Maritime Employers Liability; Boiler & Machinery; Hull and P&I; Vessel Owners Pollution; Foreign Liability; Storage Tank 3<sup>rd</sup> Party Liability; Commercial Automobile; Privacy (Cyber) Liability; Law Enforcement Legal Liability; Unmanned Aircraft Liability; and Flood Insurance from April 30, 2017 / May 1, 2017 to April 30, 2018 / May1, 2018 at the coverage levels and premiums as noted on the attachment included with the agenda item. Total cost for the policies including the HWI broker fee of \$52,000 will be a not-to-exceed amount of \$1,810,927. This authorization

will include a stipulation that premiums for the current year may increase or decrease depending upon PTB adding or deleting coverage.

Additionally, allow the Port President/CEO or his designee to bind coverage with alternate underwriters if those underwriters provide greater coverage at the same premium or the same coverage at a lower premium. The PTB Board of Commissioners would be advised of any such changes at the May 2017 Board meeting. The motion carried unanimously.

#### **E. RECEIPT OF REPORTS**

- 1. Report of Legal Fees by Project**
- 2. Report of Aged Account Receivables**
- 3. Report of Contract Status**
- 4. Report of Work Permits**
- 5. Report of Expenditures Between \$50,000 and \$100,000**

There being no comments, Commissioner Murman, seconded by Mayor Buckhorn, moved to receive the reports as presented. The motion carried unanimously.

#### **F. EXECUTIVE DIRECTOR REPORT**

Mr. Anderson reported that last month, PTB participated in the Florida Chamber's Capital Days event in Tallahassee, as well as Hillsborough Day at the State Capitol. Mr. Anderson thanked Commissioner Murman for her strong leadership for this event, as well as Mr. John Thorington, who takes part in these events every year when the legislature is in session.

Mr. Anderson also had the opportunity to go to Washington, D.C. with colleagues Ram Kancharla and John Thorington, and participated in the American Association of Port Authorities Annual Spring Conference, which provided numerous opportunities for meetings with key legislators, members of Congress, executive branch agencies and business partners. Mr. Anderson also had the opportunity to speak on a panel about the just completed Vision 2030 Master Plan and the process of port planning to this hemispheric trade meeting.

Mr. Anderson also stated that he continued to be honored to represent PTB as the chair of the Florida Ports Council. Last month the Ports Council held its spring meeting in Tallahassee, where key agency partners and other stakeholders joined ports from around the state.

Mr. Anderson reported that at the invitation of Pinellas County Chair Janet Long, he was pleased to address the Pinellas County Commission the previous week. Over half of the Commission members had been out to tour PTB and Mr. Anderson appreciated the warm reception he received and the great questions posed to him by the Commission.

Mr. Anderson thanked PTB staff for their efforts in organizing a day-long educational event the previous week for the "Moffitt Healthy KIDZ" program. Mr. Anderson also thanked other partners for the event, The Florida Aquarium and Splitsville, that hosted the group of approximately 60 high school and middle school students. Many assets of the port were highlighted to the aspiring young people.

Mr. Anderson noted that following his visit with Congressman Charlie Crist in Washington, D.C., two of Congressman Crist's staff members from his Washington, D.C. office toured the port

the previous week as part of PTB's proactive and ongoing efforts to lead tours for a wide range of staff and elected members and appointed regulators to show the enormous economic benefits that PTB provides as well as share some of the opportunities for them to engage and help with the port.

Mr. Anderson recognized the Chairman of the Tampa Bay Harbor Safety and Security Committee, Terry Fluke, and all the members of the committee, on the occasion of the organization's 20<sup>th</sup> anniversary.

## **G. PRESENTATIONS**

Mr. Mark Rachal, Sanctuary Manager for Audubon Florida, and Mr. Mark Dubina, Vice President for PTB Security, outlined a presentation titled, "Interagency Law Enforcement Workshop: Port Tampa Bay, Law Enforcement and the Environmental Community Working Together."

In response to Chairman Swindal regarding predator control, Mr. Rachal stated that islands were the solution to four-legged predators and live traps were placed for mostly raccoons. There is no control for aerial predators such as fish crows and hawks.

The Interagency Law Enforcement Workshop presentation is Attachment 3.

## **H. NEW BUSINESS / COMMISSIONERS' COMMENTS**

Commissioner Allman stated the Board needed to respond to issues raised during the public comment section when they are presented in a reasonable manner. Mr. Allman's response to Mr. Cuva's comments with respect to the Pirate Water Taxi noted his disappointment the process took so long. Commissioner Allman thanked PTB Vice President of Legal Affairs, Ms. Donna Wysong for facilitating a successful resolution to the matter. Commissioner Allman also thanked Captain of the Port, U.S. Coast Guard Captain Holly Najarian, for her support in applying reasonable security and safety standards with respect to the Pirate Water Taxi's proposed plan. Commissioner Allman requested a report from Mr. Anderson, at the next PTB Board of Commissioners monthly business meeting, on the tariff to make sure insurance standards were being applied equitably and fairly. Commissioner Allman then stated that he backed PTB staff in the requirement to get an amendment signed and resolve the permitting and insurance issues.

Chairman Swindal noted that WTVT, local Tampa Channel 13, presented a positive feature on the container gantry cranes and encouraged guests to view the feature.

## **I. FUTURE PROPOSED PROJECTS**

Mr. Anderson noted the list of upcoming projects and encouraged vendors to submit bids and/or proposals.

**J. CALENDAR OF EVENTS**

Mr. Anderson noted the following events:

April 21, 2017 – Port Tampa Bay Charity Golf Tournament to Benefit Tampa Port Ministries and Tampa Bay Maritime Scholarship Foundation, *Eagles Golf Club*

April 19-21, 2017 – Propeller Club Port of Tampa Hosting Southeast Regional Conference, *Sheraton Riverwalk Hotel*

**K. NEXT MEETINGS**

Chairman Swindal announced that the next Board meeting would be held on Tuesday, May 16, 2017, 9:30 am.

**L. ADJOURNMENT**

There being no further business, the meeting adjourned at 10:53 am.

ATTEST:

\_\_\_\_\_  
Stephen Swindal, Chairman

\_\_\_\_\_  
Patrick H. Allman, Secretary/Treasurer

**PORT TAMPA BAY BUSINESS MEETING**  
**APRIL 18, 2017 – 9:30 a.m.**

**PUBLIC ATTENDANCE SIGN-IN SHEET**

<u>NAME</u>	<u>BUSINESS</u>
PETER TIBBETT	CITGO PETROLEUM
Ernest W. Richards Jr.	I.L.A. Local 1402
Mike Sokas	AWI
Brian Hunton	FDOT
Mike Brown	FDOT
Melanie Jantschke	Haskell
Randall Reid	JE Dunn
DAVE SLAWIAK	GLF CONST.
Scott Sutek	Intertek - PSI
Genevieve Ottawa	Walbridge
FRANK RYAN	WALBRIDGE
WALT REIGNER	AMEC Foster Wheeler
Bill Kuzmick	<del>AMEC</del>
KAREN SOMERDER	WSP/ PARSONS BRINCKERHOFF
Mark Pachal	Audubon Florida
Alan Pierce	ESD Waste 2 Water

Additional spaces on next page.

**PORT TAMPA BAY BUSINESS MEETING**  
**APRIL 18, 2017 – 9:30 a.m.**

**PUBLIC ATTENDANCE SIGN-IN SHEET**

**NAME****BUSINESS**

Cindy Cox

Terracon Consultants, Inc.

CHRIS BUSH

TITAN METAL

Frank Kalpalak

Renaissance Planning

Arthur Savage

A. A. Savage &amp; Son

Jonathan Thrasher

Ernst &amp; Young - PSA

Marly Millburg

Ardaman

Kristen Chittenden

Hendry Marine

Jim Long

KUT INC PR

Kim Jackson

TROY MANTHEU

YACHT STARSHIP/PWT

Nathan Badd

HDR

Allen Thompson

Tampa Bay Pilots

Tommy CoVA

BASO CoVA

Philip Erbland

S+ME, Inc.

Dennis Manelli

Hendry Marine

Steve Hall

ILA 1402

Additional spaces on next page.

**PORT TAMPA BAY BUSINESS MEETING**

**APRIL 18, 2017 – 9:30 a.m.**

**PUBLIC ATTENDANCE SIGN-IN SHEET**

NAME

BUSINESS

DAVID WILLIAMS

Squire Patton Boggs

Sharon Mangione

Greenberg Traurig

DAVID FERRARO

WASER Consulting

Robyn Huber

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# PORT TAMPA BAY BUSINESS MEETING

APRIL 18, 2017 – 9:30 a.m.

## PUBLIC COMMENT SIGN-IN SHEET

Public Comments may be made at the beginning of the Business Meeting, and/or prior to each Agenda Item. Please specify if you plan to speak at the beginning of the meeting and/or prior to an Agenda Item and list the agenda item number.

**To make comments at beginning of meeting:**

**NOTE: If you wish to speak at the beginning of the meeting AND before a regular item, please sign in both places.**

<u>NAME / ADDRESS</u>	<u>TOPIC / AGENDA ITEM NUMBER(S)</u>
TONY COVA	Yacht Starship Private Water Taxi

**To make comments on specific agenda items:**

<u>NAME / ADDRESS</u>	<u>AGENDA ITEM NUMBER(S)</u>

**PLEASE NOTE:** Members of the public wishing to make a statement have three (3) minutes to address the Board of Commissioners. Prepared written statements may be submitted to the recording secretary. Persons addressing the Board shall step up to the speaker's lectern and state their names and addresses.



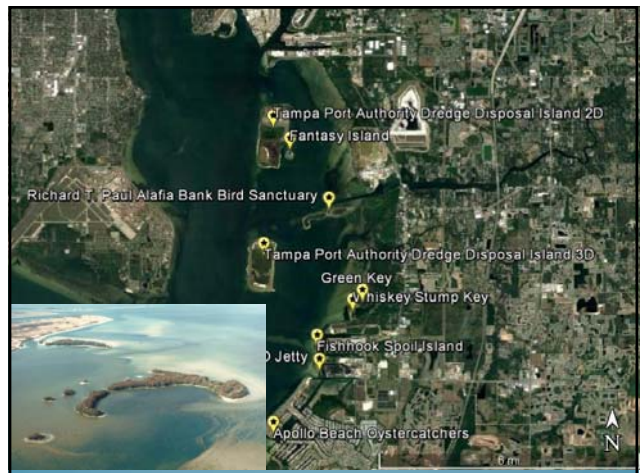
INTERAGENCY LAW ENFORCEMENT WORKSHOP: PORT TAMPA BAY, LAW ENFORCEMENT AND THE ENVIRONMENTAL COMMUNITY WORKING TOGETHER



Mark Dubina  
Vice President of Security



Mark Rachal  
Sanctuary Manager

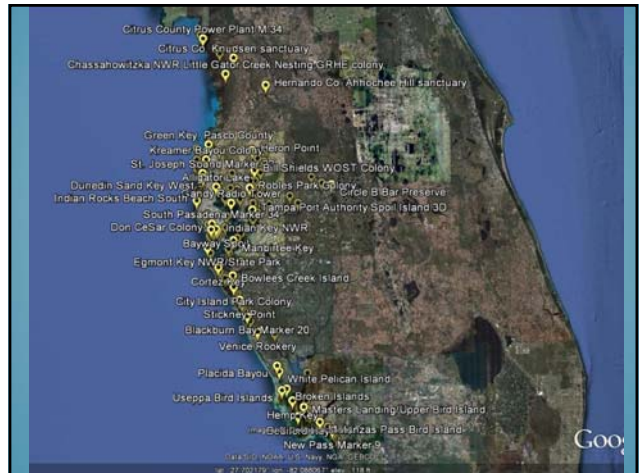





## FLORIDA COASTAL ISLANDS SANCTUARIES

*Scope of Work*

- Territory from Levy to Lee Counties
- Coastal and Inland colony sites
- Colonial and solitary nesters
- Bird census and habitat management
- Partnerships





## FCIS MANAGEMENT ACTIVITIES

- *Vegetation control*
- *Predator control*
- *People patrol*
- *Erosion control*

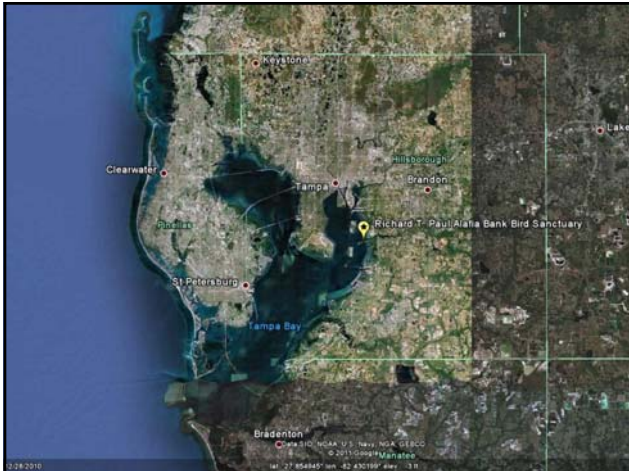
## PEOPLE (DISTURBANCE) PATROL






BirdLife International and National Audubon Society recognize global significance of the Hillsborough Bay Important Bird Area

**Tampa, FL** – BirdLife International and the National Audubon Society have ranked the Hillsborough Bay Important Bird Area (IBA) as a globally significant site, based on the bird populations found there. Spoil islands in Hillsborough Bay provide key nesting, wintering, and migratory habitat for bird species. The islands are the Richard T. Paul Alafia Bank Bird Sanctuary located west of the mouth of the Alafia River (comprised of two islands, Sunken Island to the west and Bird Island to the east), and Port Tampa Bay Spoil Islands 2D and 3D, located east of the main Tampa shipping channel. The Alafia Bank Bird Sanctuary is owned by Mosaic and managed through a long-term lease by the National Audubon Society/Audubon Florida's Florida Coastal Islands Sanctuaries.



## HILLSBOROUGH BAY



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## RICHARD T. PAUL ALAFIA BANK CRITICAL WILDLIFE AREA

### Alafia Banks CWA Re-establishment Hillsborough County

- Addition of Sunken Island
- Posted in-water buffer (red)
  - 100 feet from island
- Year-round closure



Proposed Boundary/Posted Buffer



### INTERAGENCY LAW ENFORCEMENT WORKSHOP Bird Protection – Laws and Resources Friday, April 14, 2017

Hosted by Port Tampa Bay  
Cruise Terminal 2 - 815 Channelside Drive, Tampa, FL 33602

Sponsored by Audubon Florida, Port Tampa Bay, U.S. Fish and Wildlife Service, the Florida Fish and Wildlife Conservation Commission, and the Tampa Bay Environmental Restoration Fund

**Workshop Objectives:**

- Increase knowledge of federal, state and local laws pertaining to wildlife & conservation lands.
- Develop tools for site visit coverage pertinent to various wildlife laws.
- Increase case readiness to improve wildlife go/no-go and advice given.
- Provide useful information about nationally significant waterbird populations.
- Review and highlight regional waterbird resources.

**AGENDA (PROPOSED TO BE SUBJECT TO CHANGE)**  
 To register, please contact Amy Paul - [amy@audubonfla.org](mailto:amy@audubonfla.org) 813.282.4626

**8:30 Breakfast & Check In**

**8:45 Welcome, Introductions, Workshop Expectations**  
Mark DeWine - Port Tampa Bay and Major Region Young - FWC

**8:55 Behavior, Status, & Identification of Colonial Waterbirds, Waterfowl & Migratory Birds**  
Aron Paul - Audubon (waterfowl birds & pelicans) and Kat Tatum - FWC (waterfowl birds)

**9:25 Federal Wildlife Laws, Endangered Species, & Migratory Bird Acts, Neotoma and Marine Mammal and Fur Seal Protection Laws - Federal Wildlife Officer Craig Chomco - USFWS**

**9:50 State Wildlife and Resource Protection Laws including CWA and Marine Zone Rules**  
Liekeann Dahl Paterson - FWC

**10:15 Break**

**10:30 Regionally Important Bird Areas and Critical Wildlife Areas**  
Mark DeWine - Audubon

**10:45 Port Tampa Bay Dredge Material Management Areas & Port Security**  
Mark DeWine - FWS Security Director

**11:00 Applications and Security Discussion**

**Non:** Evaluation & Wrap Up





**ACCESS LIMITS ON TAMPA PORT AUTHORITY (TPA) PROPERTY FOR MIGRATORY BIRD NESTING SITES IN HILLSBOROUGH BAY**

**NO TRESPASSING YEAR ROUND**  
 (Within TPA Owned Property. No Landing of Recreational Boats Allowed)  
 \*Within the 100 Footwide Buffer Buffer - CONTACT THE WARDEN AT AUDUBON FL SANCTUARIES

**NO TRESPASSING YEAR ROUND**  
 (Includes An Access Point 100 Feet From Critical Wildlife Area Buffer)  
 \*\*BARRIER FENCED (During Occupancy) (24/7 Open to 24/7) (No Access) (No Recreational Boats) (No Landing of Recreational Boats) (No Landing of Recreational Boats)

All highlighted areas are properly posted per state statute with "NO TRESPASSING" signage.  
 THE TAMPA PORT AUTHORITY WILL SUPPORT AND ENFORCEMENT ACTIONS INITIATED BY LC OFFICERS.  
 The signage includes the 24/7 telephone number for the Tampa Port Authority Operations Desk.  
**(813) 243-1884**

Law Enforcement may call this number to confirm if a person(s) has authorization to be on these properties. In general, port staff, port contractors and persons associated with the regulatory bird programs are the only persons authorized to be on property. Recreational boaters, campers and hikers are never given authority to use Port properties.

TAMPA BAY

THANK YOU!  
 ANY QUESTIONS?

**Audubon** FLORIDA

Florida Coastal Islands Sanctuaries  
 Mark Rachal, Sanctuary Manager  
 410 South Ware Boulevard, Suite 702, Tampa, FL 33619  
 813-623-6826 Office  
 mrachal@audubon.org

Port Tampa Bay  
**Port Tampa Bay Public Berths**  
 FY17 VS FY16 1st & 2nd Quarters (Oct-March)

BULK CARGO				
	FY17	FY16	Inc(Dec)	%
COMMODITY	NET TONS	NET TONS		
<b>DRY BULK CARGO</b>				
CEMENT, BULK	235,582	89,016	146,566	165%
GRANITE ROCK, BULK	389,129	327,828	61,301	19%
LIMESTONE	956,365	999,557	(43,192)	-4%
PRILLED SULPHUR	266,627	50,331	216,296	430%
PHOSPHATIC CHEMICAL, BULK	458,864	366,868	91,996	25%
<i>Other Dry Bulk Commodities</i>	171,660	128,965	42,695	33%
<b>Total Dry Bulk Cargo:</b>	<b>2,478,226</b>	<b>1,962,565</b>	<b>515,661</b>	<b>26%</b>
<b>LIQUID BULK CARGO</b>				
AMMONIA, ANHYDROUS	159,565	198,894	(39,329)	-20%
CONCENTRATE & CITRUS JUICE	70,949	40,827	30,122	74%
PETROLEUM PRODUCTS	3,599,801	3,506,096	93,705	3%
SULPHUR, LIQUID	222,015	409,635	(187,620)	-46%
SULPHURIC ACID	28,551	41,418	(12,867)	-31%
<i>Other Liquid Bulk Commodities</i>	95,150	87,896	7,254	8%
<b>Total Liquid Bulk Cargo:</b>	<b>4,176,031</b>	<b>4,284,766</b>	<b>(108,735)</b>	<b>-3%</b>
<b>TOTAL BULK CARGO:</b>	<b>6,654,257</b>	<b>6,247,331</b>	<b>406,926</b>	<b>7%</b>
<b>GENERAL CARGO</b>				
	FY17	FY16	Inc(Dec)	%
Commodity	NET TONS	NET TONS		
Containerized	254,865	203,304	51,561	25%
Scrap Metal	281,751	136,110	145,641	107%
Steel Products	173,256	100,227	73,029	73%
Vehicles <sup>1</sup> (in tons)	62	905	(843)	-93%
<i>Other General Cargo Commodities</i>	4,264	6,718	(2,454)	-37%
<b>TOTAL GENERAL CARGO:</b>	<b>714,198</b>	<b>447,264</b>	<b>266,934</b>	<b>60%</b>
<b>TOTAL BULK AND GENERAL:</b>	<b>7,368,455</b>	<b>6,694,595</b>	<b>673,860</b>	<b>10%</b>
<b>TEUS<sup>2</sup> (includes empties)</b>	<b>25,224</b>	<b>23,236</b>	<b>1,988</b>	<b>9%</b>
<b>Passengers<sup>3</sup></b>	<b>600,145</b>	<b>561,859</b>	<b>38,286</b>	<b>7%</b>
<b>No. of Sailings</b>	<b>139</b>	<b>129</b>	<b>10</b>	<b>8%</b>

**Notes:**

1Does not include tractors, trailers or ferry vehicles

2Port Authority Berths only-includes empties

3 Includes embark/disembark/intransit passengers

Data as of 5/8/2017

Subject to Change by ETA Date

# Total Port Berths

## FY17 VS FY16 1st & 2nd Quarters (Oct-March)

BULK CARGO				
	FY17	FY16	Inc(Dec)	%
COMMODITY	NET TONS	NET TONS		
<b>DRY BULK CARGO</b>				
CEMENT, BULK	235,582	99,016	136,566	138%
COAL	1,043,602	718,407	325,195	45%
GRANITE ROCK, BULK	389,129	327,828	61,301	19%
LIMESTONE	956,365	1,032,904	(76,539)	-7%
PRILLED SULPHUR	266,627	50,331	216,296	430%
PHOSPHATE, ROCK/CHEMICAL	4,058,916	3,296,236	762,680	23%
<i>Other Dry Bulk Commodities</i>	473,837	676,777	(202,940)	-30%
<b>Total Dry Bulk Cargo:</b>	<b>7,424,057</b>	<b>6,201,499</b>	<b>1,222,558</b>	<b>20%</b>
<b>LIQUID BULK CARGO</b>				
AMMONIA, ANHYDROUS	729,567	638,517	91,050	14%
CONCENTRATE & CITRUS JUICE	70,949	40,827	30,122	74%
PETROLEUM PRODUCTS	8,371,571	8,296,308	75,263	1%
SULPHUR, LIQUID	1,459,388	1,565,678	(106,290)	-7%
SULPHURIC ACID	28,551	41,418	(12,867)	-31%
<i>Other Liquid Bulk Commodities</i>	138,957	112,315	26,642	24%
<b>Total Liquid Bulk Cargo:</b>	<b>10,798,983</b>	<b>10,695,063</b>	<b>103,920</b>	<b>1%</b>
<b>TOTAL BULK CARGO:</b>	<b>18,223,040</b>	<b>16,896,562</b>	<b>1,326,478</b>	<b>8%</b>
<b>GENERAL CARGO</b>				
	FY17	FY16	Inc(Dec)	%
Commodity	NET TONS	NET TONS		
Containerized	254,865	203,304	51,561	25%
Scrap Metal	316,885	153,434	163,451	107%
Steel Products	173,256	100,227	73,029	73%
Vehicles <sup>1</sup> (in tons)	62	905	(843)	-93%
<i>Other General Cargo Commodities</i>	20,360	15,319	5,041	33%
<b>TOTAL GENERAL CARGO:</b>	<b>765,428</b>	<b>473,189</b>	<b>292,239</b>	<b>62%</b>
<b>TOTAL BULK AND GENERAL:</b>	<b>18,988,468</b>	<b>17,369,751</b>	<b>1,618,717</b>	<b>9%</b>
<b>VESSELS</b>				
Barge	441	473	(32)	-7%
Cruise	139	129	10	8%
Tug	387	461	(74)	-16%
Vessel	520	443	77	17%
<b>TOTAL VESSELS:</b>	<b>1,487</b>	<b>1,506</b>	<b>(19)</b>	<b>-1.3%</b>
<b>TEUS<sup>2</sup> (includes empties)</b>	<b>25,224</b>	<b>23,236</b>	<b>1,988</b>	<b>9%</b>
<b>Passengers<sup>3</sup></b>	<b>600,145</b>	<b>561,859</b>	<b>38,286</b>	<b>7%</b>
<b>No. of Sailings</b>	<b>139</b>	<b>129</b>	<b>10</b>	<b>8%</b>

<sup>1</sup>Does not include tractors, trailers or ferry vehicles  
Includes all port berths; foreign and domestic cargo  
Vessel includes training vessels, repair/idle vessels  
Data as of 5/8/2017  
Subject to Change

**Tampa Port Authority**  
**Budgetary Comparative Statement of Revenues and Expenses**  
**with Debt Service Coverage**  
**For the seven (7) months ending April 2017 and 2016**

YTD Apr 2016 Actual	YTD Apr 2017 Actual	Favorable (Unfavorable)	%		YTD Apr 2017 Budget	YTD Apr 2017 Actual	Favorable (Unfavorable)	%
<b>-----Operating Revenue-----</b>								
24,239,193	26,398,703	2,159,511	8.9%	Port Usage Fees	25,743,119	26,398,703	655,584	2.5%
7,025,705	7,201,936	176,232	2.5%	Rentals	6,788,404	7,201,936	413,532	6.1%
407,241	386,811	(20,430)	-5.0%	Other Operating	412,945	386,811	(26,134)	-6.3%
<b>31,672,138</b>	<b>33,987,450</b>	<b>2,315,312</b>	<b>7.3%</b>	<b>-----Total Operating Revenue-----</b>	<b>32,944,467</b>	<b>33,987,450</b>	<b>1,042,983</b>	<b>3.2%</b>
<b>-----Operating Expense-----</b>								
7,716,135	8,137,797	(421,662)	-5.5%	Personnel	7,993,874	8,137,797	(143,924)	-1.8%
554,454	508,472	45,983	8.3%	Promotional	930,931	508,472	422,460	45.4%
7,489,618	8,467,804	(978,186)	-13.1%	Administrative	8,485,235	8,467,804	17,430	0.2%
<b>15,760,208</b>	<b>17,114,073</b>	<b>(1,353,865)</b>	<b>-8.6%</b>	<b>-----Total Operating Expense-----</b>	<b>17,410,040</b>	<b>17,114,073</b>	<b>295,967</b>	<b>1.7%</b>
<b>15,911,930</b>	<b>16,873,377</b>	<b>961,447</b>	<b>6.0%</b>	<b>-----Operating Income-----</b>	<b>15,534,428</b>	<b>16,873,377</b>	<b>1,338,949</b>	<b>8.6%</b>
<b>Non-Operating Rev/(Exp)</b>								
165,597	140,593	(25,004)	-15.1%	Interest Income	155,625	140,593	(15,032)	-9.7%
(2,120,296)	(1,824,818)	295,478	-13.9%	Interest Expense	(2,060,926)	(1,824,818)	236,108	-11.5%
10,719,719	10,817,126	97,407	0.9%	Ad Valorem Tax Receipts	10,879,298	10,817,126	(62,171)	-0.6%
(958,195)	(1,171,314)	(213,118)	22.2%	Other Net	(1,043,078)	(1,171,314)	(128,235)	12.3%
<b>7,806,825</b>	<b>7,961,588</b>	<b>154,762</b>	<b>2.0%</b>	<b>-----Net Non-Operating Revenue-----</b>	<b>7,930,918</b>	<b>7,961,588</b>	<b>30,669</b>	<b>0.4%</b>
<b>23,718,756</b>	<b>24,834,964</b>	<b>1,116,209</b>	<b>4.7%</b>	<b>-----Net Income without Grants-----</b>	<b>23,465,346</b>	<b>24,834,964</b>	<b>1,369,618</b>	<b>5.8%</b>
15,631,302	5,513,877	(10,117,426)	-64.7%	<b>-----Grants-----</b>	12,150,000	5,513,877	(6,636,123)	-54.6%
<b>39,350,058</b>	<b>30,348,841</b>	<b>(9,001,217)</b>	<b>-22.9%</b>	<b>Net Income with Grants</b>	<b>35,615,346</b>	<b>30,348,841</b>	<b>(5,266,505)</b>	<b>-14.8%</b>
<i>*Before Depreciation/Amortization</i>								
<b>Debt Service Coverage</b>								
<i>(based on preceding 12-month period)</i>								
23,042,328	21,830,706	(1,211,622)	-5%	<b>Total Available for Debt Service</b>				
14,428,014	14,181,371	(246,644)	-2%	<b>Combined Debt Service, Parity Bonds</b>				
1.60	1.54			<b>Bond Coverage, Parity Bonds</b>				
14,481,406	14,410,117	(71,290)	0%	<b>Combined Debt Service, Parity &amp; Junior</b>				
1.59	1.51			<b>Bond Coverage, Parity &amp; Junior Bonds</b>				

**SUBJECT: PORT TAMPA BAY MINOR WORK PERMIT 17-009 - SUBMERGED  
LANDS RULE VARIANCE FOR YACHT STARSHIP BARGE  
REPLACEMENT AT 603 CHANNELSIDE DRIVE**

**BACKGROUND:**

Port Tampa Bay (PTB) received Minor Work Permit Application No. 17-009 on April 27, 2017 for the replacement of an existing 120-foot by 30-foot floating mooring barge with a 160 foot by 42 foot floating barge for use at the Yacht Starship (YSS) license area along Garrison Channel. YSS has operated at this location for the past 15 years, pursuant to a license agreement with PTB, as amended (License), utilizing floating barges to moor its boats and board passengers.

The existing 4,912 square foot floating barge is in need of replacement. A variance has been requested since the proposed barge exceeds the typical size limit of a minor work permit for a docking facility, pursuant to Section 25 of PTB's enabling act (Chapter 95-488, Laws of Florida) (Act) and adopted submerged lands management rules (Rules).

**FACTS/COMMENTS:**

The Act and Rules regulate the allowable size for marine structures and provide for a variance procedure if certain conditions are met which assure that the requested variance is not contrary to the spirit and intent of the Rules and arises from a unique and peculiar submerged land or riparian property.

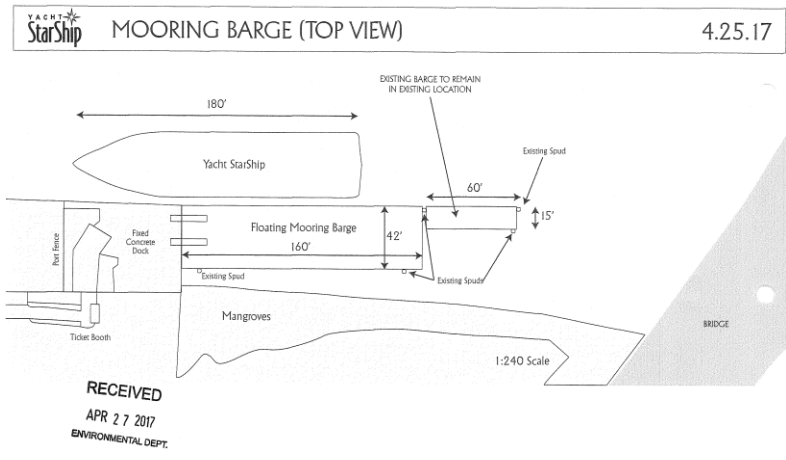
This subject site and the operational setup of the Yacht Starship are unique in the Port District and the utilization of the floating barges rather than a hardened shoreline allows the protection of the existing mangrove fringe. The proposed replacement 6,720 sq. ft. barge would be located entirely within the applicant's License area, will not impact the environment, and will not impede navigation. The application is supported by the Environmental Protection Commission reviewing staff and no objections were submitted by the adjacent property owner(s).

PTB staff has reviewed the application and recommends approval of the variance for this specific site and unique operation.

**RECOMMENDATION:**

Authorize the Port President/CEO, or his designee, to grant the variance set forth above, subject to review by Principal Counsel.

Board Meeting  
May 17, 2017  
Environmental #144254



**SUBJECT: EPC MINOR WORK PERMIT 62821 - SUBMERGED LANDS RULE  
VARIANCE FOR PRIVATE RESIDENTIAL DOCK AT 6602 SURFSIDE  
BOULEVARD, APOLLO BEACH, FLORIDA**

**BACKGROUND:**

Mr. Bradford Bartholomew submitted Minor Work Permit Application No. 62821 to the Environmental Protection Commission of Hillsborough County (EPC), pursuant to the Interlocal Agreement between EPC and Port Tampa Bay (PTB) delegating the processing and issuance of certain minor work permits. The application proposes expansion of an existing, previously permitted private residential dock at 6602 Surfside Blvd., Apollo Beach, Florida currently owned by Mr. Bartholomew with a shoreline of 100 linear feet.

The existing 2,192 square foot dock with a covered boat lift was permitted through EPC MWP #59274 with a variance approved by the PTB Board on September 15, 2015 for Mr. Bartholomew. The previous and current variance request exceeds the allowable limit of ten (10) square feet of preempted area for each linear foot of shoreline owned by the applicant along the affected waterbody for private single-family docking facilities within the general resource management standards of the PTB submerged lands management Rules (Rules).

**FACTS/COMMENTS:**

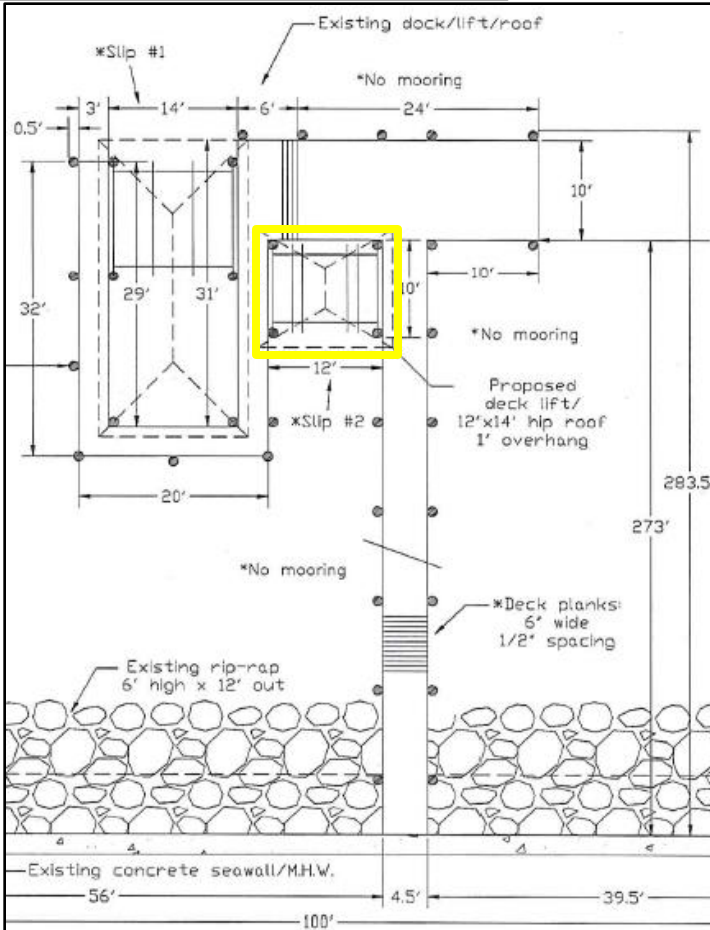
The Rules regulate the allowable size for private residential marine structures and provide for a variance procedure if certain conditions are met which assure that the requested variance is not contrary to the spirit and intent of the Rules and arises from a unique and peculiar submerged land or riparian property. The PTB Board has approved several variances for similar structures at other nearby single family residential homes along the western side of Surfside Boulevard in Apollo Beach.

The proposed modification is to construct a covered 10 foot by 12 foot personal watercraft (PWC) deck lift totaling 2,324 square feet for the overall structure. Due to the length of the access walkway needed to traverse the shallow shoal and the proposed expansion, the dock structural area exceeds the 10:1 allowable limit unless a variance is granted for the proposed 132 square foot addition. All other aspects of the proposed structure meet the Rules. The application is supported by the EPC reviewing staff. PTB staff has reviewed the application and recommends approval of the variance.

**RECOMMENDATION:**

Authorize the Port President/CEO, or his designee, to grant the variance set forth above, subject to review by Principal Counsel.

Board Meeting  
May 16, 2017  
Environmental #144220



**SUBJECT: EPC MINOR WORK PERMIT 62819 - SUBMERGED LANDS RULE  
VARIANCE FOR PRIVATE RESIDENTIAL DOCK AT 6528 SURFSIDE  
BOULEVARD, APOLLO BEACH, FLORIDA 33572**

**BACKGROUND:**

Mr. Jaime Scarola submitted Minor Work Permit Application No. 62819 to the Environmental Protection Commission of Hillsborough County (EPC), pursuant to the Interlocal Agreement between EPC and Port Tampa Bay (PTB) delegating the processing and issuance of certain minor work permits. The application proposes expansion of an existing, previously permitted private residential dock at 6528 Surfside Blvd., Apollo Beach, Florida currently owned by Mr. Scarola with a shoreline of 100 linear feet.

The existing 1,412 square foot dock with a boat lift was permitted through EPC MWP #59277 with a variance approved by the PTB Board on September 15, 2015 for Mr. Scarola. The previous and current variance request exceeds the allowable limit of ten (10) square feet of pre-empted area for each linear foot of shoreline owned by the applicant along the affected waterbody for private single-family docking facilities within the general resource management standards of the PTB submerged lands management Rules (Rules).

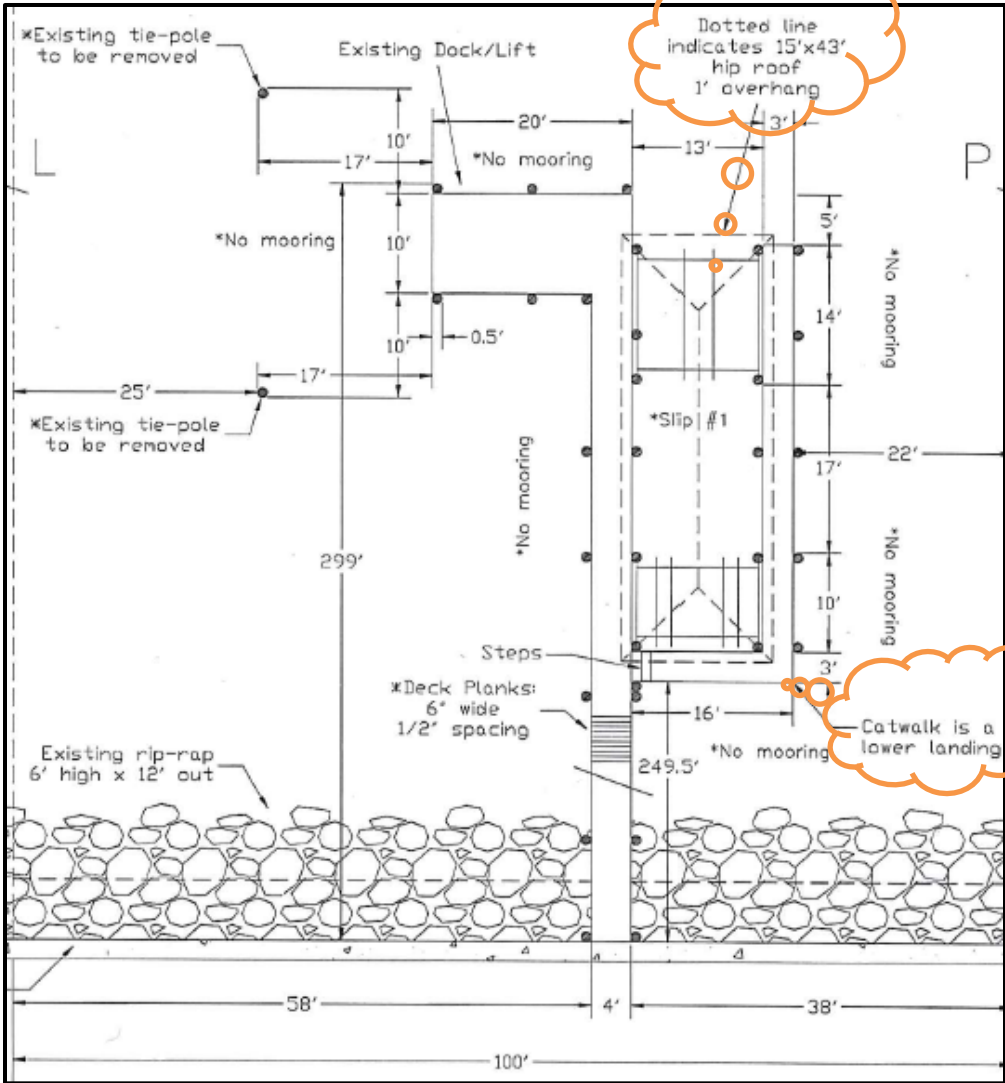
**FACTS/COMMENTS:**

The Rules regulate the allowable size for private residential marine structures and provide for a variance procedure if certain conditions are met which assure that the requested variance is not contrary to the spirit and intent of the Rules and arises from a unique and peculiar submerged land or riparian property. The proposed modification is to remove an existing catwalk, construct a 43 foot by 15 foot hip roof covering the existing boat and personal watercraft (PWC) lifts, and add a wrap-around catwalk totaling 2,072 square feet for the overall structure. Due to the length of the access walkway needed to traverse the shallow shoal and the proposed expansion, the dock structural area exceeds the 10:1 allowable limit unless a variance is granted for the proposed 660 square foot addition. All other aspects of the proposed structure meet the Rules. The PTB Board has approved several variances for similar structures at other nearby single family residential homes along the western side of Surfside Boulevard. The application is supported by the EPC reviewing staff. PTB staff has reviewed the application and recommends approval of the variance.

**RECOMMENDATION:**

Authorize the Port President/CEO, or his designee, to grant the variance set forth above, subject to review by Principal Counsel.

Board Meeting  
May 16, 2017  
Environmental #144222



**SUBJECT: MARINE TERMINAL OPERATOR AND STEVEDORE LICENSES --  
PORT LOGISTICS TERMINAL OPERATIONS, LLC D/B/A PORT  
LOGISTICS REFRIGERATED SERVICES**

**BACKGROUND:**

Port Logistics Terminal Operations, LLC d/b/a Port Logistics Refrigerated Services (PLRS) is a wholly owned subsidiary of Port Logistics Tampa Bay I, LLC, a Florida limited liability company (PLTBI). PLTBI leases real estate from Port Tampa Bay (PTB) on Hookers Point for the construction and operation of a state of the art temperature controlled facility for the handling of domestic and international refrigerated commodities.

Pursuant to Section L, Item L00 of the Port of Tampa Tariff No.13, PLRS has filed applications with PTB for marine terminal operator and stevedore licenses to perform marine terminal and stevedore operations within the Hillsborough County Port District. The applications were accompanied with the necessary fees and submittals.

**FACTS/COMMENTS:**

Upon licensure by PTB, PLRS intends to operate as a stevedore and marine terminal operator to load and unload cargo from vessels in and around the refrigerated warehouse facility located on the approximately 13.7 acre site leased by PLTBI from PTB. The act of handling cargo on the leased premises requires a licensed marine terminal operator and stevedore. The applicant has submitted its application and meets the requirements of PTB to perform as a marine terminal operator and stevedore.

In accordance with a legal advertisement published in the April 14, 2017 issue of the Tampa Bay Times, Port Tampa Bay held a public hearing May 5, 2017 and there were no comments.

**RECOMMENDATION:**

Authorize the Port President/CEO or his designee to issue a Marine Terminal Operator license and a Stevedore license to Port Logistics Terminal Operations, LLC d/b/a Port Logistics Refrigerated Services.

Board Meeting  
May 16, 2017  
Principal Counsel 14468

# Memorandum

To: A. Paul Anderson, President & CEO

CC: Charles Klug, Raul Alfonso

From: Reneé W. Dennis, CP-FRP

Date: May 5, 2017

Subject: Public Hearing – Port Logistics Terminal Operations, LLC d/b/a Port Logistics Refrigerated Services, **Marine Terminal Operator License Application**

33

This public hearing was held in accordance with procedures specified in Chapter 95-488, Laws of Florida. The subject public hearing was held before me on Friday, May 5, 2017 at 2:30 p.m. Attached is the transcription of the hearing along with copies of all exhibits.

  
\_\_\_\_\_  
Reneé W. Dennis, Hearing OfficerDate May 5 2017

I hereby concur with the Hearing Officer's statement and recommend the President & CEO request approval by the Tampa Port Authority Board of Commissioners to approve the Marine Terminal Operator License Application submitted by Port Logistics Terminal Operations, LLC d/b/a Port Logistics Refrigerated Services, contingent upon today's public hearing and the completed application process.

  
\_\_\_\_\_  
Greg Lovelace  
Director of Marketing and Business  
Development – Cargo and CruiseDate 5/5/17

Attachments

**PUBLIC HEARING TRANSCRIPT**

**Friday, May 5, 2017, 2:30 p.m.**

**Port Logistics Terminal Operations, LLC d/b/a  
Port Logistics Refrigerated Services  
Marine Terminal Operator License Application**

**ATTENDEES**

34

Richard Hostetter, Port Logistics Terminal Operations, LLC  
Charles E. Klug, Principal Counsel, PTB  
Greg Lovelace, Director of Marketing & Business Development, PTB

**HEARING OFFICER**

Reneé W. Dennis, CP-FRP

1 **Ms. Dennis:** This public hearing of the Tampa Port Authority d/b/a PORT TAMPA BAY is called  
2 to order at 2:30 p.m. on Friday, May 5, 2017. Today's hearing is held under the authority and  
3 pursuant to Chapter 95-488 of the Laws of Florida, and the purpose of today's hearing is to hear  
4 comments from the general public and interested parties regarding the following:

5  
6 The application submitted by **Port Logistics Terminal Operations, LLC d/b/a**  
7 **Port Logistics Refrigerated Services**, for a license to operate as a  
8 Marine Terminal Operator in accordance with  
9 Section L, Item L00, Port of Tampa Tariff No. 13

10  
11 My name is Reneé Dennis. I am employed by the Tampa Port Authority and have been appointed  
12 by the Board of Commissioners of the Tampa Port Authority to serve as a hearing officer at public  
13 hearings such as the one we are conducting today. Sitting beside me is Greg Lovelace, Director  
14 of Marketing and Business Development – Cargo and Cruise, who will assist me at this hearing.

15  
16 **Mr. Lovelace:** I will now enter into the record Exhibit No. 1, which is the Port Logistics Terminal  
17 Operations, LLC d/b/a Port Logistics Refrigerated Services license application with the Tampa Port  
18 Authority d/b/a Port Tampa Bay to operate as a Marine Terminal Operator within the Hillsborough  
19 County Port District in accordance with Section L, Item L00, Port of Tampa Tariff No. 13. 35

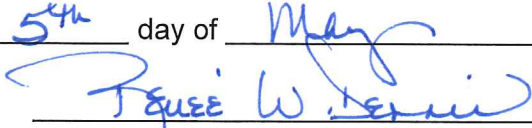
20  
21 I will now enter into the record Exhibit No. 2, which is the legal advertisement published on Friday,  
22 April 14, 2017 in the *Tampa Bay Times*, advising of this public hearing.

23  
24 As required under Chapter 95-488 Laws of Florida, this public hearing was scheduled to hear  
25 comments from the public regarding the above referenced Marine Terminal Operator License  
26 Application. Port Logistics submitted the necessary fees with their application.

27  
28 **Ms. Dennis:** A transcript will be made and furnished to Port Tampa Bay staff, who will then  
29 forward the transcript and recommendation to Board of Commissioners at the May 16, 2017  
30 regular business meeting. The Staff recommendation will be available Monday, May 8, 2017 after  
31 1:00 p.m.

32  
33  
34  
35 If there is nothing else to come before this hearing, I declare this hearing closed at 2:32 p.m.

36  
37  
38 I, Reneé W. Dennis, have read and approved the form of the attached transcript of the  
39 Friday, May 5, 2017 public hearing for the Marine Terminal Operator License Application  
40 submitted by Port Logistics Terminal Operations, LLC d/b/a Port Logistics Refrigerated Services.

41  
42  
43 Dated this 5<sup>th</sup> day of May, 2017.  
44   
45 \_\_\_\_\_  
46 Reneé W. Dennis, CP-FRP  
47 Hearing Officer  
48  
49



8. Ground Transportation companies must provide year/make/model and VIN number for all vehicles serving the cruise terminals. If more than five (5) vehicles are to be registered the information must be emailed in spreadsheet form.

9. State in detail the types of business you intend to conduct on Tampa Port Authority property or on private property in the Port district. (If additional space is needed please attach necessary pages to application.)

SEE ATTACHED STATEMENT

10. In support of this application, and to establish proof of Applicant's readiness, willingness and ability to perform under the requested license, please provide documentary evidence of:

(a) Financial capability including but not limited to annual report and financial statements (at a minimum, income statements, balance sheets and cash flow sheets) for the past three (3) years (if applicable) and any issued this year. If annual reports or financial statements are not available, please provide a certified copy of the applicant's or principal owner(s) Federal income tax returns for the past three (3) years. *PORT HAS ALREADY APPROVED*

37

(b) The applicant's articles of incorporation, articles of organization, partnership registration statement or statement of qualification, as applicable, and a statement that the entity is authorized to do business in the State of Florida. *SEE ATTACHED AFFIDAVIT + OCS*

(c) Experience in proposed field of operation and current location(s) of operation (include a resumé for each officer, director, member, partner, shareholder, principal or employee active in the management of the Applicant). *SEE ATTACHED RESUME OF PRINCIPAL OPERATOR*

(d) Ownership or availability of equipment essential to performance of proffered service. Attach list of equipment to be used in the performance of this service (if applicable). *SEE EXHIBIT A*

(e) Safety policies and procedures in place for the service you wish to provide. If your service has potential of environmental impact, attach procedures in place to correct. *TO BE PROVIDED PRIOR TO HEARING.*

(f) A Certificate of Insurance form properly prepared by your insurance agency. The Certificate of Insurance must be issued in compliance with the licensee's insurance requirements as set forth in Section L20 of this Tariff. *SEE ATTACHED*

Liability coverages are to cover the interests of the Tampa Port Authority as being insured for the operations of the licensee for all coverage's other than the Workers' Compensation and Employers' Liability insurance. A formal Certificate of Insurance is to be delivered to the Tampa Port Authority prior to the use of any license issued.

(g) For Franchise Steamship Agency Licensee only: \$100,000 bond, letter of credit, or cash deposit.

11. Current licenses

City IN PROCESS License # \_\_\_\_\_  
County IN PROCESS License # \_\_\_\_\_  
State \_\_\_\_\_ License # \_\_\_\_\_

12. References: SEE ATTACHED

Bank: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Officer: \_\_\_\_\_ Account #: \_\_\_\_\_

Three Trade References including address, phone number and account number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

38

The above information is provided for the purpose of extending credit to our company as provided in your Port Charges Tariff. We understand that any port usage invoice not paid within 30 days from date of invoice shall incur late charges of 1 1/2 % for each 30 day period the invoice remains unpaid. To the best of our knowledge and belief, the information is accurate and may be relied upon in making your credit decision. We authorize our bank and suppliers to furnish you any information necessary to complete your evaluation of our credit history.

Applicant agrees, in the event this application is approved and license granted, to abide by all State, Local and Port Authority rules and regulations now in effect or hereafter established, including, without limitation, the tariff. By signing and submitting this application, Applicant certifies that all information provided in this application is true and correct and further, understands that providing false or misleading information on this application may result in the application being denied, or in instances of renewal, revoked.

Applicant acknowledges that this application is subject to the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended. Applicant hereby waives any and all claims for any damages resulting to the Applicant from any disclosure or publication in any manner of any material or information acquired by Tampa Port Authority during the application process or during any inquiries, investigations, or public hearings. The individual executing this application personally warrants that s/he has the full binding authority to execute this application on behalf of the Applicant.

By: [Signature]  
SIGNED \_\_\_\_\_

Magnum Cox  
Print name \_\_\_\_\_  
Authorized Signatory  
Title or Position \_\_\_\_\_

DATE: April 11, 2017

### STATEMENT OF BUSINESS TO BE CONDUCTED BY TERMINAL OPERATOR

Port Logistics Terminal Operations, LLC, d/b/a/ Port Logistics Refrigerated Services, will perform the following terminal operations in and around the 130,000 sq. foot (+/-) refrigerated terminal facility located on the 13.7 acre site (the Site) leased from the Port to Port Logistic Refrigerated Services parent company, Port Logistics Tampa Bay I, LLC at Port Tampa Bay:

1. For imported cargo:
  - A. Break Bulk: Utilizing fork lifts to move break bulk from the dock adjoining Berth 219 to and through the refrigerated terminal facility located on the Site; moving refrigerated pallets through the terminal facility to refrigerated trucks hauling them; fumigating pallets as required by law in a separate fumigation building on the Site.
  - B. Containers: Moving containers from the dock by tractor to the Site; stacking the containers; moving the containers requiring stripping from their position on the Site to the terminal for stripping; stripping the containers using forklifts and moving them to refrigerated trucks hauling them; fumigating pallets as required by law in the fumigation building on the Site.
  - C. Returning Containers to the dock for loading onto vessels.
  - D. Moving cargo and Containers not requiring stripping in and around the Site to and from the dock and from and onto trucks picking up cargo.
  
2. For exported cargo:
  - A. Delivering containers not requiring break bulk operations to the dock to be loaded onto vessels;
  - B. Unloading containers requiring break bulk by forklifts into and through the refrigerated terminal facility and delivering them to the dock for loading onto vessels.
  - C. Delivering other cargo to the dock to be loaded onto vessels.

In connection with its terminal operations, Port Logistics Refrigerated Services will begin operations with the equipment described on Exhibit A.

10 (b)

**AFFIDAVIT**

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The Undersigned, Troy Cox, being first duly sworn as of this the 11 day of April, 2017, does herewith depose and make this affidavit to Port Tampa Bay in support of the application of Port Logistics Terminal Operations, LLC, d/b/a Port Logistics Refrigerated Services (PLRS) to Port Tampa Bay for a Terminal Operators license.

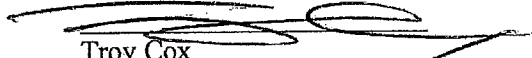
I am over 18 years of age, am a resident of the State of Florida and have personal knowledge of the facts represented herein by me.

Port Logistics Tampa Bay I, LLC (PLTBI), is a Florida limited liability company and is the tenant under a lease with Tampa Port Authority, d/b/a/ Port Tampa Bay dated August 18, 2105 as amended by a First Amendment to Ground Lease Agreement dated March 15, 2016.

40

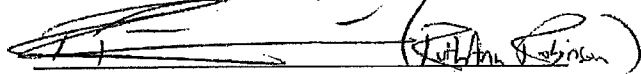
PLRS is a wholly owned subsidiary of PLTBI and will operate as a Terminal Operator at Port Tampa Bay upon licensure by Port Tampa Bay. PLRS is qualified to do business in the State of Florida.

In Witness Whereof, the undersigned has delivered this Affidavit to Port Tampa Bay in the name of, and on behalf of Port Logistics Terminal Operations, LLC d/b/a Port Logistics Refrigerated Services

  
Troy Cox

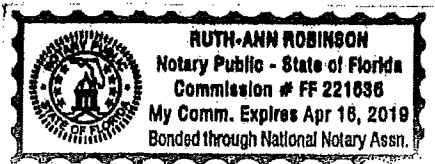
**NOTARY ACKNOWLEDGEMENT**

**STATE OF FLORIDA, COUNTY OF ORANGE, ss:**

  
(Ruth-Ann Robinson)

**Notary Public**

My commission expires: April 16, 2019

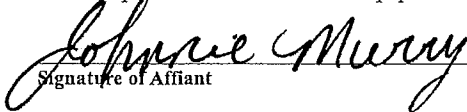


**Tampa Bay Times**  
Published Daily

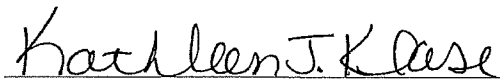
STATE OF FLORIDA                    } ss  
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared **Johnnie Murry** who on oath says that he/she is **Legal Clerk** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Marine Terminal** was published in **Tampa Bay Times: 4/14/17**. in said newspaper in the issues of **Baylink Hillsborough**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

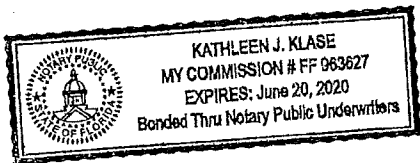
  
\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this 04/14/2017.

  
\_\_\_\_\_  
Signature of Notary Public

Personally known  or produced identification

Type of identification produced \_\_\_\_\_



**PORT TAMPA BAY  
NOTICE OF PUBLIC HEARING**

Notice is hereby given the Tampa Port Authority d/b/a Port Tampa Bay will hold a public hearing at 2:30 p.m., Friday, May 5, 2017 at its offices located at 1101 Channelside Drive, Tampa, Florida, to hear public comments concerning the following:

The application submitted by **Port Logistics Terminal Operations, LLC, d/b/a/ Port Logistics Refrigerated Services**, for a license to operate as a Marine Terminal Operator in accordance with Section L, Item LOO, Port of Tampa Tariff No. 13.

All written comments and objections directed toward the foregoing matter should be filed with Port Tampa Bay Director of Cargo & Cruise Marketing at 1101 Channelside Drive, Tampa, Florida 33602 by noon on Thursday, May 4, 2017. Oral comments and objections may be presented at the hearing.

In accordance with the federal Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities requiring reasonable accommodation to participate in this hearing should call (813) 905-7678 or fax (813) 905-5109 not later than 48 hours prior to the hearing.

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION OF THE TAMPA PORT AUTHORITY d/b/a PORT TAMPA BAY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO HIRE A COURT REPORTER TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.  
(459671) 4/14/2017

**SIGN IN SHEET**

**PUBLIC HEARING FOR**

**PORT LOGISTICS TERMINAL OPERATIONS, LLC d/b/a  
PORT LOGISTICS REFRIGERATED SERVICES**

**Marine Terminal Operator License**

Friday, May 5, 2017 2:30 p.m.

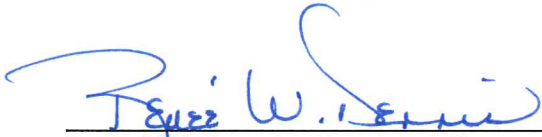
Name (please print)	Company	Address (please print)	E-mail (please print)	Do you plan to comment?

# Memorandum

To: A. Paul Anderson, President & CEO  
CC: Charles Klug, Raul Alfonso  
From: Reneé W. Dennis, CP-FRP  
Date: May 5, 2017  
Subject: Public Hearing – Port Logistics Terminal Operations, LLC d/b/a Port Logistics Refrigerated Services, **Stevedore License Application**

43

This public hearing was held in accordance with procedures specified in Chapter 95-488, Laws of Florida. The subject public hearing was held before me on Friday, May 5, 2017 at 2:00 p.m. Attached is the transcription of the hearing along with copies of all exhibits.



\_\_\_\_\_  
Reneé W. Dennis, Hearing Officer

Date May 5 2017

I hereby concur with the Hearing Officer's statement and recommend the President & CEO request approval by the Tampa Port Authority Board of Commissioners to approve the Stevedore License Application submitted by Port Logistics Terminal Operations, LLC d/b/a Port Logistics Refrigerated Services, contingent upon today's public hearing and the completed application process.



\_\_\_\_\_  
Greg Lovelace  
Director of Marketing and Business  
Development – Cargo and Cruise

Date 5/5/17

Attachments

**PUBLIC HEARING TRANSCRIPT**

**Friday, May 5, 2017, 2:00 p.m.**

**Port Logistics Terminal Operations, LLC d/b/a  
Port Logistics Refrigerated Services  
Stevedore License Application**

**ATTENDEES**

44

Richard Hostetter, Port Logistics Terminal Operations, LLC  
Charles E. Klug, Principal Counsel, PTB  
Greg Lovelace, Director of Marketing & Business Development, PTB

**HEARING OFFICER**

Reneé W. Dennis, CP-FRP

1 **Ms. Dennis:** This public hearing of the Tampa Port Authority d/b/a Port Tampa Bay is called to  
2 order at 2:00 p.m. on Friday, May 5, 2017. Today's hearing is held under the authority and  
3 pursuant to Chapter 95-488 of the Laws of Florida, and the purpose of today's hearing is to hear  
4 comments from the general public and interested parties regarding the following:

5  
6 The application submitted by **Port Logistics Terminal Operations, LLC d/b/a**  
7 **Port Logistics Refrigerated Services**, for a license to operate as a  
8 Stevedore in accordance with Section L, Item L00, Port of Tampa Tariff No. 13  
9

10 My name is Reneé Dennis. I am employed by the Tampa Port Authority and have been appointed  
11 by the Board of Commissioners of the Tampa Port Authority to serve as a hearing officer at public  
12 hearings such as the one we are conducting today. Sitting beside me is Greg Lovelace, Director  
13 of Marketing and Business Development – Cargo and Cruise, who will assist me at this hearing.  
14

15 **Mr. Lovelace:** I will now enter into the record Exhibit No. 1, which is the Port Logistics Terminal  
16 Operations, LLC d/b/a Port Logistics Refrigerated Services license application with the Tampa Port  
17 Authority d/b/a Port Tampa Bay to operate as a stevedore within the Hillsborough County Port  
18 District in accordance with Section L, Item L00, Port of Tampa Tariff No. 13.  
19

20 I will now enter into the record Exhibit No. 2, which is the legal advertisement published on Friday,  
21 April 14, 2017 in the *Tampa Bay Times*, advising of this public hearing. 45  
22

23 As required under Chapter 95-488 Laws of Florida, this public hearing was scheduled to hear  
24 comments from the public regarding the above referenced License Application. Port Logistics  
25 submitted the necessary fees with their application.  
26

27 **Ms. Dennis:** Thank you. The two exhibits will be entered into the record. At this time we will  
28 take public comments concerning this issue. Are there any comments? Hearing none.  
29

30 A transcript will be made and furnished to Port Tampa Bay staff, who will then forward the  
31 transcript and recommendation to Board of Commissioners at the May 16, 2017 regular business  
32 meeting, contingent upon today's public hearing and the completed application process. The Staff  
33 recommendation will be available Monday, May 8, 2017 after 1:00 p.m.  
34

35  
36  
37 If there is nothing else to come before this hearing, I declare this hearing closed at 2:03 p.m.  
38

39 I, Reneé W. Dennis, have read and approved the form of the attached transcript of the  
40 Friday, May 5, 2017 public hearing for the Stevedore License Application submitted by Port  
41 Logistics Terminal Operations, LLC d/b/a Port Logistics Refrigerated Services.  
42  
43

44 Dated this 5th day of May, 2017.

45  
46   
47 Reneé W. Dennis, CP-FRP  
48 Hearing Officer  
49



### TAMPA PORT AUTHORITY License Application

In accordance with Chapter 95-488, Laws of Florida, as amended, the provisions of Section L, Port of Tampa Terminal Tariff No. 14, as amended ("Tariff"), application is hereby made for a license authorizing the Applicant to operate as (please indicate the license you are applying for from the list below)

- |   |   |
|---|---|
| <input type="checkbox"/> Bunkering                                      | <input type="checkbox"/> Security Firm              |
| <input type="checkbox"/> Ground Transportation                          | <input type="checkbox"/> Ship Chandler              |
| <input type="checkbox"/> Line Handling                                  | <input type="checkbox"/> Steamship Agent            |
| <input type="checkbox"/> Marine Terminal Operator                       | <input type="checkbox"/> Steamship Agent, Franchise |
| <input type="checkbox"/> Mobile Food, Merchandise and/or Service Vendor | <input checked="" type="checkbox"/> Stevedore       |
| <input type="checkbox"/> Oil Waste Removal and/or Sanitary Removal      | <input type="checkbox"/> Tugboat/Towing (harbor)    |
|   | <input type="checkbox"/> Water Taxi                 |

Applicant: Please attach all current documentation (applicable licenses, certificates, letters of adequacy, etc.) from the federal, state and/or local regulating authorities authorizing you to operate the service you wish to provide.

47

1. Applicant: Port Logistics Terminal Operations LLC d/b/a Port Logistics Refrigerated Services  
Registered Name (Applicant must attach copies of documents filed with the State of Florida)

2. Form of business, i.e. sole proprietorship, partnership, corporation, other (please describe):

Florida Limited Liability Company

Date Established: 11/30/2015 DUNS: \_\_\_\_\_ EIN: 81-2277719

3. Registered Address: 509 GUISANDO DE AYILA  
ST. PETERSBURG, FL. 33613

4. Billing Address, if different: \_\_\_\_\_

5. Telephone: 813-264-6128 Fax: 866-614-0224

6. Email: MCRAIG@RACL.COM Website: \_\_\_\_\_

7. Name, address and title of principal officers:

<u>Richard A. Corbett</u>	<u>Manager of managing member</u>	<u>813-264-6128</u>
<small>Name</small>	<small>Position</small>	<small>Telephone</small>
<u>Richard B. Sharp</u>	<u>Chief Operating Officer</u>	<u>904-437-7397</u>
<small>e-mail</small>	<small>Address</small>	

<small>Name</small>	<small>Position</small>	<small>Telephone</small>
<small>e-mail</small>	<small>Address</small>	

Issued by: Tampa Port Authority  
P O Box 2192 Tampa, FL 33601

8. Ground Transportation companies must provide year/make/model and VIN number for all vehicles serving the cruise terminals. If more than five (5) vehicles are to be registered the information must be emailed in spreadsheet form.

9. State in detail the types of business you intend to conduct on Tampa Port Authority property or on private property in the Port district. (If additional space is needed please attach necessary pages to application.)

*See Attached Statement*

---

10. In support of this application, and to establish proof of Applicant's readiness, willingness and ability to perform under the requested license, please provide documentary evidence of:

- 48
- (a) Financial capability including but not limited to annual report and financial statements (at a minimum, income statements, balance sheets and cash flow sheets) for the past three (3) years (if applicable) and any issued this year. If annual reports or financial statements are not available, please provide a certified copy of the applicant's or principal owner(s) Federal income tax returns for the past three (3) years. *Port has already approved*
  - (b) The applicant's articles of incorporation, articles of organization, partnership registration statement or statement of qualification, as applicable, and a statement that the entity is authorized to do business in the State of Florida. *See Attached Affidavit + 005*
  - (c) Experience in proposed field of operation and current location(s) of operation (include a resumé for each officer, director, member, partner, shareholder, principal or employee active in the management of the Applicant). *See Attached resume of Principal Operator*
  - (d) Ownership or availability of equipment essential to performance of proffered service. Attach list of equipment to be used in the performance of this service (if applicable). *SEE Exhibit A To Item 9 Above*
  - (e) Safety policies and procedures in place for the service you wish to provide. If your service has potential of environmental impact, attach procedures in place to correct. *To be provided prior to hearing*
  - (f) A Certificate of Insurance form properly prepared by your insurance agency. The Certificate of Insurance must be issued in compliance with the licensee's insurance requirements as set forth in Section L20 of this Tariff. *See Attached*

Liability coverages are to cover the interests of the Tampa Port Authority as being insured for the operations of the licensee for all coverage's other than the Workers' Compensation and Employers' Liability insurance. A formal Certificate of Insurance is to be delivered to the Tampa Port Authority prior to the use of any license issued.

- (g) For Franchise Steamship Agency Licensee only: \$100,000 bond, letter of credit, or cash deposit.

11. Current licenses

City IN PROCESS License # \_\_\_\_\_  
County IN PROCESS License # \_\_\_\_\_  
State \_\_\_\_\_ License # \_\_\_\_\_

12. References: see Attached

Bank: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Officer: \_\_\_\_\_ Account #: \_\_\_\_\_

Three Trade References including address, phone number and account number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

49

The above information is provided for the purpose of extending credit to our company as provided in your Port Charges Tariff. We understand that any port usage invoice not paid within 30 days from date of invoice shall incur late charges of 1 1/2 % for each 30 day period the invoice remains unpaid. To the best of our knowledge and belief, the information is accurate and may be relied upon in making your credit decision. We authorize our bank and suppliers to furnish you any information necessary to complete your evaluation of our credit history.

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SIGNED [Signature]  
Print name Tracy M. Cox  
Title or Position Authorized Signatory  
DATE: April 11, 2019

## 9. Attachment

### STATEMENT OF BUSINESS TO BE CONDUCTED BY STEVEDORE

Port Logistics Terminal Operations, LLC, d/b/a/ Port Logistics Refrigerated Services, will perform the following operations at Port Tampa Bay:

Operate as a stevedore to load and unload cargo onto and from vessels at Port Tampa Bay. In connection with its operations it will begin operations with the following equipment:

1. A 100-ton Gottwald Mobile Harbour Crane and related equipment (already purchased and on site).
2. The list of equipment attached as Exhibit A.

9. Exhibit A.

Stevedoring equipment

- 9 - E30XN 3,000lb electric lifts
- 9 - PN80 8,000lb propane lifts
- 5 - Ottawa Trailer spotters
- 5 - Bomb Carts
- 3 - 2 pallet cages
- 3 - 4 pallet cages

10/6 attachment

**AFFIDAVIT**

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The Undersigned, Troy Cox, being first duly sworn as of this the 11<sup>th</sup> day of April, 2017, does herewith depose and make this affidavit to Port Tampa Bay in support of the application of Port Logistics Terminal Operations, LLC, d/b/a Port Logistics Refrigerated Services (PLRS) to Port Tampa Bay for a Stevedore license.

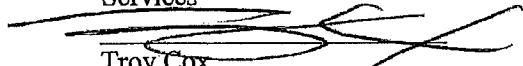
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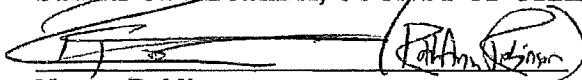
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In Witness Whereof, the undersigned has delivered this Affidavit to Port Tampa Bay in the name of, and on behalf of Port Logistics Terminal Operations, LLC d/b/a Port Logistics Refrigerated Services

  
Troy Cox

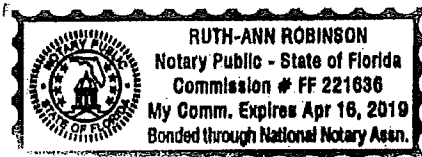
**NOTARY ACKNOWLEDGEMENT**

**STATE OF FLORIDA, COUNTY OF ORANGE, ss:**



Notary Public

My commission expires: April 16, 2019

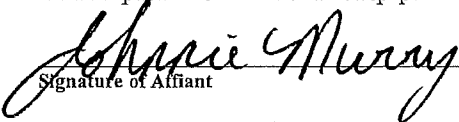


**Tampa Bay Times**  
Published Daily

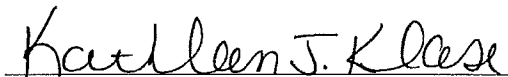
STATE OF FLORIDA } ss  
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared **Johnnie Murry** who on oath says that he/she is **Legal Clerk** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Port Logistics** was published in **Tampa Bay Times: 4/14/17**, in said newspaper in the issues of **Baylink Hillsborough**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

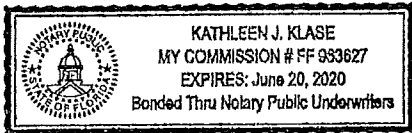
  
Signature of Affiant

Sworn to and subscribed before me this 04/14/2017.

  
Signature of Notary Public

Personally known  or produced identification

Type of identification produced \_\_\_\_\_



**PORT TAMPA BAY  
NOTICE OF PUBLIC HEARING**

Notice is hereby given the Tampa Port Authority d/b/a Port Tampa Bay will hold a public hearing at 2:00 p.m., Friday, May 5, 2017, at its offices located at 1101 Channelside Drive, Tampa, Florida, to hear public comments concerning the following:

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All written comments and objections directed toward the foregoing matter should be filed with Port Tampa Bay Director of Cargo & Cruise Marketing at 1101 Channelside Drive, Tampa, Florida 33602 by noon on Thursday, May 4, 2017. Oral comments and objections may be presented at the hearing.

In accordance with the federal Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities requiring reasonable accommodation to participate in this hearing should call (813) 905-7678 or fax (813) 905-5109 not later than 48 hours prior to the hearing.

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(459650) 4/14/2017

**SUBJECT: MARINE TERMINAL OPERATOR AND STEVEDORE LICENSES --  
TAMPA SHIP, LLC**

**BACKGROUND:**

Tampa Ship, L.L.C. (Tampa Ship) is a Florida limited liability company which has leased real estate from Port Tampa Bay (PTB) on Hookers Point since 2008. Pursuant to Section L, Item L00 of the Port of Tampa Tariff No.13, Tampa Ship has filed applications with PTB for marine terminal operator and stevedore licenses to perform marine terminal and stevedore operations within the Hillsborough County Port District. The applications were accompanied with the necessary fees and submittals.

**FACTS/COMMENTS:**

Tampa Ship intends to enter into an agreement with AMEsalt to unload salt on a portion of its leased premises. Tampa Ship and AMEsalt have an existing relationship and co-ownership of a company which delivers, unloads, and stores salt in Port Fourchon, Louisiana. Thus, the agreement to unload and store salt at the Tampa Ship leased premises is with a related company and involves proprietary cargo. The act of handling cargo on its leased premises requires a licensed marine terminal operator and stevedore. The applicant has submitted its application and meets the requirements of PTB to perform as a marine terminal operator and stevedore.

In accordance with a legal advertisement published in the April 14, 2017 issue of the Tampa Bay Times, Port Tampa Bay held a public hearing May 8, 2017 and there were no comments.

**RECOMMENDATION:**

Authorize the Port President/CEO or his designee to issue a Marine Terminal Operator license and a Stevedore license to Tampa Ship, L.L.C.

Board Meeting  
May 16, 2017  
Principal Counsel 14467

# Memorandum

To: A. Paul Anderson, President & CEO

CC: Charles Klug, Raul Alfonso

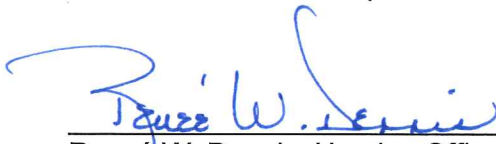
From: Reneé W. Dennis, CP-FRP

Date: May 8, 2017


Subject: Public Hearing – Tampa Ship, LLC, **Marine Terminal Operator License Application**

55

This public hearing was held in accordance with procedures specified in Chapter 95-488, Laws of Florida. The subject public hearing was held before me on Friday, May 5, 2017 at 2:30 p.m. Attached is the transcription of the hearing along with copies of all exhibits.

  
\_\_\_\_\_  
Reneé W. Dennis, Hearing OfficerDate May 8, 2017

I hereby concur with the Hearing Officer's statement and recommend the President & CEO request approval by the Tampa Port Authority Board of Commissioners to approve the Marine Terminal Operator License Application submitted by Tampa Ship, LLC, contingent upon today's public hearing and the completed application process.

  
\_\_\_\_\_  
Greg Lovelace  
Director of Marketing and Business  
Development – Cargo and CruiseDate 5/8/17

Attachments

**PUBLIC HEARING TRANSCRIPT**

**Monday, May 8, 2017, 2:30 p.m.**

**Tampa Ship, LLC  
Marine Terminal Operator License Application**

**ATTENDEES**

56

Mark Gisdair, Tampa Ship, LLC  
Barbara Luikart, Esq., Anthony & Partners  
Tim Shusta, Esq., Phelps Dunbar, LLP  
Charles E. Klug, Principal Counsel  
Greg Lovelace, Director of Marketing & Business Development

**HEARING OFFICER**

Reneé W. Dennis, CP-FRP

1 **Ms. Dennis:** This public hearing of the Tampa Port Authority d/b/a Port Tampa Bay is called to  
2 order at 2:30 p.m. on Monday, May 8, 2017. Today's hearing is held under the authority and  
3 pursuant to Chapter 95-488 of the Laws of Florida, and the purpose of today's hearing is to hear  
4 comments from the general public and interested parties regarding the following:

5  
6 The application submitted by **Tampa Ship, LLC**  
7 for a license to operate as a  
8 Marine Terminal Operator in accordance with  
9 Section L, Item L00, Port of Tampa Tariff No. 13  
10

11 My name is Reneé Dennis. I am employed by the Tampa Port Authority and have been appointed  
12 by the Board of Commissioners of the Port Authority to serve as a hearing officer at public  
13 hearings such as the one we are conducting today. Sitting beside me is Greg Lovelace, Director  
14 of Marketing and Business Development – Cargo and Cruise, who will assist me at this hearing.  
15

16 **Mr. Lovelace:** I will now enter into the record Exhibit No. 1, which is the Tampa Ship, LLC license  
17 application with the Tampa Port Authority d/b/a Port Tampa to operate as a Marine Terminal  
18 Operator within the Hillsborough County Port District in accordance with Section L, Item L00, Port  
19 of Tampa Tariff No. 13. 57

20  
21 I will now enter into the record Exhibit No. 2, which is the legal advertisement published on Friday,  
22 April 14, 2017 in the *Tampa Bay Times*, advising of this public hearing.  
23

24 As required under Chapter 95-488 Laws of Florida, this public hearing was scheduled to hear  
25 comments from the public regarding the above referenced License Application. Tampa Ship, LLC  
26 submitted the necessary fees with their application.  
27

28 **Ms. Dennis:** Thank you. The two exhibits will be entered into the record. At this time we will  
29 take public comments concerning this issue.  
30

31 Are there any comments? Hearing none. Thank you.  
32

33 A transcript will be made and furnished to Port Tampa Bay staff, who will then forward the  
34 transcript and recommendation to Board of Commissioners at the May 16, 2017 regular business  
35 meeting, contingent upon today's public hearing and the completed application process. The Staff  
36 recommendation will be available Tuesday, May 9, 2017 after 11:00 a.m.  
37

38 If there is nothing else to come before this hearing, I declare this hearing closed at 2:33 p.m.  
39

40 I, Reneé W. Dennis, have read and approved the form of the attached transcript of the  
41 Monday, May 8, 2017 public hearing for the Marine Terminal Operator License Application  
42 submitted by Tampa Ship, LLC.  
43

44  
45 Dated this 8th day of May, 2017.

46  
47   
48 Reneé W. Dennis, CP-FRP  
49 Hearing Officer  
50  
51

**TAMPA PORT AUTHORITY  
License Application**

In accordance with Chapter 95-488, Laws of Florida, as amended, the provisions of Section L, Port of Tampa Terminal Tariff No. 14, as amended ("Tariff"), application is hereby made for a license authorizing the Applicant to operate as *(please indicate the license you are applying for from the list below)*

- |  |   |
|--|---|
| <input type="checkbox"/> Bunkering                                       | <input type="checkbox"/> Security Firm              |
| <input type="checkbox"/> Ground Transportation                           | <input type="checkbox"/> Ship Chandler              |
| <input type="checkbox"/> Line Handling                                   | <input type="checkbox"/> Steamship Agent            |
| <input checked="" type="checkbox"/> Marine Terminal Operator             | <input type="checkbox"/> Steamship Agent, Franchise |
| <input type="checkbox"/> Mobile, Food, Merchandise and/or Service Vendor | <input checked="" type="checkbox"/> Stevedore       |
| <input type="checkbox"/> Oil Waste Removal and/or Sanitary Removal       | <input type="checkbox"/> Tugboat/Towing (harbor)    |
|  | <input type="checkbox"/> Water Taxi                 |

58

Applicant: Please attach all current documentation (applicable licenses, certificates, letters of adequacy, etc.) from the federal, state and/or local regulating authorities authorizing you to operate the service you wish to provide.

1. Applicant: Tampa Ship, L.L.C.  
Registered Name (Applicant must attach copies of documents filed with the State of Florida)
2. Form of business, i.e., sole proprietorship, partnership, corporation, other (please describe):  
Florida limited liability company  
Date Established: 11/3/08 DUNS: 830310830 EIN: 26-3666796
3. Registered Address: 1130 McCloskey Blvd.  
Tampa, FL 33605
4. Billing Address, if different: \_\_\_\_\_
5. Telephone: (813) 248-9310 Fax: (813) 248-9806
6. Email: info@tampaship.com Website: www.chouest.com

7. Name, address and title of principal officers:

Dino Chouest	Manager	(985) 601-4900
Gary Chouest	Authorized Agent	(985) 601-4900
Dionne Chouest Austin	Authorized Agent	(985) 601-4900
Damon Chouest	Authorized Agent	(985) 601-4900
Ross Chouest	Authorized Agent	(985) 601-4900
Casey Chouest	Authorized Agent	(985) 601-4900

8. Ground Transportation companies must provide year/make/model and VIN number for all vehicles serving the cruise terminals. If more than five (5) vehicles are to be registered the information must be emailed in spreadsheet form.
9. State in detail the types of business you intend to conduct on Tampa Port Authority property or on private property in the Port district. (If additional space is needed please attach necessary pages to application.)

59

See attached Sheet 1

---

10. In support of this application, and to establish proof of Applicant's readiness, willingness and ability to perform under the requested license, please provide documentary evidence of:

- (a) Financial capability including but not limited to annual report and financial statements (at a minimum, income statements, balance sheets and cash flow sheets) for the past three (3) years (if applicable) and any issued this year. If annual reports or financial statements are not available, please provide a certified copy of the applicant's or principal owner(s) Federal income tax returns for the past three (3) years.

See attached Sheet 1

---

- (b) The applicant's articles of incorporation, articles of organization, partnership registration statement or statement of qualification, as applicable, and a statement that the entity is authorized to do business in the State of Florida.

See attached Sheet 1

---

- (c) Experience in proposed field of operation and current location(s) of operation (include a resumé for each officer, director, member, partner, shareholder, principal or employee active in the management of the Applicant).

See attached Sheet 1

---

- (d) Ownership or availability of equipment essential to performance of proffered service Attach list of equipment to be used in the performance of this service.(if applicable).

See attached Sheet 1

---

- (e) Safety policies and procedures in place for the service you wish to provide. If your service has potential of environmental impact, attach procedures in place to correct.

See attached Sheet 1

- (f) A Certificate of Insurance form properly prepared by your insurance agency. The Certificate of Insurance must be issued in compliance with the licensee's insurance requirements as set forth in Section L20 of this Tariff.
- (g) Liability coverages are to cover the interests of the Tampa Port Authority as being insured for the operations of the licensee for all coverage's other than the Workers' Compensation and Employers' Liability insurance. A formal Certificate of Insurance is to be delivered to the Tampa Port Authority prior to the use of any license issued.
- (h) For Franchise Steamship Agency Licensee only: \$100,000 bond, letter of credit, or cash deposit.

60

11. Current licenses

City N/A License # \_\_\_\_\_  
County \_\_\_\_\_ License # \_\_\_\_\_  
State \_\_\_\_\_ License # \_\_\_\_\_

12. References:

Bank: J.P. Morgan Chase

Address: 8026 Main Street City: Houma State: LA Zip: 70360

Phone: (985) 873-6026 Officer: Tommy Pitre Account #: 790186878

Three Trade References including address, phone number and account number:

Trade References:

Name: International Paint

Address: 6001 Antoine Drive City: Houston State: TX Zip: 77091

Phone: (713) 682-1711 Account #: M72992US

Name: Kloeckner Metals Corp.

Address: 907 S. 20th Street City: Tampa State: FL Zip: 33605

Phone: (800) 366-4511 Account #: 109472

Name: A.A. Casey

Address: 5124 Nebraska Avenue City: Tampa State: FL Zip: 33603

Phone: (813) 234-8831 Account #: TAMSHI


The above information is provided for the purpose of extending credit to our company as provided in your Port Charges Tariff. We understand that any port usage invoice not paid within 30 days from date of invoice shall incur late charges of 1½ % for each 30 day period the invoice remains unpaid. To the best of our knowledge and belief, the information is accurate and may be relied upon in making your credit decision. We authorize our bank and suppliers to furnish you any information necessary to complete your evaluation of our credit history.

Applicant agrees, in the event this application is approved and license granted, to abide by all State, Local and Port Authority rules and regulations now in effect or hereafter established, including, without limitation, the tariff. By signing and submitting this application, Applicant certifies that all information provided in this application is true and correct and further, understands that providing false or misleading information on this application may result in the application being denied, or in instances of renewal, revoked.

61

Applicant acknowledges that this application is subject to the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended. Applicant hereby waives any and all claims for any damages resulting to the Applicant from any disclosure or publication in any manner of any material or information acquired by Tampa Port Authority during the application process or during any inquiries, investigations, or public hearings. The individual executing this application personally warrants that s/he has the full binding authority to execute this application on behalf of the Applicant.

TAMPA SHIP, L.L.C.  
a Florida limited liability company

SIGNED: 

Print Name: Barbara H. Luikart

Attorney for Tampa Ship, L.L.C.  
Title or Position

DATE: April 20 2017

## SHEET 1

9. State in detail the types of business you intend to conduct on Tampa Port Authority property or on private property in the Port district.

Tampa Ship, L.L.C. ("Tampa Ship"), pursuant to that certain Assignment and Assumption of Lease, dated December 1, 2008, between Tampa Bay Shipbuilding & Repair Company, a Florida general partnership ("TBS&R") and Tampa Ship is the tenant under that certain Amended and Restated Shipyard Lease, dated December 7, 1997, between the Tampa Port Authority (the "TPA"), as lessor, and TBS&R as lessee, as amended (the "Lease"). The street address of the leased premises is 1130 McCloskey Blvd., Tampa, Florida 33605. Tampa Ship intends to enter into an agreement with AMEsalt to unload salt on a portion of the leased premises. It is contemplated that the salt will be unloaded at the D Pier, including the ability to unload in the adjacent graving dock or at the F Pier. Because of Tampa Ship's existing (and to be continued) use as a shipyard, Tampa Ship has the forklift equipment and operators necessary to conduct the unloading of salt. In addition, Tampa Ship and AMEsalt have an existing relationship and co-ownership of a company which delivers, unloads, and stores salt at Edison Chouest's shipyard in Port Fourchon, Louisiana. Thus, the agreement to unload and store salt at the Tampa shipyard is with a related entity, and involves proprietary cargo.

62

10. (a) Financial capability including but not limited to annual report and financial statements (at a minimum, income statements, balance sheets and cash flow sheets) for the past three (3) years (if applicable) and any issued this year. If annual reports or financial statements are not available, please provide a certified copy of the applicant's or principal owner(s) Federal income tax returns for the past three (3) years.

Tampa Ship has been a tenant under the Lease with TPA since 2008, and has demonstrated the necessary financial capability thereunder.

10. (b) The applicant's articles of incorporation, articles of organization, partnership registration statement or statement of qualification, as applicable, and a statement that the entity is authorized to do business in the State of Florida.

Please see attached Articles of Organization and Certificate of Good Standing from the State of Florida.

10. (c) Experience in proposed field of operation and current location(s) of operation (include a resumé for each officer, director, member, partner, shareholder, principal or employee active in the management of the Applicant).

Edison Chouest Offshore companies, of which Tampa Ship is a part, have operated shipbuilding facilities for over 56 years, in multiple locations, including Florida, Louisiana and Brazil.

10. (d) Ownership or availability of equipment essential to performance of proffered service Attach list of equipment to be used in the performance of this service (if applicable).

Tampa Ship has the necessary equipment available as it will utilize its existing shipyard equipment (forklifts, etc.).

10. (e) Safety policies and procedures in place for the service you wish to provide. If your service has potential of environmental impact, attach procedures in place to correct.

Safety policies and procedures will be in accordance with safety policies and procedures currently established and in place for Tampa Ship's existing shipyard business.

# *State of Florida*

## *Department of State*

I certify from the records of this office that TAMPA SHIP, L.L.C. is a limited liability company organized under the laws of the State of Florida, filed on November 4, 2008, effective November 3, 2008.

The document number of this limited liability company is L08000103192.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on January 19, 2017, and that its status is active.

64

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eleventh day of April, 2017*



*Ken DeFina*  
**Secretary of State**

Tracking Number: CU0126755410

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L08000103192  
FILED 8:00 AM  
November 04, 2008  
Sec. Of State  
Isellers

**Article I**

The name of the Limited Liability Company is:  
TAMPA SHIP, L.L.C.

**Article II**

The street address of the principal office of the Limited Liability Company is:  
16201 EAST MAIN STREET  
GALLIANO, LA. 70354

65

The mailing address of the Limited Liability Company is:  
P.O. BOX 310  
GALLIANO, LA. 70354

**Article III**

The purpose for which this Limited Liability Company is organized is:  
ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The name and Florida street address of the registered agent is:  
CT CORPORATION  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL. 33324

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: STEPHANIE ALLISON

**Article V**

The effective date for this Limited Liability Company shall be:  
11/03/2008

Signature of member or an authorized representative of a member  
Signature: GARY CHOUEST

**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA } ss  
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared **Johnnie Murry** who on oath says that he/she is **Legal Clerk of the Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Tampa Ship, LLC** was published in **Tampa Bay Times: 4/14/17**. in said newspaper in the issues of **Baylink Hillsborough**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

*Johnnie Murry*  
\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this 04/14/2017.

\_\_\_\_\_  
Signature of Notary Public

Personally known \_\_\_\_\_ or produced identification

Type of identification produced \_\_\_\_\_



**PORT TAMPA BAY  
NOTICE OF PUBLIC HEARING**

Notice is hereby given the Tampa Port Authority d/b/a Port Tampa Bay will hold a public hearing at 2:30 p.m., Monday, May 8, 2017 at its offices located at 1101 Channelside Drive, Tampa, Florida, to hear public comments concerning the following:

The application submitted by **Tampa Ship, LLC**, for a license to operate as a Marine Terminal Operator in accordance with Section L, Item LOO, Port of Tampa Tariff No. 13.

All written comments and objections directed toward the foregoing matter should be filed with Port Tampa Bay Director of Cargo & Cruise Marketing at 1101 Channelside Drive, Tampa, Florida 33602 by noon on Friday, May 5, 2017. Oral comments and objections may be presented at the hearing.

In accordance with the federal Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities requiring reasonable accommodation to participate in this hearing should call (813) 905-7678 or fax (813) 905-5109 not later than 48 hours prior to the hearing.

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION OF THE TAMPA PORT AUTHORITY d/b/a PORT TAMPA BAY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO HIRE A COURT REPORTER TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

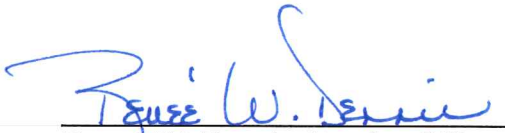
(459755) 4/14/2017

# Memorandum

To: A. Paul Anderson, President & CEO  
CC: Charles Klug, Raul Alfonso  
From: Reneé W. Dennis, CP-FRP  
Date: May 8, 2017  
Subject: Public Hearing – Tampa Ship, LLC, **Stevedore License Application**

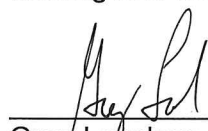
67

This public hearing was held in accordance with procedures specified in Chapter 95-488, Laws of Florida. The subject public hearing was held before me on Monday, May 8, 2017 at 2:00 p.m. Attached is the transcription of the hearing along with copies of all exhibits.

  
\_\_\_\_\_  
Renee W. Dennis, Hearing Officer

Date May 8 2017

I hereby concur with the Hearing Officer's statement and recommend the President & CEO request approval by the Tampa Port Authority Board of Commissioners to approve the Stevedore License Application submitted by Tampa Ship, LLC, contingent upon today's public hearing and the completed application process.

  
\_\_\_\_\_  
Greg Lovelace  
Director of Marketing and Business  
Development – Cargo and Cruise

Date 5/8/17

Attachments

**PUBLIC HEARING TRANSCRIPT**  
**Monday, May 8, 2017, 2:00 p.m.**

**Tampa Ship, LLC**  
**Stevedore License Application**

**ATTENDEES**

68

Mark Gisdair, Tampa Ship, LLC  
Barbara Luikart, Esq., Anthony & Partners  
Tim Shusta, Esq., Phelps Dunbar LLP  
Charles E. Klug, Principal Counsel  
Greg Lovelace, Director of Marketing & Business Development

**HEARING OFFICER**

Reneé W. Dennis, CP-FRP

1 **Ms. Dennis:** Good afternoon. This public hearing of the Tampa Port Authority d/b/a Port Tampa  
2 Bay is called to order at 2:04 p.m. on Monday, May 8, 2017. Today's hearing is held under the  
3 authority and pursuant to Chapter 95-488 of the Laws of Florida, and the purpose of today's  
4 hearing is to hear comments from the general public and interested parties regarding the following:

5  
6 The application submitted by **Tampa Ship, LLC**  
7 for a license to operate as a Stevedore in accordance  
8 with Section L, Item L00, Port of Tampa Tariff No. 13  
9

10 My name is Reneé Dennis. I am employed by the Tampa Port Authority and have been appointed  
11 by the Board of Commissioners of the Tampa Port Authority to serve as a hearing officer at public  
12 hearings such as the one we are conducting today. Sitting beside me is Greg Lovelace, Director  
13 of Marketing and Business Development – Cargo and Cruise, who will assist me at this hearing.  
14

15 **Mr. Lovelace:** I will now enter in the record Exhibit No. 1, which is the Tampa Ship, LLC license  
16 application with the Tampa Port Authority d/b/a Port Tampa Bay to operate as a stevedore within  
17 the Hillsborough County Port District in accordance with Section L, Item L00, Port of Tampa Tariff  
18 No. 13.  
19

69

20 I will now enter into the record Exhibit No. 2, which is the legal advertisement published on Friday,  
21 April 14, 2017 in the *Tampa Bay Times*, advising of this public hearing.  
22

23 As required under Chapter 95-488 Laws of Florida, this public hearing was scheduled to hear  
24 comments from the public regarding the above referenced License Application. Tampa Ship, LLC  
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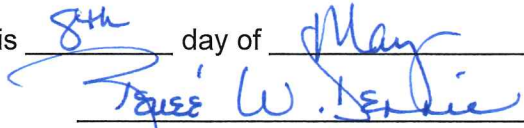
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33 transcript and recommendation to Board of Commissioners at the May 16, 2017 regular business  
34 meeting, contingent upon today's public hearing and the completed application process. The Staff  
35 recommendation will be available Tuesday, May 9, 2017 after 11:00 a.m.  
36

37 If there is nothing else to come before this hearing, I declare this hearing closed at 2:06 p.m.  
38

39 I, Reneé W. Dennis, have read and approved the form of the attached transcript of the  
40 Monday, May 8, 2017 public hearing for the Stevedore License Application submitted by Port  
41 Logistics Terminal Operations, LLC d/b/a Port Logistics Refrigerated Services.  
42

43  
44 Dated this 8th day of May, 2017.  
45   
46 \_\_\_\_\_  
47 Reneé W. Dennis, CP-FRP  
48 Hearing Officer  
49  
50

**TAMPA PORT AUTHORITY  
License Application**

In accordance with Chapter 95-488, Laws of Florida, as amended, the provisions of Section L, Port of Tampa Terminal Tariff No. 14, as amended ("Tariff"), application is hereby made for a license authorizing the Applicant to operate as *(please indicate the license you are applying for from the list below)*

- |  |   |
|--|---|
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| <input type="checkbox"/> Ground Transportation                           | <input type="checkbox"/> Ship Chandler              |
| <input type="checkbox"/> Line Handling                                   | <input type="checkbox"/> Steamship Agent            |
| <input checked="" type="checkbox"/> Marine Terminal Operator             | <input type="checkbox"/> Steamship Agent, Franchise |
| <input type="checkbox"/> Mobile, Food, Merchandise and/or Service Vendor | <input checked="" type="checkbox"/> Stevedore       |
| <input type="checkbox"/> Oil Waste Removal and/or Sanitary Removal       | <input type="checkbox"/> Tugboat/Towing (harbor)    |
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70

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Tampa, FL 33605
4. Billing Address, if different: \_\_\_\_\_
5. Telephone: (813) 248-9310 Fax: (813) 248-9806
6. Email: info@tampaship.com Website: www.chouest.com

7. Name, address and title of principal officers:

Dino Chouest	Manager	(985) 601-4900
Gary Chouest	Authorized Agent	(985) 601-4900
Dionne Chouest Austin	Authorized Agent	(985) 601-4900
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See attached Sheet 1

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- (f) A Certificate of Insurance form properly prepared by your insurance agency. The Certificate of Insurance must be issued in compliance with the licensee's insurance requirements as set forth in Section L20 of this Tariff.
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- (h) For Franchise Steamship Agency Licensee only: \$100,000 bond, letter of credit, or cash deposit.

72

11. Current licenses

City N/A License # \_\_\_\_\_  
 County \_\_\_\_\_ License # \_\_\_\_\_  
 State \_\_\_\_\_ License # \_\_\_\_\_

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Phone: (985) 873-6026 Officer: Tommy Pitre Account #: 790186878

Three Trade References including address, phone number and account number:

Trade References:

Name: International Paint

Address: 6001 Antoine Drive City: Houston State: TX Zip: 77091

Phone: (713) 682-1711 Account #: M72992US

Name: Kloeckner Metals Corp.

Address: 907 S. 20th Street City: Tampa State: FL Zip: 33605

Phone: (800) 366-4511 Account #: 109472

Name: A.A. Casey

Address: 5124 Nebraska Avenue City: Tampa State: FL Zip: 33603

Phone: (813) 234-8831 Account #: TAMSHI

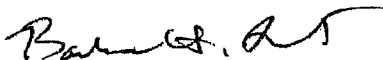
The above information is provided for the purpose of extending credit to our company as provided in your Port Charges Tariff. We understand that any port usage invoice not paid within 30 days from date of invoice shall incur late charges of 1½ % for each 30 day period the invoice remains unpaid. To the best of our knowledge and belief, the information is accurate and may be relied upon in making your credit decision. We authorize our bank and suppliers to furnish you any information necessary to complete your evaluation of our credit history.

Applicant agrees, in the event this application is approved and license granted, to abide by all State, Local and Port Authority rules and regulations now in effect or hereafter established, including, without limitation, the tariff. By signing and submitting this application, Applicant certifies that all information provided in this application is true and correct and further, understands that providing false or misleading information on this application may result in the application being denied, or in instances of renewal, revoked.

73

Applicant acknowledges that this application is subject to the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended. Applicant hereby waives any and all claims for any damages resulting to the Applicant from any disclosure or publication in any manner of any material or information acquired by Tampa Port Authority during the application process or during any inquiries, investigations, or public hearings. The individual executing this application personally warrants that s/he has the full binding authority to execute this application on behalf of the Applicant.

TAMPA SHIP, L.L.C.  
a Florida limited liability company

SIGNED: 

Print Name: Barbara H. Luikart

Attorney for Tampa Ship, L.L.C.  
Title or Position

DATE: April 20 2017

## SHEET 1

9. State in detail the types of business you intend to conduct on Tampa Port Authority property or on private property in the Port district.

Tampa Ship, L.L.C. ("Tampa Ship"), pursuant to that certain Assignment and Assumption of Lease, dated December 1, 2008, between Tampa Bay Shipbuilding & Repair Company, a Florida general partnership ("TBS&R") and Tampa Ship is the tenant under that certain Amended and Restated Shipyard Lease, dated December 7, 1997, between the Tampa Port Authority (the "TPA"), as lessor, and TBS&R as lessee, as amended (the "Lease"). The street address of the leased premises is 1130 McCloskey Blvd., Tampa, Florida 33605. Tampa Ship intends to enter into an agreement with AMEsalt to unload salt on a portion of the leased premises. It is contemplated that the salt will be unloaded at the D Pier, including the ability to unload in the adjacent graving dock or at the F Pier. Because of Tampa Ship's existing (and to be continued) use as a shipyard, Tampa Ship has the forklift equipment and operators necessary to conduct the unloading of salt. In addition, Tampa Ship and AMEsalt have an existing relationship and co-ownership of a company which delivers, unloads, and stores salt at Edison Chouest's shipyard in Port Fourchon, Louisiana. Thus, the agreement to unload and store salt at the Tampa shipyard is with a related entity, and involves proprietary cargo.

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10. (a) Financial capability including but not limited to annual report and financial statements (at a minimum, income statements, balance sheets and cash flow sheets) for the past three (3) years (if applicable) and any issued this year. If annual reports or financial statements are not available, please provide a certified copy of the applicant's or principal owner(s) Federal income tax returns for the past three (3) years.

Tampa Ship has been a tenant under the Lease with TPA since 2008, and has demonstrated the necessary financial capability thereunder.

10. (b) The applicant's articles of incorporation, articles of organization, partnership registration statement or statement of qualification, as applicable, and a statement that the entity is authorized to do business in the State of Florida.

Please see attached Articles of Organization and Certificate of Good Standing from the State of Florida.

10. (c) Experience in proposed field of operation and current location(s) of operation (include a resumé for each officer, director, member, partner, shareholder, principal or employee active in the management of the Applicant).

Edison Chouest Offshore companies, of which Tampa Ship is a part, have operated shipbuilding facilities for over 56 years, in multiple locations, including Florida, Louisiana and Brazil.

10. (d) Ownership or availability of equipment essential to performance of proffered service Attach list of equipment to be used in the performance of this service (if applicable).

Tampa Ship has the necessary equipment available as it will utilize its existing shipyard equipment (forklifts, etc.).

10. (e) Safety policies and procedures in place for the service you wish to provide. If your service has potential of environmental impact, attach procedures in place to correct.

Safety policies and procedures will be in accordance with safety policies and procedures currently established and in place for Tampa Ship's existing shipyard business.

# *State of Florida*

## *Department of State*

I certify from the records of this office that TAMPA SHIP, L.L.C. is a limited liability company organized under the laws of the State of Florida, filed on November 4, 2008, effective November 3, 2008.

The document number of this limited liability company is L08000103192.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on January 19, 2017, and that its status is active.

76

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eleventh day of April, 2017*



*Ken Detzner*  
**Secretary of State**

Tracking Number: CU0126755410

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L08000103192  
FILED 8:00 AM  
November 04, 2008  
Sec. Of State  
Isellers

**Article I**

The name of the Limited Liability Company is:  
TAMPA SHIP, L.L.C.

**Article II**

The street address of the principal office of the Limited Liability Company is:  
16201 EAST MAIN STREET  
GALLIANO, LA. 70354

The mailing address of the Limited Liability Company is:  
P.O. BOX 310  
GALLIANO, LA. 70354

77

**Article III**

The purpose for which this Limited Liability Company is organized is:  
ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The name and Florida street address of the registered agent is:  
CT CORPORATION  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL. 33324

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: STEPHANIE ALLISON

**Article V**

The effective date for this Limited Liability Company shall be:  
11/03/2008

Signature of member or an authorized representative of a member  
Signature: GARY CHOUEST

**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA ) ss  
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared **Johnnie Murry** who on oath says that he/she is **Legal Clerk** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Tampa Ship, LLC** was published in **Tampa Bay Times: 4/14/17**. in said newspaper in the issues of **Baylink Hillsborough**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

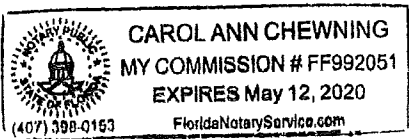
*Johnnie Murry*  
\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this 04/14/2017.

\_\_\_\_\_  
Signature of Notary Public

Personally known  or produced identification

Type of identification produced \_\_\_\_\_



**PORT TAMPA BAY  
NOTICE OF PUBLIC HEARING**

Notice is hereby given the Tampa Port Authority d/b/a Port Tampa Bay will hold a public hearing at 2:00 p.m., Monday, May 8, 2017, at its offices located at 1101 Channelside Drive, Tampa, Florida, to hear public comments concerning the following:

The application submitted by **Tampa Ship, LLC**, for a license to operate as a Stevedore in accordance with Section L, Item LOO, Port of Tampa Tariff No. 13.

All written comments and objections directed toward the foregoing matter should be filed with Port Tampa Bay Director of Cargo & Cruise Marketing at 1101 Channelside Drive, Tampa, Florida 33602 by noon on Friday, May 5, 2017. Oral comments and objections may be presented at the hearing.

In accordance with the federal Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities requiring reasonable accommodation to participate in this hearing should call (813) 905-7678 or fax (813) 905-5109 not later than 48 hours prior to the hearing.

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION OF THE TAMPA PORT AUTHORITY d/b/a PORT TAMPA BAY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO HIRE A COURT REPORTER TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.  
(459748) 4/14/2017



**SUBJECT:           ADJUSTMENT OF CRUISE PARKING RATE FOR SINGLE PASSENGER VEHICLES**

**BACKGROUND:**

Port Tampa Bay (PTB) has constructed parking garages and surface lots for the handling of cruise parking (Parking Facilities). Item E-20 of Port Tampa Bay Tariff No. 13 (Tariff) states that charge for parking privately owned passenger vehicles using the cruise ships calling at the Port of Tampa is \$15.00 per day for vehicles occupying a single standard parking space.

**FACTS/COMMENTS:**

PTB has successfully grown its cruise business over the past thirty years and during the 2017/2018 cruise season will be the home port to seven cruise ships. PTB's success in attracting cruise ships and associated passengers to Tampa has prompted owners of vacant lots in the Channel District to offer their lots for cruise parking at drastically lower rates than the rate set forth in the Tariff.

Flexibility in parking charges is required in order to compete with the markedly reduced parking rates offered by competing parking lots. Section 19 of PTB's enabling act (95-488, Laws of Florida) provides, in part, that PTB may adopt reductions in existing rates to meet competitive conditions, without public notice or a public hearing; provided, however, such reduction in rates are approved by the Board at a public meeting.

Thus, in order to meet competitive conditions, PTB staff proposes to adjust Item E-20 of the Tariff to allow the tariff rate for parking privately owned passenger vehicles occupying a single standard parking space using the cruise ships calling at the Port of Tampa to the prevailing market rate, as adjusted from time to time, not to exceed \$15.00 per day. This reduction in the daily cruise parking rate would provide a more competitive rate that would enable PTB to secure additional parking customers and does not require a public hearing.

**RECOMMENDATION:**

Authorize the Port President/CEO or his designee to adjust the tariff rate for parking privately owned passenger vehicles occupying a single standard parking space using the cruise ships calling at the Port of Tampa to the prevailing market rate, as adjusted from time to time, not to exceed \$15.00 per day.

## **D. REGULAR AGENDA**

**SUBJECT: LEASE AGREEMENT WITH KINDER MORGAN LIQUIDS TERMINALS, LLC**

Kinder Morgan Liquids Terminals, LLC (Kinder Morgan) is the largest independent terminal operator in North America and operates a terminal at Port Tampa Bay (PTB). The Tampa terminal contains approximately 1.6 million barrels of storage capacity for gasoline, diesel, and jet fuel. The Port Tampa Bay terminal is connected to three (3) dock facilities and to their terminal in Orlando through an affiliated company - Central Florida Pipeline, LLC. Kinder Morgan is currently operating under a lease agreement that will expire on September 30, 2018. Kinder Morgan desires an amended and restated lease so that the terms coincide with their Central Florida Pipeline, LLC Lease of approximately 3.45 acres.

**FACTS/COMMENTS:**

PTB staff and Kinder Morgan have negotiated the following terms:

**Premises:** Approximately 37.52 acres of improved land including tanks, above ground pipelines, truck loading facilities, rail loading/unloading facilities, office buildings, and other equipment. Kinder Morgan is the owner of all improvements. Actual acreage would be based on survey verification and may be adjusted accordingly.

**Use:** Storing, handling, and moving bulk liquids and all activities associated therewith, such as blending, denaturing, etc.

**Term:** The Initial Term would be 6 years, commencing on October 1, 2017, with 3 Lease Extension Options of 5 years each.

**Lease Extension Options:**

Each 5 year Lease Extension Option would renew unless otherwise terminated by Kinder Morgan upon written notice to PTB or Kinder Morgan is in default. The Initial Lease Term and 3 Extension Options would coincide with the expiration of the initial term of the Common Use System License Agreement for the use of the Petroleum Terminal Piping System which expires September 29, 2038.

**Rent:** Annual Rent would be as follows:

<u>Lease Year</u>	<u>Rent</u>
1 (10/01/17 – 09/30/18)	\$264,365.00/year or \$7,045.97/acre.
2 (10/01/18 – 09/30/19)	\$938,000.00/year or \$25,000/acre/year
3 – 6 (10/01/19 – 09/30/23)	Rent would increase by CPI each lease year subject to a 2.5% cap. Any increase exceeding 2.5% in a given lease year will be carried over to the following lease year.

Lease Extension Options - Rent would increase from the previous lease year by CPI each lease year subject to a 2.5% annual cap.

**Wharfage Rate:**

The wharfage rate for bulk liquid petroleum products moved to and from the Premises would be as follows:

<u>Lease Year</u>	<u>Wharfage Rate</u>
1 (10/01/17 – 09/30/18)	\$0.077 per bbl
2 – 6 (10/01/18 – 09/30/23) and Extension Options	7.50% discount of the published tariff rate.

All other bulk liquids would be at the applicable tariff rate. All products inbound to the Premises by rail or truck (“Throughput”) would be subject to the discounted wharfage rate for petroleum products or the applicable wharfage rate specified in the Port Tariff for that commodity.

**Minimum Product Guarantee (MPG):**

The MPG would include all dockage, wharfage, and throughput to and from the Premises. The MPG would be 23,500,000 BBLs of petroleum products annually for the Initial Term and all Lease Extension Option Terms.

**Other:** PTB would grant any new easements or modify any existing easement, as necessary. Kinder Morgan would be responsible for all real estate taxes, site improvements, insurance, and maintenance of the Premises and Easements. In addition, Kinder Morgan would comply with all seaport security laws and regulations, environmental laws and regulations, and all other applicable laws and regulations.

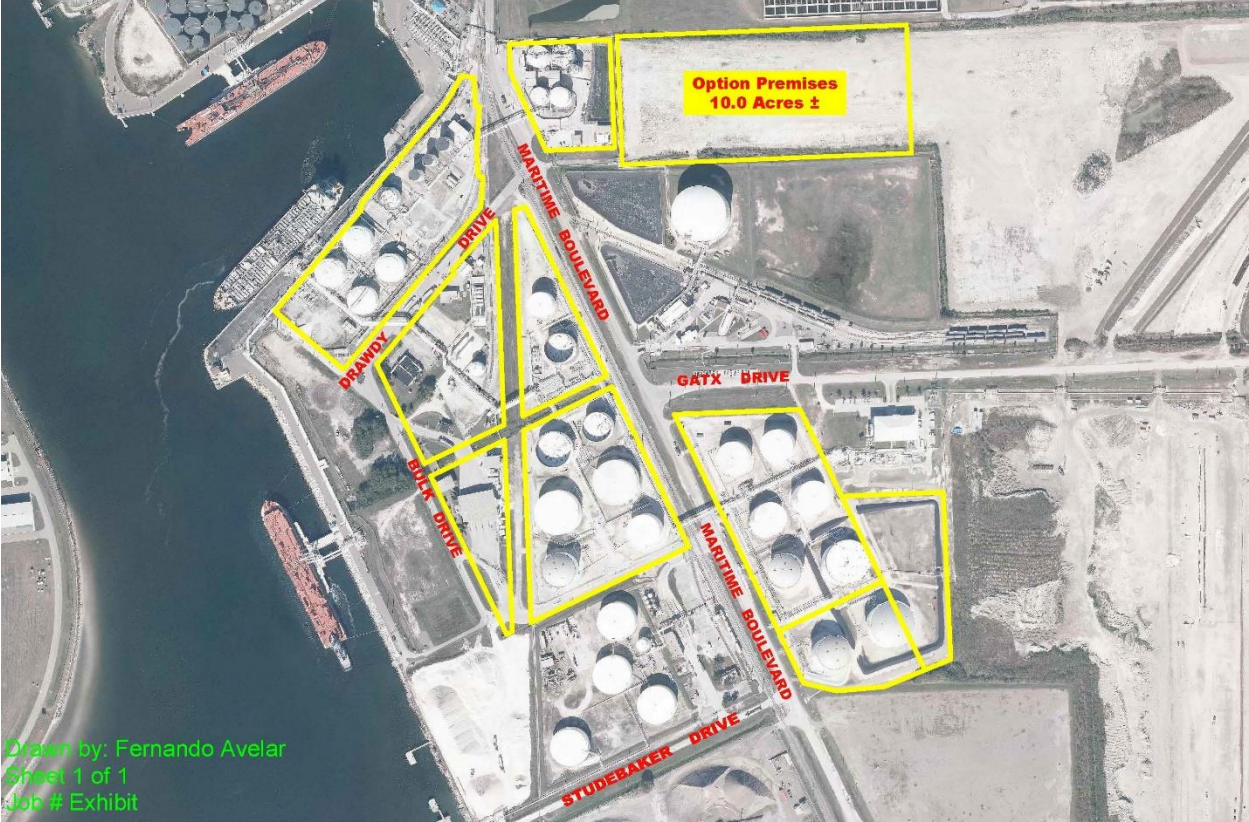
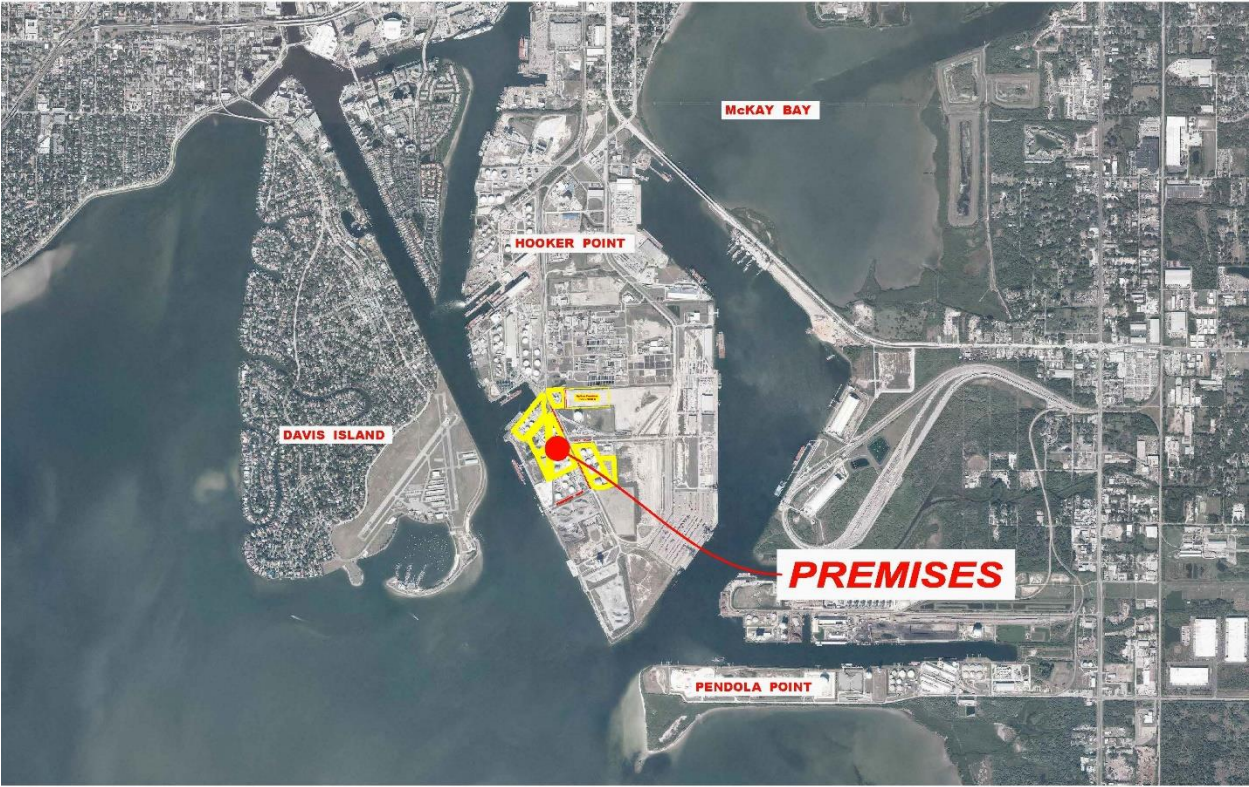
**Option Premises:**

Kinder Morgan would have an option to lease approximately 10 acres (“Option Premises”) of land for a period not to exceed 24 months from the execution date of the Lease. If Kinder Morgan exercises the option for the Option Premises, Annual Rent would commence on the earlier of (i) 24 months from the exercise of the option; or (ii) the commencement of terminal operations on the Option Premises. Annual Rent and the Guarantees for the Option Premises would be at the same per acre rate as the Premises.

A public hearing was held on May 5, 2017 and there were no comments.

**RECOMMENDATION:**

Authorize the Port President/CEO, or his designee, to enter into an amended and restated lease agreement with Kinder Morgan Liquids Terminals, LLC in accordance with the terms set forth above and subject to review by Principal Counsel.



Drawn by: Fernando Avelar  
Sheet 1 of 1  
Job # Exhibit

## Memorandum

To: A. Paul Anderson  
President and CEO

CC: Charles Klug  
Raul Alfonso

From: Heather L. Eblin-Crowe

Date: May 5, 2017

Subject: Kinder Morgan Liquids Terminals, LLC – Lease Agreement – Public  
Hearing

85

This public hearing was held in accordance with procedures specified in Chapter 95-488, Laws of Florida. The subject public hearing was held before me on Friday, May 5, 2017 at 11:00 a.m. Attached is the transcription of the hearing along with copies of all exhibits.



Heather L. Eblin-Crowe  
Hearing Officer

Date 05/09/17

I hereby concur with the Hearing Officer's statement and recommend the Port President and CEO request approval by the Tampa Port Authority's Board of Commissioners to approve the Lease Agreement with Kinder Morgan Liquids Terminals, LLC.



Cathy Pinion  
Real Estate Project Manager

Date 07 May 2017

Attachments

**PUBLIC HEARING TRANSCRIPT**

May 5, 2017

Kinder Morgan Liquids Terminals, LLC – Lease Agreement

**ATTENDEES**

Cathy Pinion – PTB  
Ebony Tingle – PTB

86

**HEARING OFFICER**

Heather L. Eblin-Crowe

1 **MRS. EBLIN-CROWE:**

2  
3 Good morning. Today is Friday, May 5, 2017 and this public hearing is called to  
4 order at 11:00 a.m. This hearing is held under the authority and pursuant to Chapter 95-  
5 488 of the Laws of Florida. The purpose of the hearing is to hear comments from the  
6 general public and interested parties regarding the following:

7  
8 **LEASE AGREEMENT WITH KINDER MORGAN LIQUID TERMINALS, LLC**

9  
10 My name is Heather Eblin-Crowe and (I employed) I am employed by the Tampa  
11 Port Authority doing business as Port Tampa Bay and have been appointed by its Board  
12 of Commissioners to serve as a public hearing officer at public hearings such as the one  
13 we are conducting today. Sitting beside me is Cathy Pinion, Real Estate Project Manager  
14 who will assist me in this hearing.

15  
16 **MS. PINION:**

87

17  
18 Kinder Morgan Liquids Terminal, LLC, hereinafter referred to as Kinder Morgan, is  
19 the largest independent terminal operator in North America and operates a terminal at  
20 Port Tampa Bay. The Tampa terminal contains approximately 1.6 million barrels of  
21 storage capacity for gasoline, diesel, and jet fuel. Port Tampa Bay terminal is connected  
22 to three (3) ship dock facilities and to their terminal in Orlando through an affiliated  
23 company, Central Florida Pipeline, LLC. Kinder Morgan and its predecessor GATX  
24 Terminals Corporation is currently operating under a Lease Agreement that will expire  
25 September 30, 2018. Kinder Morgan desires a new Lease so that the terms coincide with  
26 the Central Florida Pipeline, LLC Lease of approximately 3.45 acres; therefore, Kinder  
27 Morgan's existing Lease would be terminated.

28  
29 Premises is (approximat) approximately 37.52 acres of improved land including  
30 tanks, above ground pipelines, truck loading facilities, rail loading/unloading facilities,  
31 office buildings, and other equipment. Kinder Morgan is the owner of all improvements.

32  
33 The Premises will be used for the storing, handling, and moving liquid bulks and  
34 all activities associated therewith, such as blending, denaturing, etc., and for no other use  
35 without Port Tampa Bay's prior written consent.

36  
37 The Initial Term will be six (6) years, commencing October 1, 2017, with three (3),  
38 five (5) year Lease Extension Options.

39  
40 Each five (5) year Lease Extension Option will automatically renew unless  
41 otherwise terminated by Kinder Morgan upon written notice to Port Tampa Bay. However,  
42 no Lease Extension Option shall be exercisable by tenant during any period in which  
43 tenant is in default under the Lease. It is intended that the full term of the Lease will  
44 extend to coincide with the expiration of the Initial Term of the Common Use System  
45 License Agreement expiring September 30, 2038.

1 Annual Rent will be as follows:

2  
3 Lease Year 1 (10/01/2017 to 09/30/2018), Rent will be \$264,365.00 per acre per  
4 year, or no,per year.

5  
6 Lease Year 2 (10/01/2018 to 09/30/2019), Rent will be \$25,000 per acre per year.

7  
8 Lease Year 3 through Lease Year 6 (10/01/2019 to 09/30/2023), Rent will increase  
9 by CPI each year; however the increase shall not exceed 2.5% for any given year. Any  
10 increase exceeding 2.5% in a given lease year will be carried over to the following lease  
11 year.

12  
13 Annual Rent for the Lease Extension Options, will increase from the previous lease  
14 year by CPI each lease year; however the increase shall not exceed 2.5% for any given  
15 year. Any increase exceeding 2.5% will be carried over to the following lease year.

16  
17 The wharfage rate for liquid for bulk liquids moved to and from the Premises will  
18 be as follows:

19  
20 Lease Year 1 (10/01/2017 to 09/30/2018), the wharfage rate for petroleum  
21 products will be \$0.77 per barrel which is a three percent (3%) increase from the current  
22 rate.

23  
24 Lease Years 2 through 6 (10/01/2018 to 09/30/2023) and all Lease Extension  
25 Options, the wharfage discount rate for petroleum products will be established at a 7.5%  
26 reduced rate from the published tariff rate.

27  
28 In no event will the wharfage rate for petroleum products inbound to the Premises  
29 through the Common Use System have a discount of less than 7.5% from Port Tariff.

30  
31 All products inbound to the Premises by rail or truck, known as throughput, will be  
32 subject to Kinder Morgan wharfage rate for petroleum products or the applicable wharfage  
33 rate specified in the Port Tariff for that commodity and would be reported and invoiced at  
34 least monthly.

35  
36 The Minimum Product Guarantee will be the Annual Guarantee from the Premises  
37 and will include all dockage, wharfage and throughput to and from the Premises. The  
38 Minimum Product Guarantee will be 23,500,000 barrels of petroleum products annually  
39 for the Initial Term and the Lease Extension Option Terms.

40  
41 All current easements will be revised as necessary and Port Tampa Bay will  
42 provide any new easements as necessary.

88

1 Kinder Morgan will be responsible for all real estate taxes, site improvements,  
2 insurance, and maintenance of the Premises and Easements. In addition, Kinder Morgan  
3 will comply with all seaport security laws and regulations, environmental laws and  
4 regulations, and all other applicable laws and regulations.

5  
6 Kinder Morgan will have an option to lease up to approximately ten (10) acres of  
7 land for a period not to exceed twenty-four (24) months from the execution date of the  
8 Lease. If Kinder Morgan desire to execute the option for the Option Premises, Annual  
9 Rent will commence on the earlier of (i) the twenty-four (24) months from the exercise of  
10 the option; or (ii) the commencement of terminal operations on the Option Premises.  
11 Annual Rent and the Guarantees for the Options Premises will be the same per acre rate  
12 as the Premises.

13  
14 At this time, I would like to offer into the record Exhibit No. 1 which is the legal ad  
15 that appeared in the April 14, 2017 issue of the Tampa Bay Times advising of this public  
16 hearing. This is the only exhibit to be entered into the record.

89

17  
18 That is all.

19  
20 **MRS. EBLIN-CROWE:**

21  
22 Thank you Ms. Pinion, I will accept the Public Hearing Legal Ad exhibit and it will  
23 be entered into the record as presented.

24  
25 At this time we will take comments concerning this issue.

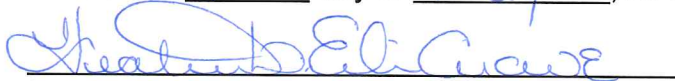
26  
27 Are there any comments? Hearing none.

28  
29 Thank you.

30  
31 A transcript will be made and furnished to the Port Authority Staff. The Staff will  
32 make a recommendation to our Board of Commissioners, which will meet on May 16,  
33 2017. The Staff recommendation will be available on May 10, 2017. If there is nothing  
34 else to come before this hearing, I declare this hearing closed at 11:06 a.m.

35  
36 I, **HEATHER EBLIN-CROWE**, have read and approved the form of the attached  
37 transcript of the May 5, 2017 public hearing for Kinder Morgan Liquids Terminal, LLC.

38  
39 Dated this 9<sup>th</sup> day of May, 2017.

40  
41   
42 Heather L. Eblin-Crowe  
43 Public Hearing Officer

# SIGN-IN SHEET

## PUBLIC HEARING FOR

### KINDER MORGAN LIQUIDS TERMINALS, LLC – LEASE AGREEMENT

Friday, May 5, 2017 @ 11:00 A.M.

#### PLEASE PRINT THE FOLLOWING INFORMATION

	YOUR NAME (Please print)	COMPANY NAME (Please print full company name)	COMPLETE COMPANY ADDRESS (Please print full company address)	Do you plan to comment?
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

*None*

**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA )  
COUNTY OF Hillsborough County ss

Before the undersigned authority personally appeared **Johnnie Murry** who on oath says that he/she is **Legal Clerk** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Kinder Morgan Liquid** was published in **Tampa Bay Times: 4/14/17**. in said newspaper in the issues of **Baylink Hillsborough**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

*Johnnie Murry*  
Signature of Affiant

Sworn to and subscribed before me this 04/14/2017.

*Kathleen J. Klase*  
Signature of Notary Public

Personally known  or produced identification

Type of identification produced \_\_\_\_\_



**TAMPA PORT AUTHORITY  
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 11:00 a.m., May 5, 2017 before the Tampa Port Authority, d/b/a Port Tampa Bay, at its offices located at 1101 Channelside Drive, Tampa, Florida, to hear public comments regarding the following:

**LEASE AGREEMENT WITH KINDER MORGAN LIQUIDS TERMINAL, LLC**

Additional Information is available online at [www.tampaport.com](http://www.tampaport.com). All written comments and objections directed toward the foregoing matter should be filed with the Port Tampa Bay, Real Estate Department, at 1101 Channelside Drive, Tampa, Florida 33602 by 12:00 noon on May 4, 2017. Oral comments and objections may be presented at the hearing.

In accordance with the federal Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities requiring reasonable accommodation to participate in this hearing should call (813) 905-7678 or fax (813) 905-5109 not later than 48 hours prior to the hearing.

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION OF THE PORT TAMPA BAY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO HIRE A COURT REPORTER TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (459502) 4/14/2017

**SUBJECT: LEASE AGREEMENT WITH CENTRAL FLORIDA PIPELINE, LLC****BACKGROUND:**

Central Florida Pipeline, LLC (Central Florida) is a Kinder Morgan company that operates a 110-mile pipeline system consisting of 2 pipelines. One pipeline transports gasoline and batched denatured ethanol and another pipeline transports diesel fuel and jet fuel from Tampa to Orlando. Central Florida has leased approximately 3.45 acres of land from Port Tampa Bay (PTB), since 1995. Central Florida's Lease expired on March 31, 2015, and is currently on a month-to-month basis.

**FACTS/COMMENTS:**

PTB Staff and Central Florida Pipeline, LLC have negotiated the following terms:

**Premises:** Approximately 3.45 acres of improved land including above ground pipelines, an office building, and other equipment used in the transfer of marine petroleum and hydrocarbon liquid bulk products. Actual acreage of the Premises may be adjusted due to final review of survey.

**Use:** The administration, operation and maintenance of underground pipelines transporting marine petroleum and hydrocarbon liquid bulk products and ethanol.

**Term:** The Initial Term would be 6 years, commencing on October 1, 2017, with 3 Lease Extension Options of 5 years each.

**Lease Extension Options:**

Each 5 year Lease Extension Option would renew unless otherwise terminated by Central Florida upon written notice to PTB or Central Florida is in default. The Initial Lease Term and 3 Extension Options would coincide with the expiration of the initial term of the Common Use System License Agreement for the use of the Petroleum Terminal Piping System which expires September 29, 2038.

**Rent:** Annual Rent will be as follows:

<u>Lease Year</u>	<u>Rent</u>
1 (10/01/17 – 09/30/18)	\$23,000/acre/year
2 (10/01/18 – 09/30/19)	\$25,000/acre/year
3 – 6 (10/01/19 – 09/30/23) and the Lease Extensions	Rent would increase by CPI each lease year; subject to a 2.5% annual cap. Any increase exceeding 2.5% in a given year would be carried over to the following lease year.

**Pipeline Throughput:**

Lease Year 1 (10/01/17 – 09/30/18), the Throughput Rate would be \$0.0052 per BBL on all petroleum product over 10,000,000 BBLs.

Lease Year 2 - 6 (10/01/18 – 09/30/23) and the Lease Extension Options, the Throughput Rate would be adjusted at 5 year intervals based on the cumulative change in the CPI over the previous period.

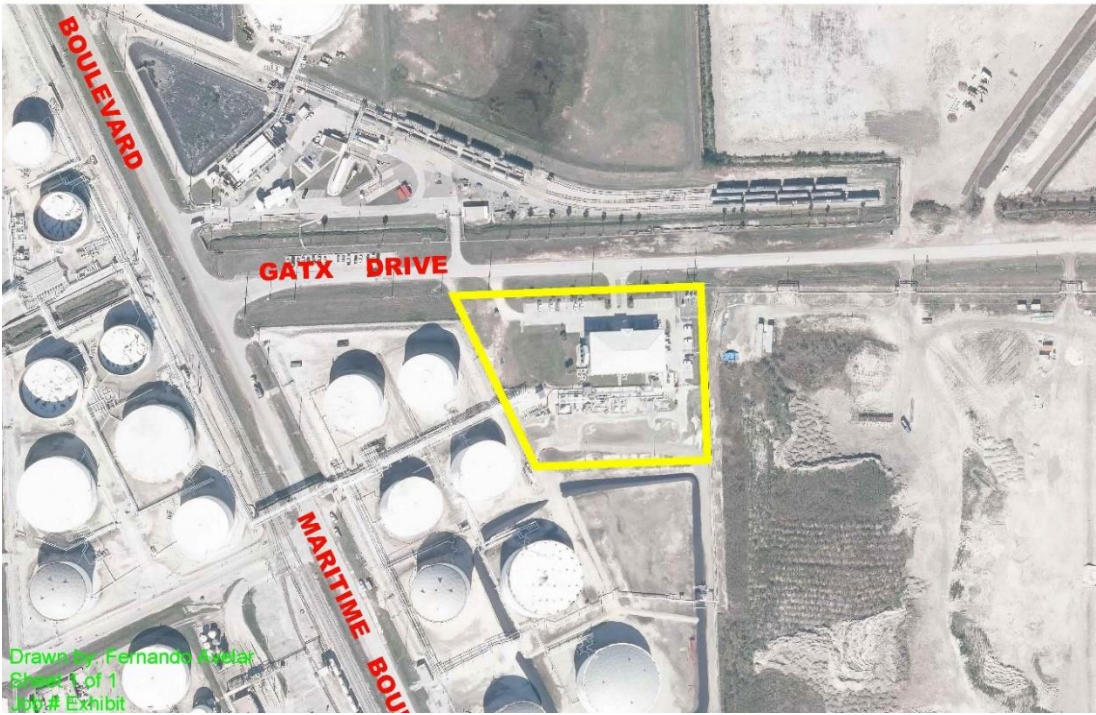
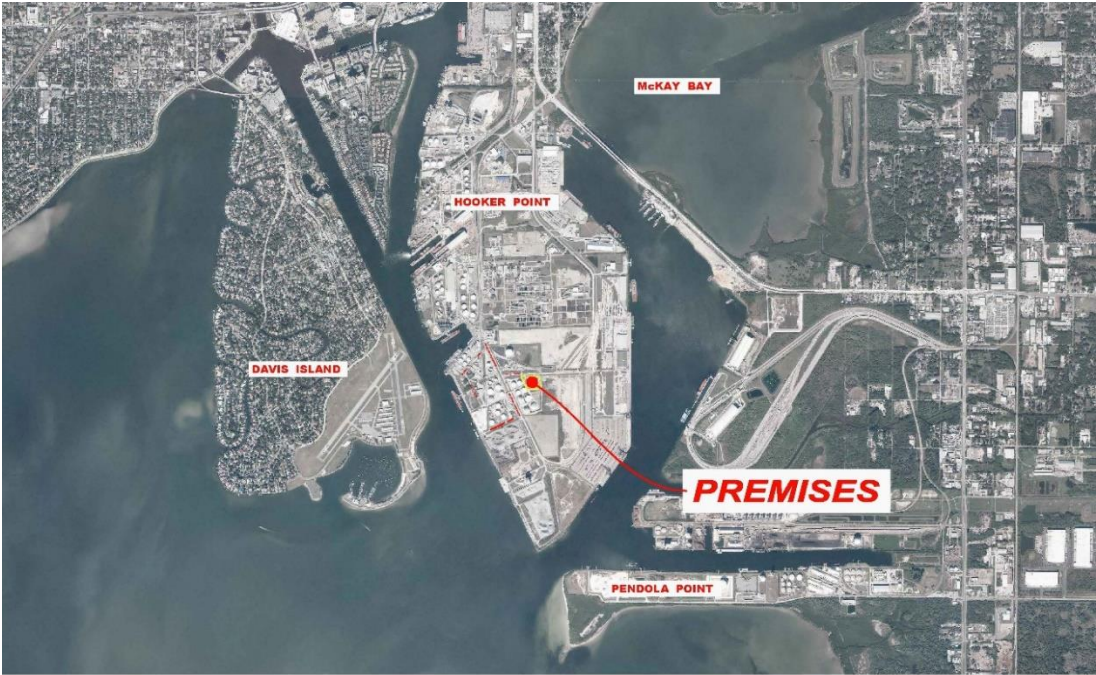
**Other:** All current easements would be revised as necessary and PTB will provide any new easements as necessary. Central Florida would be responsible for all real estate taxes, site improvements, insurance, and maintenance of the Premises and Easements. In addition, Central Florida would comply with all seaport security laws and regulations, environmental laws and regulations, and all other applicable laws and regulations.

A public hearing was held on May 5, 2017 and there were no comments.

**RECOMMENDATION:**

Authorize the Port President/CEO, or his designee, to enter into a lease amendment with Central Florida Pipeline, LLC, in accordance with the terms set forth above and subject to review by Principal Counsel.

Board Meeting  
May 16, 2017  
Real Estate #144273



Drawn by: Fernando Maslar  
Sheet 1 of 1  
City of Exhibit

## Memorandum

To: A. Paul Anderson  
President and CEO

CC: Charles Klug  
Raul Alfonso

From: Heather L. Eblin-Crowe

Date: May 5, 2017

Subject: Central Florida Pipeline, LLC – Lease Agreement – Public Hearing

95

This public hearing was held in accordance with procedures specified in Chapter 95-488, Laws of Florida. The subject public hearing was held before me on Friday, May 5, 2017 at 10:34 a.m. Attached is the transcription of the hearing along with copies of all exhibits.



Heather L. Eblin-Crowe  
Hearing Officer

Date 05/09/17

I hereby concur with the Hearing Officer's statement and recommend the Port President and CEO request approval by the Tampa Port Authority's Board of Commissioners to approve the Lease Agreement with Central Florida Pipeline, LLC.



Cathy Pinion  
Real Estate Project Manager

Date 05/09/2017

Attachments

**PUBLIC HEARING TRANSCRIPT**

May 5, 2017

Central Florida Pipeline, LLC – Lease Agreement

**ATTENDEES**

Cathy Pinion – PTB  
Ebony Tingle – PTB  
Lane Ramsfield – PTB

96

**HEARING OFFICER**

Heather L. Eblin-Crowe

1 **MRS. EBLIN-CROWE:**

2  
3 Good morning. Today is Friday, May 5, 2017 and this public hearing is called to  
4 order at 10:34 a.m. This hearing (inaudible) under the authority and pursuant to Chapter  
5 95-488 of the Laws of Florida. The purpose of the hearing is to hear comments from the  
6 general public and interested parties regarding the following:

7  
8 **LEASE AGREEMENT WITH CENTRAL FLORIDA PIPELINE, LLC**

9  
10 My name is Heather Eblin-Crowe and I am employed by the Tampa Port Authority  
11 doing business as Port Tampa Bay and have been appointed by its Board of  
12 Commissioners to serve as a hearing officer at public hearings such as the one we are  
13 conducting today. Sitting beside me is Cathy Pinion, Real Estate Project Manager who  
14 will assist me in this hearing.

15  
16 **MS. PINION:**

97

17  
18 Central Florida Pipeline, LLC, hereinafter referred to as Central Florida, is a Kinder  
19 Morgan company that operates a 110 mile pipeline system consisting of two pipelines.  
20 One pipeline transports gasoline, batched denatured ethanol and one pipeline that  
21 transports diesel fuel and jet fuel from Tampa to Orlando. Central Florida leases  
22 approximately 3.45 acres of land from the Tampa Port Authority since 1995. Central  
23 Florida's Lease expired on March 31, 2015, is and is currently in holdover status. Central  
24 Florida desires a new lease.

25  
26 The Premises is approximately 3.45 acres of improved land including above  
27 ground pipelines, an office building and other equipment used in the transfer of marine  
28 petroleum and hydrocarbon liquid bulk products.

29  
30 The Premises will be used for the administration, operation and maintenance of  
31 underground pipelines transporting marine petroleum and hydrocarbon liquid bulk  
32 products and ethanol within Florida and for no other use without the Port's prior written  
33 consent.

34  
35 The Initial Term of the Lease will be six (6) years, commencing on October 1, 2017,  
36 with three (3) five (5) year Lease Extension Options.

37  
38 Each five (5) year Lease Extension Option will automatically renew unless  
39 otherwise terminated by Central Florida upon written notice to Port Tampa Bay. However,  
40 no Lease Extension Option shall be exercisable by tenant during any period in which  
41 tenant is in default under the Lease. It is intended that the full term of the Lease will  
42 extend to coincide with the expiration of the Initial Term of the Common Use License  
43 System Agreement expiring September 30, 2038.

1 Annual Rent will be as follows:

2  
3 Lease Year 1 (10/01/2017 to 09/30/2018), Rent will be \$23,000 per acre per year

4  
5 Lease Year 2 (10/01/2018 to 09/30/2019), Rent will be \$25,000 per acre per year

6  
7 Lease Year 3 through Lease Year 6 (10/01/2019 to 09/30/2023), Rent will increase  
8 from the previous year by the CPI each lease year; however, the increase shall not  
9 exceed 2.5% for any given year. Any increase exceeding 2.5% will be carried over the  
10 following year.

11  
12 Pipeline Throughput will be as follows:

13  
14 Lease Year 1 (10/01/2017 to 09/30/2018), the Throughput Rate will be \$.52 per  
15 barrel on all petroleum products over 10,000,000 barrels.

16  
17 There was a scrivener's error in the Background Information on the Port's website  
18 regarding the Throughput Rate for Lease Years 2 through 6. The following is the  
19 corrected language:

20  
21 Commencing with Lease Year 2 (10/01/2018), (at the end) at the end of each five  
22 (5) year period thereafter, including the Lease Extension Options, the Pipeline  
23 Throughput Rate will increase based on the cumulative change in the Consumer Price  
24 Index from the previous Throughput Rate increase.

25  
26 All current easements will be revised as necessary and Port Tampa Bay will  
27 provide any new easements as necessary.

28  
29 Central Florida will be responsible for all real estate taxes, site improvements,  
30 insurance, and maintenance of the Premises and Easements. In addition, Central Florida  
31 will comply with all seaport security laws and regulations, environmental laws and  
32 regulations, and all other applicable laws and regulations.

33  
34 At this time, I would like to offer into the record Exhibit No. 1 which is the legal ad  
35 that appeared in the April 14, 2017 issue of the Tampa Bay Times advising of this public  
36 hearing. This is the only exhibit to be offered into the record.

37  
38 That is all.

39  
40 **MRS. EBLIN-CROWE:**

41  
42 Thank you Ms. Pinion, I will accept the Public Hearing Legal Ad exhibit and it will  
43 be entered into the record as presented.

44  
45 At this time we will take comments concerning this issue.

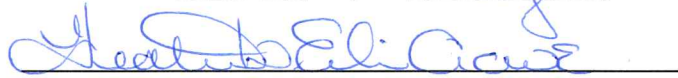
1 Are there any comments? Hearing none.

2  
3 Thank you.

4  
5 A transcript will be made and furnished to the Port Authority Staff. The Staff will  
6 make a recommendation to our Board of Commissioners, which will meet on May 16,  
7 2017. The Staff recommendation will be available on May 10, 2017. If there is nothing  
8 else to come before this hearing, I declare this hearing closed at 10:39 a.m.

9  
10 I, **HEATHER EBLIN-CROWE**, have read and approved the form of the attached  
11 transcript of the May 5, 2017 public hearing for Central Florida Pipeline, LLC.

12  
13 Dated this 9<sup>th</sup> day of May, 2017.

14  
15 

16 Heather L. Eblin-Crowe  
17 Public Hearing Officer

99

# SIGN-IN SHEET

## PUBLIC HEARING FOR

### CENTRAL FLORIDA PIPELINE, LLC. – LEASE AGREEMENT

Friday, May 5, 2017 @ 10:30 A.M.

#### PLEASE PRINT THE FOLLOWING INFORMATION

	YOUR NAME (Please print)	COMPANY NAME (Please print full company name)	COMPLETE COMPANY ADDRESS (Please print full company address)	Do you plan to comment?
1.				
2.				
3.				
4.		2012 S		
5.				
6.				
7.				
8.				
9.				
10.				

**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA } ss  
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared **Johnnie Murry** who on oath says that he/she is **Legal Clerk** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Central Florid Pipe** was published in **Tampa Bay Times: 4/14/17**, in said newspaper in the issues of **Baylink Hillsborough**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

*Johnnie Murry*  
Signature of Affiant

Sworn to and subscribed before me this 04/14/2017.

*Kathleen J. Klase*  
Signature of Notary Public

Personally known  or produced identification

Type of identification produced \_\_\_\_\_



**TAMPA PORT AUTHORITY  
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 10:30 a.m., May 5, 2017 before the Tampa Port Authority, d/b/a Port Tampa Bay, at its offices located at 1101 Channelside Drive, Tampa, Florida, to hear public comments regarding the following:

**LEASE AGREEMENT WITH CENTRAL FLORIDA PIPELINE, LLC**

Additional information is available online at [www.tampaport.com](http://www.tampaport.com). All written comments and objections directed toward the foregoing matter should be filed with the Port Tampa Bay, Real Estate Department, at 1101 Channelside Drive, Tampa, Florida 33602 by 12:00 noon on May 4, 2017. Oral comments and objections may be presented at the hearing.

In accordance with the federal Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities requiring reasonable accommodation to participate in this hearing should call (813) 905-7678 or fax (813) 905-5109 not later than 48 hours prior to the hearing.

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION OF THE PORT TAMPA BAY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO HIRE A COURT REPORTER TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (459474) 4/14/2017

**SUBJECT: RANKING OF FIRMS AND CONTRACT AWARD FOR PROVIDER OF INSURANCE BROKER SERVICES RFP-002-17**

**BACKGROUND:**

In March 2017, Port Tampa Bay (PTB) solicited Requests for Proposals (RFP) from interested firms qualified to perform insurance broker services. Services provided by PTB's insurance broker include, without limitation, the marketing and placement of all insurance policies purchased by PTB, the evaluation of exposures to risk and development of recommendation for responding to these exposures, the coordination of all insurance claims and the ongoing review and development of loss control and safety recommendations to mitigate future claims, all to be performed under the direction of PTB staff and in conjunction with PTB's independent insurance advisor. The current insurance broker services contract expires August 31, 2017.

**FACTS/COMMENTS:**

On March 3, 2017 the PTB advertised the RFP for insurance broker services in the Tampa Bay Times, LaGaceta and Florida Sentinel as well as electronically on DemandStar. Five (5) firms attended the March 10, 2017 mandatory pre-proposal teleconference. On March 30, 2017, PTB received four (4) responsive proposals.

The Evaluation Committee (committee), consisting of Sid Webber of Interisk Corporation, PTB's independent insurance consultant; Lane Ramsfield, PTB Vice President of Real Estate; and Phillip Lawson, PTB Accountant, reviewed and ranked the written proposals on April 20, 2017. The committee ranked the firms in the following preferential order:

<b><u>Proposer</u></b>	<b><u>SBE %</u></b>
1. Hugh Wood, Inc.	10%
2. McGriff, Seibels & Williams, Inc.	9%
3. Alliant Insurance Services, Inc.	9%
4. Arthur J. Gallagher Risk Management Services, Inc.	10%

Hugh Wood Inc. (HWI) received high rankings for the experience of the firm and key personnel in handling port/maritime-related insurance programs. In addition to meeting all of the criteria set forth in the RFP, HWI has committed to a Small Business Enterprise (SBE) participation goal of ten percent (10%) by partnering with Leslie Saunders Insurance Agency, Inc., a PTB registered SBE firm. The term of the contract will be for one (1) year with two (2) one-year renewal options which may be exercised at the sole discretion of PTB.

Compensation for this service will not exceed a flat fee of \$50,000 per year. The compensation paid to PTB will be credited with any and all commissions, fees or any

other source of revenue received by HWI or any affiliated intermediary, wholesale, managing general agent or affiliated company of HWI.

Funds for this contract were included in the approved FY2017 and proposed FY2018 Operating Expense Budget.

**RECOMMENDATION:**

Approve the final ranking of firms for Insurance Broker Services and authorize the Port President/CEO, or his designee, to enter into an agreement with Hugh Wood, Inc. for one (1) year with two (2) one-year options with compensation not to exceed \$50,000 per year, subject to review by Principal Counsel.

Board Meeting  
May 16, 2017  
Finance #ID144224

**INSURANCE BROKER SERVICES  
PROPOSAL EVALUATION SUMMARY**

**RFP NO. P-002-17**

	<b>Firm Names</b>			
<b>Committee Member</b>	<b>Alliant Insurance Services</b>	<b>Arthur J. Gallagher</b>	<b>Hugh Wood, Inc.</b>	<b>McGriff, Seibels &amp; Williams</b>
Evaluator #1	2.60	3.05	1.25	1.60
Evaluator #2	1.90	1.85	1.65	2.50
Evaluator #3	2.20	2.75	1.05	1.90
<b>Total</b>	<b>6.70</b>	<b>7.65</b>	<b>3.95</b>	<b>6.00</b>
<b>Ranking</b>	<b>3</b>	<b>4</b>	<b>1</b>	<b>2</b>

104

**Ranking Scale:** #1 (the lowest score) is the best score, #2 second best, #3 third best.....

**Ranking Directions:** Each evaluator shall rank each respondent independently for each category based on the above referenced ranking scale.

**PROPOSAL EVALUATION - RFP NO. P-002-17 INSURANCE BROKER SERVICES**

		Firm Names				
Evaluation Criteria		Weight	Alliant Insurance Services, Inc.	Arthur J. Gallagher	Hugh Wood, Inc.	McGriff, Seibels & Williams, Inc.
1	<p><b><u>Qualifications / Experience of the Firm (i.e. responsible):</u></b></p> <ul style="list-style-type: none"> <li>Detail experience and qualifications of the firm.</li> <li>Demonstrate firm's ability to directly negotiate with potential insurers and the firm's need to utilize wholesale brokers or intermediaries.</li> <li>Demonstrate experience in providing broker services for public entities in Hillsborough County, the State of Florida or a Port or Marine industry.</li> <li>Discuss firm's accessibility to PTB.</li> </ul>	30%	4	3	1	2
2	<p><b><u>Qualifications / Experience of Key Personnel:</u></b></p> <ul style="list-style-type: none"> <li>Detail qualifications, experience, ability and skill of the firm's individual staff members who will perform and oversee the work detailed in the Description of Project and Scope (Section B, Paragraph 1.2).</li> <li>Highlight key personnel's experience in servicing public entities in Hillsborough County, the State of Florida or a Port or Marine industry.</li> </ul>	30%	3	4	1	2
3	<p><b><u>Fee Schedule:</u></b></p> <ul style="list-style-type: none"> <li>Fee to be charged for the performance of work detailed in the Description of Services (Section B, Paragraph 1.2).</li> <li>Process for handling any commissions received by firm i.e., retained by firm, credited to PTB, etc.</li> </ul>	25%	1	2	1	1
4	<p><b><u>Responder's Overall Responsiveness:</u></b></p> <ul style="list-style-type: none"> <li>Overall completeness, clarity and quality of the Proposal.</li> <li>Meets the requirements as stated in Section A, Part 3.0 and Section B, Paragraphs 1.2-1.4 and is organized, tabbed and assembled in order requested and includes only the data requested.</li> <li>Thoroughness of Questionnaire Responses (Form 6) as well as References (Form 2).</li> </ul>	10%	2	4	3	1
5	<p><b><u>Volume of Work:</u></b></p> <ul style="list-style-type: none"> <li>Considers fees PTB paid to the firm within the last three (3) years with the intent of effecting an equitable distribution of contracts among qualified firms. NOTE: Proposers having no or lower fee amounts will have slight advantage over firms having higher total of fees paid.</li> </ul>	5%	1	1	2	1
<b>Total:</b>		<b>100%</b>	<b>2.60</b>	<b>3.05</b>	<b>1.25</b>	<b>1.60</b>

105

**Ranking Scale:** #1 is the highest score, #2 second highest, #3 third highest.....

**Ranking Directions:** Each evaluator shall rank each respondent independently for each category based on the above referenced ranking scale.

**Evaluator Printed Name:**     Evaluator #1    

**Date:**           4/20/2017          

**Evaluator Signature:**           (on file)

**PROPOSAL EVALUATION - RFP NO. P-002-17 INSURANCE BROKER SERVICES**

		Firm Names				
Evaluation Criteria		Weight	Alliant Insurance Services, Inc.	Arthur J. Gallagher	Hugh Wood, Inc.	McGriff, Seibels & Williams, Inc.
1	<p><b><u>Qualifications / Experience of the Firm (i.e. responsible):</u></b></p> <ul style="list-style-type: none"> <li>Detail experience and qualifications of the firm.</li> <li>Demonstrate firm's ability to directly negotiate with potential insurers and the firm's need to utilize wholesale brokers or intermediaries.</li> <li>Demonstrate experience in providing broker services for public entities in Hillsborough County, the State of Florida or a Port or Marine industry.</li> <li>Discuss firm's accessibility to PTB.</li> </ul>	30%	4	1	2	3
2	<p><b><u>Qualifications / Experience of Key Personnel:</u></b></p> <ul style="list-style-type: none"> <li>Detail qualifications, experience, ability and skill of the firm's individual staff members who will perform and oversee the work detailed in the Description of Project and Scope (Section B, Paragraph 1.2).</li> <li>Highlight key personnel's experience in servicing public entities in Hillsborough County, the State of Florida or a Port or Marine industry.</li> </ul>	30%	1	3	2	4
3	<p><b><u>Fee Schedule:</u></b></p> <ul style="list-style-type: none"> <li>Fee to be charged for the performance of work detailed in the Description of Services (Section B, Paragraph 1.2).</li> <li>Process for handling any commissions received by firm i.e., retained by firm, credited to PTB, etc.</li> </ul>	25%	1	2	1	1
4	<p><b><u>Responder's Overall Responsiveness:</u></b></p> <ul style="list-style-type: none"> <li>Overall completeness, clarity and quality of the Proposal.</li> <li>Meets the requirements as stated in Section A, Part 3.0 and Section B, Paragraphs 1.2-1.4 and is organized, tabbed and assembled in order requested and includes only the data requested.</li> <li>Thoroughness of Questionnaire Responses (Form 6) as well as References (Form 2).</li> </ul>	10%	1	1	1	1
5	<p><b><u>Volume of Work:</u></b></p> <ul style="list-style-type: none"> <li>Considers fees PTB paid to the firm within the last three (3) years with the intent of effecting an equitable distribution of contracts among qualified firms. NOTE: Proposers having no or lower fee amounts will have slight advantage over firms having higher total of fees paid.</li> </ul>	5%	1	1	2	1
<b>Total:</b>		<b>100%</b>	<b>1.90</b>	<b>1.85</b>	<b>1.65</b>	<b>2.50</b>

106

**Ranking Scale:** #1 is the highest score, #2 second highest, #3 third highest.....

**Ranking Directions:** Each evaluator shall rank each respondent independently for each category based on the above referenced ranking scale.

**Evaluator Printed Name:**     Evaluator #2    

**Date:**                     4/20/2017                    

**Evaluator Signature:**                     (on file)

**PROPOSAL EVALUATION - RFP NO. P-002-17 INSURANCE BROKER SERVICES**

	Evaluation Criteria	Weight	Firm Names			
			Alliant Insurance Services, Inc.	Arthur J. Gallagher	Hugh Wood, Inc.	McGriff, Seibels & Williams, Inc.
1	<p><b><u>Qualifications / Experience of the Firm (i.e. responsible):</u></b></p> <ul style="list-style-type: none"> <li>Detail experience and qualifications of the firm.</li> <li>Demonstrate firm's ability to directly negotiate with potential insurers and the firm's need to utilize wholesale brokers or intermediaries.</li> <li>Demonstrate experience in providing broker services for public entities in Hillsborough County, the State of Florida or a Port or Marine industry.</li> <li>Discuss firm's accessibility to PTB.</li> </ul>	30%	2	4	1	3
2	<p><b><u>Qualifications / Experience of Key Personnel:</u></b></p> <ul style="list-style-type: none"> <li>Detail qualifications, experience, ability and skill of the firm's individual staff members who will perform and oversee the work detailed in the Description of Project and Scope (Section B, Paragraph 1.2).</li> <li>Highlight key personnel's experience in servicing public entities in Hillsborough County, the State of Florida or a Port or Marine industry.</li> </ul>	30%	4	3	1	2
3	<p><b><u>Fee Schedule:</u></b></p> <ul style="list-style-type: none"> <li>Fee to be charged for the performance of work detailed in the Description of Services (Section B, Paragraph 1.2).</li> <li>Process for handling any commissions received by firm i.e., retained by firm, credited to PTB, etc.</li> </ul>	25%	1	2	1	1
4	<p><b><u>Responder's Overall Responsiveness:</u></b></p> <ul style="list-style-type: none"> <li>Overall completeness, clarity and quality of the Proposal.</li> <li>Meets the requirements as stated in Section A, Part 3.0 and Section B, Paragraphs 1.2-1.4 and is organized, tabbed and assembled in order requested and includes only the data requested.</li> <li>Thoroughness of Questionnaire Responses (Form 6) as well as References (Form 2).</li> </ul>	10%	1	1	1	1
5	<p><b><u>Volume of Work:</u></b></p> <ul style="list-style-type: none"> <li>Considers fees PTB paid to the firm within the last three (3) years with the intent of effecting an equitable distribution of contracts among qualified firms. NOTE: Proposers having no or lower fee amounts will have slight advantage over firms having higher total of fees paid.</li> </ul>	5%	1	1	2	1
<b>Total:</b>		<b>100%</b>	<b>2.20</b>	<b>2.75</b>	<b>1.05</b>	<b>1.90</b>

107

**Ranking Scale:** #1 is the highest score, #2 second highest, #3 third highest.....

**Ranking Directions:** Each evaluator shall rank each respondent independently for each category based on the above referenced ranking scale.

**Evaluator Printed Name:**     Evaluator #3    

**Date:**                     4/20/2017                    

**Evaluator Signature:**                     (on file)

**SUBJECT: RESOLUTION AUTHORIZING THE REFINANCING OF THE SERIES  
2012 PNC LOAN**

**BACKGROUND:**

In April 2012, Port Tampa Bay's (PTB) Board of Commissioners approved a variable rate bank loan of \$19.675 million with PNC Bank ("Series 2012 PNC Loan"). The purpose of the Series 2012 PNC Loan was to refund the Series 2002A Revenue Bonds which had a call date (the date on which a bond can be redeemed before maturity) of June 1, 2012. In 2006, PTB entered into a fixed-payer swap, beginning on June 1, 2012, in which PTB pays a fixed rate of 5.05% and receives the Securities Industry and Financial Markets Association (SIFMA) index short-term tax-exempt rate. Interest rates at that time made the Series 2012 PNC Loan the most favorable option to refund the Series 2002A Bonds. The Series 2012 PNC Loan was selected as a result of proposals received from a Request For Proposal (RFP) issued by PTB's independent financial advisors PFM Financial Advisors, LLC ("PFM") on behalf of PTB.

The mechanics of the Series 2012 PNC Loan and associated swap were as follows: PTB entered into a directly placed loan with PNC Bank with a variable interest rate of 72% of the one (1)-month London Interbank Offered Rate (LIBOR) plus 88 basis points. The swap, which was originally placed with Morgan Stanley, was then transferred (also known as "novated") to the loan provider PNC Bank so that both the variable rate swap payment and the variable rate loan payment were consistent. Through the swap, PTB received 72% of the 1-month LIBOR plus 6.5 basis points and paid 5.05%. PTB's all-in synthetic fixed rate for that transaction was 5.865%. The 2012 PNC Loan was for a five (5)-year term, terminating on June 1, 2017.

The current outstanding balance as of the end of the term of the Series 2012 PNC Loan on June 1, 2017 will be \$14.595 million.

**FACTS/COMMENTS:**

As noted above, the term of the Series 2012 PNC Loan has a mandatory tender at five (5) years. On June 1, 2017, at the end of the 5-year term, the Series 2012 PNC Loan may be extended or repriced or PTB would have the option of refinancing the outstanding loan balance. PFM reviewed several options for refinancing the outstanding loan balance including a termination of the existing swap with PNC and a corresponding fixed rate debt issuance. Because of the current low interest rates, PFM has determined that the economics are more favorable to keep the existing structure in place, i.e. a variable interest rate loan swapped back to a fixed rate. To ensure transparency and yield the best results, PFM, on behalf of PTB, issued a Request For Proposal (RFP) identifying those banks that would be able to provide the lowest cost loan to refinance the Series 2012 PNC Bank loan with a similar structure as the current PNC loan.

PFM received seven (7) proposals in response to the RFP. The most economically favorable proposal was received from Iberia Bank (Iberia). Under Iberia's proposal, PTB would pay a variable interest rate of SIFMA plus 41 basis points, currently 1.260%. The existing swap agreement with PNC would remain in place and PTB would continue to pay 5.05% to PNC for the remainder of the term of the swap agreement through 2027 and in

return receive SIFMA. PTB's all-in synthetic fixed rate would be the 5.46%. The Iberia loan will also match the end date of the swap agreement, but can be refinanced prior to that if deemed prudent by PTB.

While the transaction is being undertaken as a necessity due to the structure of the existing loan, the new loan does achieve estimated debt service savings in excess of \$300,000 (2.1%), after cost of issuance, under the Iberia proposal when compared to extending the Series 2012 PNC Bank loan. The new loan is also more economically favorable when compared to a fixed rate debt issuance.

A transaction of this nature requires the PTB Board of Commissioners to adopt a resolution authorizing the transaction. PTB's bond counsel, Bryant Miller Olive, P.A., together with the PTB staff and financial advisor, PFM, have prepared the attached resolution for consideration and approval.

**RECOMMENDATION:**

Adopt the attached resolution authorizing the refinancing of the Series 2012 PNC bank loan through the use of a tax-exempt bank loan from Iberia Bank with the terms and conditions stated on the following page.

Board Meeting  
May 16, 2017  
Finance 144535

**TERMS OF THE VARIABLE RATE BANK LOAN PROVIDED BY IBERIA BANK**

<b>Facility Type:</b>	<b>Tax-exempt Bank Loan</b>
<b>Purpose:</b>	<b>Refinance the Series 2012 PNC Bank Loan</b>
<b>Amount:</b>	<b>\$14.595 million</b>
<b>Interest Rate:</b>	<b>Floating Rate SIFMA plus 41 basis points (1.260% as of 5/4/2017)</b>
<b>Term:</b>	<b>10 years</b>
<b>Prepayment Penalty:</b>	<b>Prepayment can be made at any time during the life of the loan without penalty</b>
<b>Security &amp; Covenants</b>	<b>On parity with PTB's other existing senior lien bond obligations</b>
<b>Cost of Issuance:</b>	<b>\$100,000 estimated</b>
<b>Reserve Fund:</b>	<b>None</b>

## RESOLUTION

A RESOLUTION OF THE HILLSBOROUGH COUNTY PORT DISTRICT, FLORIDA, AUTHORIZING THE PORT DIRECTOR TO TAKE ALL NECESSARY ACTION TO ACCEPT THE PROPOSAL OF IBERIABANK, AS LENDER, TO PURCHASE A NOTE IN ORDER TO PROVIDE A LOAN TO THE DISTRICT IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$14,595,000 FOR THE PURPOSES OF REFUNDING THE DISTRICT'S OUTSTANDING SERIES 2012 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A REVENUE REFUNDING NOTE, SERIES 2017 IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$14,595,000 TO SECURE THE LOAN; PROVIDING FOR THE PAYMENT OF SUCH NOTE ON PARITY WITH CERTAIN OTHER DEBT FROM THE REVENUES OF THE HILLSBOROUGH COUNTY PORT DISTRICT; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ISSUANCE OF SUCH NOTE INCLUDING THE SECURITY THEREFOR, THE RIGHTS OF THE LENDER AND THE LIMITED OBLIGATIONS OF THE TAMPA PORT AUTHORITY IN CONNECTION THEREWITH; PROVIDING FOR PAYMENT OF THE COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR EXECUTION AND DELIVERY OF ALL INSTRUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH NOTE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE TAMPA PORT AUTHORITY (the "Port Authority" or "Authority") the governing body of the Hillsborough County Port District, Hillsborough County, Florida (the "District"):

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**ARTICLE I.  
AUTHORITY FOR THIS RESOLUTION**

This Resolution is adopted pursuant to the provisions of (i) Chapter 95-488, Laws of Florida, as amended, (ii) Chapter 315, Florida Statutes, and (iii) other applicable provisions of law (being hereafter collectively referred to as the "Act"), and is deemed to constitute a Supplemental Resolution pursuant to the Master Senior Lien Resolution (each as hereinafter defined).

**ARTICLE II.  
DEFINITIONS**

The terms defined in this Article II shall, for the purposes of this Resolution, have the meanings herein specified, unless the context clearly requires otherwise. CAPITALIZED TERMS USED HEREIN NOT DEFINED IN THIS RESOLUTION SHALL HAVE THE MEANINGS ASCRIBED TO SUCH TERMS IN THE MASTER SENIOR LIEN RESOLUTION (as hereinafter defined).

"Act" shall have the same meaning as provided therefor in Article I of this Resolution.

"Amended and Restated Confirmation" shall mean the Amended and Restated Confirmation of Interest Rate Swap dated April 18, 2012 between the District and PNC Bank, National Association (Reference MX 34719).

"Business Day" shall mean any day other than Saturday, Sunday, or days on which the Principal Office of the Lender is authorized by law to close.

"Chairman" means the Chairman of the Port Authority or, in the Chairman's absence or unavailability, the Vice-Chairman of the Port Authority.

"Default Rate" means the lesser of: (i) ten percent (10.00%) per annum, or (ii) the maximum rate permitted by law.

"District" means the Hillsborough County Port District, Hillsborough County, Florida, acting by and through the Port Authority and established in accordance with Chapter 95-488, Laws of Florida.

"Financial Advisor" means PFM Financial Advisors LLC.

"Interest Payment Date" shall be the first business day of each month, commencing July 3, 2017.

"Interest Rate" shall be the variable rate of interest as set forth in Section 402 hereof.

"Lender" means IBERIABANK, and any successor or assigns as a holder of the Note.

"Loan" means the loan in a principal amount of not exceeding \$14,595,000 from the Lender to the District and secured by the Note.

"Maturity Date" means June 1, 2027, the final maturity of the Note.

"Master Senior Lien Resolution" means the Resolution adopted by the District on April 6, 1995 relating to the issuance of the Outstanding Parity Obligations any Additional Bonds hereafter issued, and as the same may be amended from time to time, which provides for the issuance by the District from time-to-time of Additional Bonds as provided therein.

"Note" means the Revenue Refunding Note, Series 2017, issued pursuant to the terms and conditions contained herein, in the aggregate principal amount of not exceeding \$14,595,000, substantially in the form of Exhibit A hereto and herein authorized to be issued.

"Noteholder" means the Lender as the holder of the Note, or any other registered holder or participant in the Note.

"Origination Fee" means the Lender's origination fee equal to 0.10% of the original principal amount of the Note, to be paid by the Port Authority with the other costs of issuance on the date the Note issued.

"Outstanding" means when used with respect to the Note, the Note theretofore delivered except any portion of the Note paid or redeemed or canceled in accordance with this Resolution.

"Outstanding Parity Obligations" means the Series 2008 Note, the Series 2011 Note, the Series 2015 Note and the Series 2016 Note.

"Paying Agent" means the Chief Financial Officer of the Port Authority or any other person designated by the Port Authority to serve as paying agent for the Note that shall have agreed to arrange for the timely payment of the principal of, interest on and redemption premiums, if any, with respect to the Note to the Noteholder, from funds made available therefor by the Port Authority on behalf of the District, and any successors designated pursuant to this Resolution.

"Port Authority" or "Authority" means the Tampa Port Authority, the governing body of the District.

"Port Director" means the executive port director of the District appointed by the Port Authority.

"Principal Office" means, with respect to the Lender, the office located at \_\_\_\_\_, Tampa, Florida \_\_\_\_\_, or such other office as the Lender may designate to the Port Authority in writing.

"Refunding" means the refunding of the Series 2012 Bonds which are subject to tender on the "Lender Put Date" (as defined in the form of the Series 2012 Bond) on June 1, 2017.

"Registrar" means the Port Authority or any agent designated from time to time by the Port Authority to maintain the registration books for the Note or to perform other duties with respect to registering the transfer of Note.

"Secretary-Treasurer" means the Secretary-Treasurer of the Port Authority or, in the absence or unavailability of the Secretary-Treasurer, any other member of the Port Authority Board.

"Series 2008 Note" means the District's 2008 Revenue Note, dated June 6, 2008, issued pursuant to the Master Senior Lien Resolution.

"Series 2011 Note" means the District's 2011 Refunding Revenue Note (Taxable), dated December 8, 2011, issued pursuant to the Master Senior Lien Resolution.

"Series 2012 Bond" or "Refunded Bonds" means the District's Refunding Revenue Bonds (Tampa Port Authority Project), Series 2012, dated April 20, 2012, issued pursuant to the Master Senior Lien Resolution.

"Series 2015 Note" means the District's Revenue Refunding Note, Series 2015, dated March 3, 2015, issued pursuant to the Master Senior Lien Resolution.

"Series 2016 Note" means the District's Revenue Refunding Note, Series 2016, dated March 3, 2016, issued pursuant to the Master Senior Lien Resolution.

"SIFMA Index" means the Securities Industry and Financial Markets Association<sup>TM</sup> Municipal Swap Index as disseminated by Municipal Market Data, a Thomson Financial Services Company, or its successor or as otherwise designated by The Securities Industry and Financial Markets Association or any successor thereto, or if such index is no longer available, another reasonably comparable index selected in good faith by the Lender in consultation with the Port's Financial Advisor.

"SIFMA Rate" means for any day the rate level of the most recently effective SIFMA Index which is compiled from the weekly interest rate resets of tax-exempt variable rate issues

included in a database maintained by Bloomberg which meet specific criteria established from time to time by the Securities Industry and Financial Markets Association (SIFMA) and is issued on Wednesday of each week, or, if any Wednesday is not a U.S. Government Securities business day, the next succeeding Thursday or, if such SIFMA Index is not available on any such Thursday, the next succeeding U.S. Government Securities business day. The SIFMA Rate shall be effective on each Thursday though the following Wednesday.

"Tender Date" means June 1, 2017.

"U.S. Government Securities business day" means any day other than (a) a Saturday or a Sunday, or (b) a day on which the SIFMA recommends that the fixed income departments of its members be closed for the entire date for purposes of trading in U.S. Government Securities.

### **ARTICLE III. FINDINGS**

**SECTION 301. Introduction.** The Port Authority hereby ascertains, determines and declares the findings set forth in the remaining sections of this Article.

**SECTION 302. Authority to Issue Note.** The Port Authority, as governing body of and on behalf of the District, is authorized and empowered under the Act to issue the Note to refinance (i) the cost of projects specified in the Act, and (ii) any and all other facilities and assets, including all property rights, easements and franchises relating to any such specified project or projects, which by resolution the Port Authority may find necessary and convenient. Pursuant to Section 8.01(G) of the Master Senior Lien Resolution, the Port Authority is empowered to adopt this Resolution as a Supplemental Resolution in order to authorize the Note as an Additional Bond in order to refinance those projects financed with the proceeds of the Refunded Bonds.

**SECTION 303. Issuance of Note on Parity.** In order to preserve and promote port development the Port Authority desires to undertake the Refunding by issuance of the Note, which Note will be supported by a pledge of the Pledged Funds on parity with the Outstanding Parity Obligations and any Additional Bonds hereafter issued. The Port Authority further finds that the requirements of Section 4.02 of the Master Senior Lien Resolution shall be met prior to the issuance of the Note.

**SECTION 304. Refunding Authorized.** The Refunding is hereby authorized to be financed with the proceeds of the Note. The payment of the costs of issuance of the Note is authorized to be funded by the Port Authority from funds on hand and not from the proceeds of the Note, including but not limited to the Bond Counsel fees and costs, Financial Advisor fees and costs, the Origination Fee, and the Noteholder's counsel fee.

**SECTION 305. Source of Payment.** The Note shall be secured by and payable solely from the Pledged Funds. The pledge of the Pledged Funds shall constitute a first lien thereon on a parity with all other first lien obligations issued pursuant to the Master Senior Lien Resolution, including the Outstanding Parity Obligations and any Additional Bonds issued after the date hereof; and the Note shall constitute an Additional Bond as such term is used and defined in the Master Senior Lien Resolution. As described in Section 602 hereof, the Note shall not be secured by a Reserve Account. The Note shall constitute a revenue obligation of the District; provided, however, the Note shall not constitute a general indebtedness of the District, Hillsborough County, or any other political subdivision of the State of Florida. No Noteholder shall ever have the right to (i) compel, directly or indirectly, the exercise of any ad valorem taxing power of the District, Hillsborough County, or any other political subdivision of the State of Florida, or taxation, in any form, on any real property, to pay the cost of operation and maintenance of the properties of the District or to pay the Note or the interest thereon, or (ii) to enforce payment of such principal and interest from any funds of the Port Authority other than the Pledged Funds.

**SECTION 306. Sufficient Revenues.** The Pledged Funds will be sufficient to pay the principal of and interest on the Note, and all other amounts required to be paid with respect to the Note and all other Bonds and other obligations issued pursuant to the Master Senior Lien Resolution.

**SECTION 307. No Default Under the Master Senior Lien Resolution; Covenants Applicable.** The Port Authority is not in default in performing any of the covenants and obligations assumed under or provided in the Master Senior Lien Resolution. All payments thereunder required have been made to the full extent required. As required by Section 4.02 of the Master Senior Lien Resolution, the Port Authority hereby recites that all of the covenants contained therein shall be applicable to the Note issued hereunder until the Note matures or is otherwise defeased.

**SECTION 308. Tax Exempt.** The Port Authority intends that interest to be paid on the Note will be excluded from gross income for federal income tax purposes under existing laws of the United States of America, except that the Note will be a "private activity bond," the interest on which will be an item of tax preference for all taxpayers for purposes of the federal alternative minimum tax.

**SECTION 309. No Conflict.** The issuance of the Note will be in compliance with, and will not conflict with or result in a breach of, the Act or other provisions of law or any term, condition or provision of any resolution, covenant, agreement or instrument to which the Port Authority is a party or by which it is bound including, without limitation, the Master Senior Lien Resolution and will not constitute a default or violation under any of the foregoing.

**SECTION 310. Issuance of Note.** The issuance of the Note to the Lender to evidence the Loan has been undertaken based upon the Port Authority's request for proposals

from potential lenders. The proposal of the Lender is hereby determined to be in the best interest of the Port Authority because: (i) of prevailing market conditions, and (ii) the interest rate to be paid to the Noteholder is within or lower than the range of prevailing interest rates on similar obligations. The negotiated issuance and sale of the Note to the Lender upon the Lender's payment of the purchase price, and the terms and conditions and other provisions contained herein is hereby approved.

**ARTICLE IV.  
FORM, AWARD, EXECUTION AND DELIVERY OF NOTE**

**SECTION 401. Authorization of Note.** Subject and pursuant to the provisions hereof, the Port Authority hereby authorizes the issuance of its obligation to be known as the "Hillsborough County Port District Revenue Refunding Note, Series 2017," in the initial aggregate principal amount of not exceeding \$14,595,000 as security for the Loan, for the purpose of financing with the proceeds thereof the cost of the Refunding. The Note shall be secured and payable as provided in Sections 305 and 601 hereof.

**SECTION 402. Description of Note.**

A. The Note shall be issuable as a fully registered Note in the initial denomination of the full principal amount of the Note, such principal amount to be determined and as set forth therein on the date of issuance of the Note. Principal payments shall be due annually, in the amounts set forth in the Note, on June 1 of each year commencing June 1, 2018 and ending on the Maturity Date.

B. The Note shall be dated the date of its delivery and shall be payable as set forth therein. Interest on the Note shall accrue on the outstanding principal balance thereof at the Interest Rate.

C. Interest on the Note shall be payable on each Interest Payment Date. Interest on the Note shall be calculated on the basis of a **[actual days][30]**/360-day year, and shall be the SIFMA Rate plus 0.41%. The intent of the Lender and the Port Authority is that the floating SIFMA Rate used to calculate the Interest Rate on the Note equal to the same floating rate for each calculation period as described in the Amended and Restated Confirmation.

D. Interest on the Note shall be payable to the registered Noteholder thereof in lawful money of the United States of America and shall be paid by check or draft of the Paying Agent mailed to the registered Noteholder at his address as it appears on the registration books of the Registrar at the close of business on the fifteenth (15<sup>th</sup>) day (whether or not a business day) of the month preceding the Interest Payment Date (the "Record Date"), irrespective of any transfer or exchange of such Note subsequent to such Record Date and prior to such payment date, unless the Port Authority shall be in default in payment of interest due on such Interest

Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name such Note is registered at the close of business on a special record date for the payment of such default interest as established by notice by deposit in the U.S. mails, postage prepaid, by the Port Authority to the registered Noteholder not less than fifteen (15) days precedent such special record date. Such notice shall be mailed to the person in whose name the Note is registered at the close of business on the fifth (5<sup>th</sup>) day precedent the date of mailing. Upon final payment the Noteholder shall return the cancelled Note to the Port Authority or shall otherwise provide evidence that the Note has been paid and cancelled.

E. The Note shall be in registered form. The name and address of the registered Noteholder shall be maintained at all times by the Registrar.

F. Upon the failure of the District to provide the necessary sums for the payment of the principal and/or interest on the Note as described in this Section 402, and such failure continues for more than five (5) days following notice of same by the Lender, any due and unpaid principal and interest on the Note shall bear interest at the Default Rate from the date due until paid and collected.

**SECTION 403. Form of Note.** The text of the Note shall be substantially in the form contained in Exhibit A attached hereto and made a part hereof, with such omissions, insertions and variations as may be necessary or desirable and authorized or permitted by this Resolution, the Master Senior Lien Resolution, or by any subsequent resolution adopted prior to the issuance thereof.

**SECTION 404. Execution and Delivery of Note.**

A. The negotiated issuance of the Note to the Lender is authorized within the terms and conditions provided for herein.

B. The Chief Financial Officer of the Port Authority is hereby designated as the initial Registrar and Paying Agent for the Note.

C. The Note shall be executed in the name of the District by the Chairman of the Port Authority and the seal of the Port Authority shall be impressed, reproduced or lithographed thereon, and attested and countersigned by the Secretary-Treasurer. The signature of the Chairman and the Secretary-Treasurer on the Note may be by facsimile, provided that the Note shall be manually executed by at least one of such officers. If any officer whose signature appears on the Note ceases to hold office before the delivery of the Note, his or her signature shall nevertheless be valid and sufficient for all purposes. In addition, the Note may bear the signature of, or may be signed by, such persons as at the time of execution of such Note shall be the proper officers to sign such Note although at the date of such Note or the date of delivery thereof such persons may not have been such officers.

D. The Chairman, the Secretary-Treasurer, the Chief Financial Officer and the Port Director of the Port Authority are each designated agents of the District and the Port Authority in connection with the issuance and delivery of the Note and with the Refunding and are authorized and empowered, collectively or individually, to take all actions and steps and to execute and deliver any and all instruments, documents or contracts including a tax return, an arbitrage certificate, on behalf of the District and the Port Authority which are necessary or desirable in connection with the execution and delivery of the Note which are not inconsistent with the terms and provisions of this Resolution and other action relating to the Note heretofore taken by the Port Authority.

**SECTION 405. Registration and Exchange of Note; Persons Treated as Noteholder.** The Note is initially registered to the Lender. So long as the Note shall remain unpaid, the Port Authority will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of the Noteholder. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

**SECTION 406. Note Mutilated, Destroyed, Stolen or Lost.** In case the Note shall become mutilated, or be destroyed, stolen or lost, the Port Authority shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Noteholder furnishing the Port Authority proof of ownership thereof and indemnity reasonably satisfactory to the Port Authority and complying with such other reasonable regulations and conditions as the Port Authority may prescribe and paying such expenses as the Port Authority may incur. The Note so surrendered shall be canceled.

**SECTION 407. Application of Proceeds.** The proceeds received from the issuance of the Note shall be applied by the Port Authority simultaneously with the delivery of such Note, together with funds of the District for the costs set forth in paragraph A below, as follows:

A. An amount equal to the legal fees and expenses, fiscal expenses, expenses for estimates of costs, the Origination Fee, the Financial Advisor's fee, bond counsel fee, Lender counsel's fee, administrative expenses and such other expenses as may be necessary or incidental for the issuance of the Note, shall be set aside by the Port Authority and used to pay such expenses.

B. An amount equal to the principal becoming due on June 1, 2017 for the Refunded Bonds shall be deposited with PNC Bank as the holder of the Refunded Bond.

**ARTICLE V.  
OPTIONAL PREPAYMENT**

The Note may be prepaid, without prepayment premium or penalty, at the option of Issuer in whole or in part on any day subject to the terms hereof and upon three (3) Business Days prior written notice to the Lender specifying the principal amount of the Note to be prepaid and the date of such prepayment. Such notice shall not be deemed given until received by the Lender. Notice having been given as aforesaid, the principal amount of the Note stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount then being paid. Upon prepayment of the Note in whole, the Noteholder shall return the cancelled Note to the Port Authority or shall otherwise provide evidence that the Note has been paid and cancelled. Upon prepayment of the Note in part, the Noteholder shall provide written evidence to the Port Authority of such prepayment. Any optional redemption in part shall be applied to reduce the principal installments of the Note in the order determined by the Port Authority. The Port Authority shall, at the time of such prepayment, pay to the Lender the interest accrued to the date of prepayment on the principal amount being prepaid. If on the prepayment date moneys for the payment of the principal amount to be prepaid on such Note, together with interest to the prepayment date on such principal amount, shall have been paid to the Noteholder as above provided and if notice of prepayment shall have been given to the Noteholder as above provided, then from and after the prepayment date interest on such principal amount of the Note shall cease to accrue. If said moneys shall not have been so paid on the prepayment date, such principal amount of such Note shall continue to bear interest until payment thereof at the rate as provided for in this Resolution and the Note.

**ARTICLE VI.  
PARTICULAR COVENANTS AND PROVISIONS**

**SECTION 601. Covenant of Payment and Pledge of Revenues.**

A. The Port Authority covenants that it will promptly pay the principal of and the interest on the Note issued under the provisions of this Resolution at the places, on the dates and in the manner provided herein and in the Note according to the true intent and meaning thereof.

B. The Port Authority does hereby irrevocably and unconditionally agree to continue to deposit its Revenues into its Revenue Fund created pursuant to Section 3.04 of the Master Senior Lien Resolution which Revenues secure payment of the principal of and interest on the Note issued hereunder, the Outstanding Parity Obligations, and all other Additional Bonds which may be issued in accordance with the Master Senior Lien Resolution.

C. The Port Authority does hereby irrevocably and unconditionally pledge the Pledged Funds for the payment of the principal of and interest on the Note and for all other payments provided herein. The Note shall be secured on a parity, equally and ratably with the Outstanding Parity Obligations and any "Additional Bonds" issued after the date hereof pursuant to and as defined in the Master Senior Lien Resolution.

D. The Note issued under the provisions of this Resolution shall not be deemed to constitute a general indebtedness of the District or a debt of the State of Florida or of Hillsborough County, or any other political subdivision or taxing district therein or a pledge of faith and credit of the Port Authority, the District, the State of Florida, Hillsborough County, or any political subdivision or taxing district therein, but shall be solely the special obligation of the District payable as in this Resolution provided and shall not directly or indirectly or contingently obligate a levy or pledge of any form of taxation whatsoever for the payment thereof. The Note shall not constitute a lien on any property of or in the District or the Port Authority, except upon the Pledged Funds in the manner provided herein and in the Master Senior Lien Resolution.

E. The Port Authority covenants that it will duly enforce and collect the Revenues in accordance with the Act, this Resolution, and the Master Senior Lien Resolution.

F. The pledge of the Revenues herein granted shall be deemed to be a grant of security interest and this Resolution shall be deemed to be a security agreement for purposes of the Uniform Commercial Code to the extent, if any, such law is applicable.

**SECTION 602. No Reserve Account.** The funding of a Reserve Account for the Note is not required by the Lender. Consequently, the Port Authority will not be required to and shall not fund any Reserve Account for the Note and the Note shall not be secured by any Reserve Account.

**SECTION 603. Deposits to Pay Debt Service on the Note.** The Port Authority hereby covenants to timely provide payments into the funds and accounts created pursuant to the Master Senior Lien Resolution in order to take into account the Bond Service Requirements for the Note.

**SECTION 604. Covenant of Faithful Performance of Resolution.** The Port Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution, the Master Senior Lien Resolution, in the Note executed and delivered hereunder and thereunder and in all proceedings of the Port Authority pertaining thereto. The Port Authority covenants that it is duly authorized under the Constitution and laws of the State of Florida, including particularly the Act, to issue the Note authorized hereby and to adopt this Resolution, to pledge the Pledged Funds in the manner and to the extent herein set forth; that all action on its part for the issuance

of the Note initially issued hereunder and the adoption of this Resolution has been duly and effectively taken; and that the Note in the hands of the Holder thereof is and will be a valid and enforceable obligation of the District according to the tenor thereof.

**SECTION 605. Lender's Certificate and Lender's Disclosure Letter.** Prior to the issuance of the Note, the Port Authority shall receive from the Lender a Lender's Certificate, the form of which is attached hereto as Exhibit B and the Lender's Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

**SECTION 606. Annual Reports of Certified Public Accountants; Budget.** Not later than two hundred ten (210) days from the District's fiscal year end, for each year that the Note is outstanding, the Port Authority shall deliver to the Holder of the Note a copy of the report of the certified public accountants set forth in Section 3.08 of the Master Senior Lien Resolution; provided however, if such report is not then available, then as soon thereafter as it is received by the Port Authority. The Port Authority shall also provide the Holder of the Note a copy its annual budget within thirty (30) days of its adoption, and any additional reports required to be delivered pursuant to the Master Senior Lien Resolution together with any other available information the Holder of the Note may reasonably request.

**ARTICLE VII.  
EXECUTION OF INSTRUMENTS BY  
NOTEHOLDER AND PROOF OF OWNERSHIP**

Any request, direction, consent or other instrument in writing required or permitted by this Resolution to be signed or executed by the Noteholder may be in any number of concurrent instruments of similar tenor and may be signed or executed by such owners or their attorneys or legal representatives. Proof of the execution of any such instrument and of the ownership of the Note shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the Port Authority with regard to any action by it under such instrument if made in the following manner:

A. The fact and date of the execution by any person of any such instrument may be proved by the verification of any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution, and where such execution is by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such verification or affidavit shall also constitute sufficient proof of his authority.

B. The ownership of the Note shall be proved by the registration books kept under the provisions of Article IV of this Resolution.

Nothing contained in this Article shall be construed as limiting the Port Authority to the proof described in this Article, it being intended that the Port Authority may accept any other evidence of the matters herein stated which it may reasonably deem sufficient. Any request or consent of the Noteholder shall bind every future Noteholder or any Note issued in place thereof in respect of anything done by the Port Authority in pursuance of such request or consent.

**ARTICLE VIII.  
RESOLUTION TO CONSTITUTE CONTRACT**

In consideration of the acceptance by the Lender of the Note authorized to be issued hereunder, this Resolution and the Master Senior Lien Resolution shall be deemed to be and shall constitute a contract between the Port Authority and the Lender. The Port Authority hereby covenants and agrees that the provisions of Article III of this Resolution and of Articles VII and VIII of the Master Senior Lien Resolution shall be deemed to be representations and warranties made by the Port Authority to the Lender. All of the covenants, agreements, representations and warranties of the Port Authority herein and in the Master Senior Lien Resolution shall be for the equal benefit, protection and security of the Holder of the Note and all of which shall be of equal rank and without preference, priority or distinction with the Port Authority's obligations to Holders of Bonds, except as expressly provided therein and herein.

**ARTICLE IX.  
MISCELLANEOUS PROVISIONS**

**SECTION 901. Method of Giving Notice.** Any notice, demand, direction, request or other instrument authorized or required by this Resolution to be given to or filed with the Port Authority or any Noteholder shall be deemed to have been sufficiently given or filed for all purposes of this Resolution if and when sent by certified or registered mail, return receipt requested or by personal delivery when delivered to:

- A. to the Port Authority: Tampa Port Authority  
1101 Channelside Drive  
Tampa, Florida 33602  
Attention: Port Director

with a copy to Port Authority Counsel

B. to the Lender:

IBERIABANK

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Attention: Michael Roth, Tampa Bay Market  
President

Any party named in this Section 901 may, by notice given to the other, designate any additional or different addresses to which subsequent notices, certificates or other communications shall be sent.

**SECTION 902. Third Party Beneficiaries.** Except as herein otherwise expressly provided, nothing in this Resolution express or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Port Authority or the Noteholder any right, remedy or claim, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Port Authority and the Noteholder.

**SECTION 903. Severability.** In case any one or more of the provisions of this Resolution or of the Note issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Note, but this Resolution and the Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulations, obligation or agreement of the Port Authority to the full extent permitted by law.

**SECTION 904. Representative Capacity.** All covenants, stipulations, obligations and agreements of the Port Authority contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Port Authority to the full extent permitted by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Port Authority in his individual capacity, and no officer of the Port Authority executing the Note shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof. No officers, agent or employee of the Port Authority shall incur any personal liability in acting or proceeding or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Resolution.

**SECTION 905. Assignment.** The Lender may sell, assign or otherwise transfer the Note or its interests therein or hereunder, in whole, or in part, in denominations of \$5,000,000, and any multiple of \$1.00 in excess thereof; provided, however, the Lender shall give the Port Authority ten (10) days prior written notice of any such sale, assignment, or transfer,

the Lender shall be responsible for any and all reasonable fees and costs associated with such sale, assignment, or transfer, and, provided further, the Lender shall comply with all applicable securities laws at the time of such sale, assignment, or transfer. To the extent that the Lender sells, assigns or transfers a portion of the Note, then all references herein to the "Note" shall be deemed to refer to the "Notes" and all references herein to "Noteholder" shall be deemed to refer to "Noteholders," unless the context shall otherwise require.

**SECTION 906. Governing Law.** The Note is executed and delivered with the intent that the laws of the State of Florida shall govern the construction, interpretation and enforcement thereof.

**SECTION 907. Waiver of Jury Trial.** To the extent permitted by applicable law, each of the Port Authority and the Lender, knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with the Note or any agreement contemplated to be executed in connection with the Note, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto. This provision is a material inducement to the Lender to purchase the Note from the District.

**SECTION 908. Applicable Law and Venue.** The Note shall be governed by applicable federal law and the internal laws of the State of Florida. The Port Authority agrees that certain material events and occurrences relating to the Note bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of the Note shall be governed by the internal laws of Florida which are applicable to agreements which are negotiated, executed, delivered and performed solely in Florida. Unless applicable law provides otherwise, in the event of any legal proceedings arising out of or related to the Note, the Port Authority consents to the jurisdiction and venue of any court located in Hillsborough County, Florida and the courts of the United States for the Middle District of the State of Florida, except as may be limited by the provisions of law.

**SECTION 909. Notice of Defaults.** The Port Authority shall within five (5) Business Days after it acquires knowledge thereof, notify the Noteholder in writing (a) of any change in any material fact or circumstance represented or warranted by the Port Authority in this Resolution or in connection with the issuance of the Note; (b) upon the occurrence, or existence of any Event of Default, and (c) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Noteholder with such written notice, a detailed statement by a responsible officer of the Issuer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Noteholder, such date shall not in any way modify the date of occurrence of the actual Event of Default.

**SECTION 910. Waiver of Right to Setoff.** While the Note remains Outstanding, to the extent permitted by law and notwithstanding any applicable provision of law, any

provision herein or the provisions of any other contract between the Lender, the District and/or the Port Authority, the Lender, knowingly, voluntarily and intentionally waives any right it may have to setoff resulting from or as consequence of the Port Authority's default upon the terms hereof or of the Note, including default in the payment of principal and interest thereon. This provision is a material inducement to the sale and purchase of the Note and the Lender's acknowledgement and consent to this Section 910 shall be evidenced by its purchase of the Note. Notwithstanding the foregoing, this Section 910 shall not limit the enforcement remedies available to the Lender pursuant to the terms of the Master Senior Lien Resolution, including Section 7.02 thereof.

**SECTION 911. Effective Date.** This resolution shall take effect immediately upon its adoption, and the Lender consents to the provisions in Article IX of the Resolution of the Port Authority adopted April 17, 2012 as amendments to the Master Senior Lien Resolution described in Article IX thereof; provided however, that, in no event shall the Port Authority be required to fund a Reserve Account for the Note.

**SECTION 912. Permission to Use Information.** The Port Authority agrees and consents that the Lender shall be permitted to use information related to the loan transaction in connection with marketing, press releases or other transactional announcements or updates provided to investors or trade publications, including, but not limited to, the placement of the logo or other identifying name on marketing materials or of "tombstone" advertisements in publications of its choice at its own expense.

**SECTION 913. No Advisory or Fiduciary Relationship.** In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other related loan document), the Port Authority acknowledges and agrees, that: (a) (i) the Port Authority has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Port Authority is capable of evaluating, and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other loan documents related to the Note, (iii) the Lender is not acting as a municipal advisor or financial advisor to the Port Authority and (v) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Port Authority with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the Port Authority on other matters); (b) (i) the Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, acting as an advisor, agent or fiduciary, for the Port Authority, or any other person and (ii) the Lender has no obligation to the Port Authority, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other loan documents related to the Note; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the Port Authority, and the Lender has no obligation to disclose any of such interests to the Port Authority.

**SECTION 914. Captions.** Any headings preceding the text of the several articles and sections hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect.

[Remainder of Page Intentionally Left Blank]

Approved and adopted by the Tampa Port Authority as the governing body of the Hillsborough County Port District, Florida on May 16, 2017.

**HILLSBOROUGH COUNTY PORT  
DISTRICT, FLORIDA**

By: \_\_\_\_\_  
Name: Stephen W. Swindal  
Title: Chairman, Tampa Port Authority

Attest:

By: \_\_\_\_\_  
Name: Patrick H. Allman  
Title: Secretary/Treasurer

[Signature Page to Resolution for Revenue Refunding Note, Series 2017]

EXHIBIT A  
FORM OF NOTE

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

EXHIBIT C

FORM OF LENDER'S DISCLOSURE LETTER

**SUBJECT: EXTENSION OF VIDEO PRODUCTION SERVICES AGREEMENT WITH SHOOTING STARS POST, INC.**

**BACKGROUND:**

Port Tampa Bay (PTB) entered into an agreement (Agreement) with Shooting Stars Post, Inc. (Shooting Stars) for video production services for an initial term of one year commencing on October 24, 2013, with two, one-year extension option periods. The PTB Board of Commissioners authorized the first one year extension of the Agreement at its August 2014 meeting, and the second and final extension of the Agreement with a not-to-exceed budget amount of \$75,000 at its October 20, 2015 meeting.

Over the three-year term of the Agreement, Shooting Stars completed PTB's first major digital video presentation and supplemented PTB's video library with updated vignettes as new cargos, ships, services, land developments, and tenants were added to PTB's diverse business lines and operations.

**FACTS/COMMENTS:**

PTB Staff has prepared and advertised for a new Video Production Services Request for Proposals (No. P-001-17). Proposals in response to the RFP are due May 25, 2017 and staff anticipates submitting a recommendation to the PTB Board at the July 18, 2017 Board meeting. Since the expiration of the Agreement on October 23, 2016, Shooting Stars has been providing video production services to PTB on a month-to-month basis to maintain a consistent, synergistic look and feel to the video productions and to avoid a disjointed presentation of the brand at PTB's signature marketing and promotional events through the beginning of 2017.

Staff recommends authorizing a nine-month extension of the Agreement with Shooting Stars for the period of October 24, 2016 through July 31, 2017 for its continued production services for PTB's 2017 marketing and promotional events. However, this nine-month extension does not include an increase in the final not-to-exceed \$75,000 budget amount approved at the October 20, 2015 Board meeting since the remaining balance is sufficient to fund the nine-month extension period.

**RECOMMENDATION:**

Authorize the Port President/CEO, or his designee, to execute a nine (9) month extension of the Agreement for video production services for the period commencing October 24, 2016 through July 31, 2017 with Shooting Stars Post, Inc., subject to review by Principal Counsel.

Board Meeting  
May 16, 2017  
Branding #144188

**SUBJECT: RADIATION PORTAL MONITOR (RPM) RELOCATION AND UPGRADE****BACKGROUND:**

Since 2004, the United States Government has installed Radiation Portal Monitors (RPMs), and related equipment, at numerous major U.S. seaports including Port Tampa Bay (PTB). This equipment is designed to detect gamma and neutron radiation sources inside of containers in an effort to stop the importation and transportation of illicit radiological material. However, the current RPM location does not align with current and anticipated operational changes underway at PTB. Acquisition of newer technology RPMs, along with relocation of the RPMs close to the container terminals, would facilitate a more efficient and timely clearing of containers through PTB terminals without requesting additional staffing from U.S. Customs and Border Protection (CBP). Instead of one centrally located RPM, PTB would facilitate the delivery of 3 new advanced RPMs for container operations at the existing container terminal and new operations at the refrigerated terminal.

**FACTS/COMMENTS:**

Tetra Tech, Inc. (Tetra Tech) is a uniquely qualified consultant specializing in the design and installation of RPMs. Tetra Tech has facilitated the acquisition and deployment of RPM equipment from the U.S. Domestic Nuclear Detection Office (DNDO) at no cost to PTB. However, PTB is responsible to fund the design and construction of the related infrastructure that meet both CBP and DNDO standards. Tetra Tech is considered a sole source engineering and construction management firm for this project because of its proprietary management processes, design-build techniques and installation experience as well as their relationship and security clearances with DNDO and CBP. PTB engaged Tetra Tech for Phase One of this project to do initial coordination, planning and design work in the amount of \$99,000. This work resulted in an approved concept of operations with CBP, and an agreed upon design concept for both locations in coordination with the terminal operators.

Phase Two of the project would fund Tetra Tech to complete the survey, design and manage the bidding/construction process, including permitting, resulting in a final approved design and bid process for construction and placement of the RPMs. Tetra Tech would perform the Phase Two work in an amount not to exceed \$519,800. Phase Three would include Tetra Tech's construction management services and the actual construction, placement and testing of the RPMs after bids are received during Phase Two. The Phase Three costs would be presented to the PTB Board for approval later this year after all bids are received and evaluated. Funding for this project is contained in the current fiscal year PTB budget.

**RECOMMENDATION:**

Authorize the President/CEO, or his designee, to execute an amendment to the current agreement with Tetra Tech for the Radiation Portal Monitor Phase Two work consisting of design, planning, consulting and construction management services to obtain construction bids, pursuant to the same terms and conditions in the existing agreement for an amount not to exceed \$ 519,800, subject to approval by Principal Counsel.

Board Meeting  
May 16, 2017  
Security 144539

**SUBJECT: IMPROVEMENTS FOR CUSTOMS AND BORDER PROTECTION OPERATIONS WITHIN PORT TAMPA BAY**

**BACKGROUND:**

At last month’s meeting, the Port Tampa Bay (PTB) Board approved the fiber-optic infrastructure needed to connect the U.S. Customs and Border Protection (CBP) offices at the current Container Examination Station (CES) facility at Eastport Drive to the Berth 219 Refrigerated Warehouse (Refrigerated Warehouse) and the future Radiation Portal Monitors (RPM) at the container terminal facilities. The new Berth 219 Refrigerated Warehouse includes construction of on-site inspection and laboratory facilities for CBP and the U.S. Department of Agriculture.

**FACTS/COMMENTS:**

In order for the CES to operate properly and efficiently with the Refrigerated Warehouse and with future RPMs, improvements are needed to the IT equipment, electrical system and offices. The proposed improvements and estimated costs are summarized as follows:

1. IT Equipment:	
• IT equipment	\$25,000
• New T-1 circuit (see note below)	<u>\$51,000</u>
Sub-total	\$76,000
2. Electrical Improvements:	
• New and reconfigured electrical circuits	\$58,000
• New 200 KW Emergency generator	<u>\$192,000</u>
Sub-total	\$250,000
3. CBP office remodel	<u>\$250,000</u>
Total:	\$576,000

Note: Not included in the T1 circuit cost, is a \$16,000 per year recurring cost from the utility provider, which would be PTB’s responsibility to pay.

Item 1, above, would require PTB to execute a Memorandum of Agreement (MOA) with CBP to reimburse it for thee IT equipment costs.

Item Nos. 2 and 3, above, would be processed under PTB’s Unit Price Repair and Improvements contract, but would require PTB Board approval to add \$500,000 of funds to the Unit Price contract from the FY2017 Capital Program. Also, PTB would need to enter into an MOA with CBP for these improvements, which would keep CBP operational at the

CES Facility for three to five years or until such time that a new CES facility could be planned and constructed. It would also be necessary for PTB to enter into a free space use agreement with CBP for its use of the improved office space within the CES.

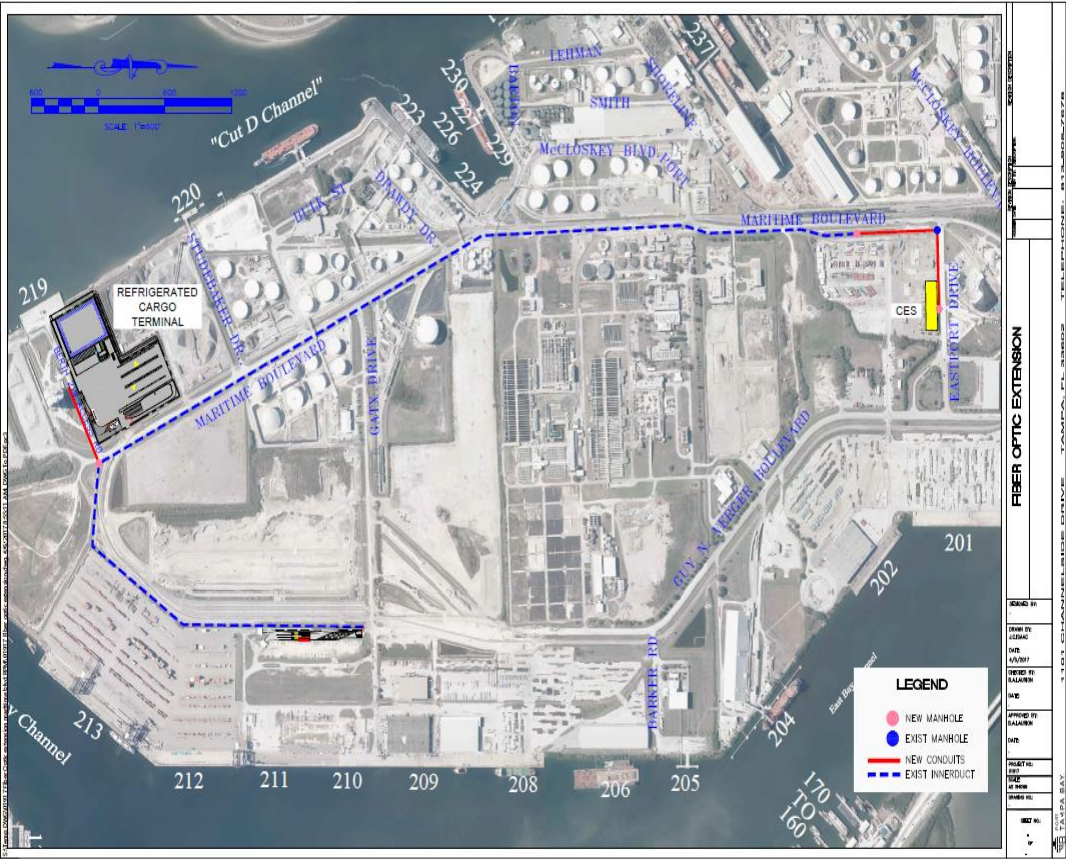
There are approximately \$174,000 of additional IT improvements required for CBP within Berth 219 Refrigerated Warehouse which Port Logistics Tampa Bay I, LLC (Port Logistics) is separately responsible to pay. In addition, PTB's consent would be needed for Port Logistics to sub-lease the free space which CBP would use at the refrigerated warehouse.

Funds for the cost of the repairs and improvements listed above are available within the FY2017 Capital Program.

**RECOMMENDATION:**

Authorize the Port President/CEO, or his designee, to execute memoranda of agreement and a free space use agreement with the U.S. Customs and Border Protection for CBP office improvements; authorize reimbursement of CBP for up to \$76,000 in IT equipment and associated improvements; authorize funding the Unit Price Repair and Improvements Contract with \$500,000 from the FY2017 Capital Program for use in processing with work orders to make electrical and office remodel improvements; and consent to Port Logistics Tampa Bay I, LLC sub-leasing free space to CBP at the Berth 219 Refrigerated Warehouse, all as referenced above and subject to review by Principal Counsel.

Board Meeting  
May, 16, 2017  
Engineering ID 144439





## **E. RECEIPT OF REPORTS**

- 1. REPORT OF LEGAL FEES BY PROJECT**
- 2. REPORT OF AGED ACCOUNTS RECEIVABLES**
- 3. REPORT OF CONTRACT STATUS**
- 4. REPORT OF PERMITS**
- 5. REPORT OF EXPENDITURES BETWEEN \$50,000 - \$100,000**

## FY2017 – LEGAL FEES AND EXPENSES REPORT THROUGH APRIL 30, 2017

### YEAR-TO-DATE LEGAL FEES AND EXPENSES

<b>Principal Counsel</b>	<b>FY 2017 Budget</b>	<b>FY 2017 Actual</b>
• Admiralty - Special	\$ 0.00	\$ 825.00
• General Support	\$ 0.00	\$ 480.00
• Real Estate / Land Use	\$ 0.00	\$ 29,976.10
<b>Year-To-Date FY 2016-17</b>	<b><u>\$ 0.00</u></b>	<b><u>\$ 31,281.10</u></b>
<b>Vice President – Legal Affairs</b>	<b>FY 2017 Budget</b>	<b>FY 2017 Actual</b>
• General Support / Litigation	\$ 30,000.00	\$ 27,889.35
• Real Estate / Land Use	\$ 30,000.00	\$ 15,051.41
• Employment / Labor	\$ 18,000.00	\$ 5,415.00
• Construction Services	\$ 12,000.00	\$ 16,184.50
• Environmental	\$ 12,000.00	\$ 0.00
• Bankruptcy Services	\$ 3,000.00	\$ 0.00
• Admiralty / Maritime / Tariff	\$ 3,000.00	\$ 0.00
<b>Year-To-Date FY 2016-17</b>	<b><u>\$108,000.00</u></b>	<b><u>\$ 64,540.26</u></b>
[ Under Budget FY2017 – \$46,565.04 ]		
<b>FY 2017 Total Legal Fees and Expenses</b>		<b><u>\$ 95,821.36</u></b>

### **PRINCIPAL COUNSEL:**

#### **ADMIRALTY – SPECIAL**

Outside Counsel / Matter	April	Cumulative FY To Date
Venable - General		\$ 825.00

#### **GENERAL LEGAL SUPPORT**

Outside Counsel / Matter	April	Cumulative FY To Date
Gray Robinson - Channelside Bay Mall [14] - Service Mark [24]		\$ 480.00

#### **REAL ESTATE / LAND USE**

Outside Counsel / Matter	April	Cumulative FY To Date
Gray Robinson - New Channelside Dev [21] - DRI [15] - CBP Development [31]	\$ 110.00	\$ 8,780.00

FY2017 LEGAL FEES REPORT APRIL 30, 2017 [ID#144452]

P&M Consulting Group		
- General DRI		
- Channelside	\$ 575.00	\$ 2,850.00
- Port Redwing	\$ 400.00	\$ 16,819.20
- South Bay		\$ 401.90

## **VICE PRESIDENT – LEGAL AFFAIRS:**

### **LITIGATION AND GENERAL LEGAL SUPPORT**

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>
Broad and Cassel		
- General		
- Ins – LAV	\$ 150.00	\$ 1,777.30
Gray Robinson		
- General		\$ 8,729.94
- SM [24]		
Mandelbaum Fitzsimmons		
- General		
Squire Patton Boggs		
- General		
Trenam Kemker		
- General		
<u>Special General</u>		
Hamilton Miller & Birthisel		
- Ins – RC	\$ 2,760.30	\$ 12,870.67
- Ins – EK	\$ 195.00	\$ 4,511.71

### **GENERAL REAL ESTATE / LAND USE LEGAL SUPPORT**

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>
Broad and Cassel		
- General		
Busack Law Firm		
- General		
Gray Robinson		
- General		\$ 1,800.00
- Sea-3		\$ 11,162.50
- International Ship		\$ 1,062.50

FY2017 LEGAL FEES REPORT APRIL 30, 2017 [ID#144452]

Squire Patton Boggs  
- General

Trenam Kemker  
- General  
- Lease Review  
- Lease Negotiations

Smolker Bartlett Loeb  
- General \$ 1,026.41

### **GENERAL LABOR / EMPLOYMENT LEGAL SUPPORT**

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>
Broad and Cassel - General		
Gray Robinson - General - Emp Ben [22]		\$ 2,090.00
Mandelbaum Fitzsimmons - General - Employment [EC]		\$ 3,325.00

### **GENERAL CONSTRUCTION SERVICES LEGAL SUPPORT**

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>
Gray Robinson - General - GLF Construction		\$ 16,184.50
Trenam Kemker - General - Special Construction		

### **GENERAL ENVIRONMENTAL LEGAL SUPPORT**

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>
Enola Brown PA - General - Port Redwing		

FY2017 LEGAL FEES REPORT APRIL 30, 2017 [ID#144452]

- South Bay
- Port Ybor
- Trademark Metals

Busack Law Firm  
- General

Gramling Environmental Law  
- General

Nason Yeager Gerson White & Lioce  
- General

### **GENERAL BANKRUPTCY LEGAL SUPPORT**

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>
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Gray Robinson  
- General

### **GENERAL ADMIRALTY / MARITIME LEGAL SUPPORT**

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>
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Robert Birthisel, PA  
- General

Mandelbaum Fitzsimmons  
- General

Board Meeting  
May 16, 2017  
Legal Department

**TAMPA PORT AUTHORITY**  
**Monthly Aged Receivables**  
**April 30, 2017**

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
<b>Port Fees</b>						
Q377	ACEMAR USA LLC.	6,021.52	-	-	-	6,021.52
S036	ALTAMAR SHIPPING	128.00	16.00	-	-	144.00
Q023	ALTAMAR SHIPPING SERVICE	1,234.76	-	-	-	1,234.76
T012	AMALIE OIL COMPANY	10,045.71	-	-	-	10,045.71
A470	AMERICAN MARINE AGENCIES	24,329.19	17,415.97	150.39	-	41,895.55
A415	AMERICAN VICTORY MARINERS	45.20	35.06	46.13	-	126.39
Q223	ANDERSON SHIPPING COMPANY	-	798.36	-	-	798.36
T320	APS EAST COAST, INC DBA AMPORTS, INC	138.00	4,457.40	-	-	4,595.40
Q228	ARCELORMITTAL INTERNATIONAL AMERICA	6,548.45	-	-	-	6,548.45
Q212	ATLANTIC RO-RO CARRIERS, INC.	1,216.97	-	-	-	1,216.97
M097	BAL HARBOUR CHAUTEAX	6,325.98	-	-	-	6,325.98
A012	BOUCHARD TRANSPORT CO	14,703.60	8,659.35	310.67	-	23,673.62
T201	BUCKEYE TERMINALS, LLC	53,367.47	-	-	-	53,367.47
D049	CARGILL SALT	(24.20)	-	-	-	(24.20)
S025	CARGILL SALT DIVISION	(23.52)	-	-	-	(23.52)
T131	CARNIVAL CRUISE LINES	369,960.84	-	-	-	369,960.84
T198	CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC	16,346.95	-	-	-	16,346.95
T190	CEMEX USA	1,870,282.96	-	-	-	1,870,282.96
T014	CENTRAL FLORIDA PIPELINE LLC	191,023.81	-	-	-	191,023.81
T109	CITRUS PRODUCTS	15,644.40	-	-	-	15,644.40
D047	CITY OF TAMPA	620.00	-	-	-	620.00
Q350	COMMERCIAL METALS COMPANY	7,705.92	-	-	-	7,705.92
Q344	DOC Sales	3,577.37	-	-	-	3,577.37
Q032	DUFERCO STEEL, INC	11,662.83	-	-	-	11,662.83
A031	FILLETTE GREEN & CO, INC	5,858.15	617.25	-	-	6,475.40
Q390	FREIGHT MANAGEMENT LOGISTICS INC	-	535.45	-	-	535.45
A429	GAC SHIPPING (USA) INC	50,483.30	-	-	-	50,483.30
Q353	GREYSTONES MARITIME INTERNATIONAL	3,182.20	-	-	-	3,182.20
T108	GRIFFIN INDUSTRIES	2,505.44	-	-	-	2,505.44
T308	GULF COAST BULK EQUIPMENT, INC	13,877.69	17,886.80	1,082.49	-	32,846.98
A264	GULF MARINE REPAIR INC	2,053.08	-	-	-	2,053.08
T063	GULF SULPHUR SERVICES	19,343.14	-	27.00	-	19,370.14
A306	INCHCAPE SHIPPING SERVICES	1,860.75	-	-	-	1,860.75
A496	INTERCRUISES SHORESIDE & PORT SERVICES	223.09	-	-	-	223.09
A040	INTERNATIONAL SHIP MANAGEMENT & AGENCY SERVICES	414.00	-	-	-	414.00
			145			

**TAMPA PORT AUTHORITY**  
**Monthly Aged Receivables**  
**April 30, 2017**

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
A078	INTERNATIONAL SHIP REPAIR	200.00	-	-	-	200.00
A350	KIMMINS CONTRACTING	40.00	-	-	-	40.00
T116	KINDER MORGAN BULK/TBS	300.00	-	-	-	300.00
A010	KIRBY INLAND MARINE, LP	277.50	-	-	-	277.50
A003	KIRBY OFFSHORE MARINE	(966.53)	457.50	-	-	(509.03)
A248	LA CARRIERS, LLC	4,264.50	1,513.50	-	-	5,778.00
T319	LINEA PENINSULAR, INC	13,703.78	-	-	-	13,703.78
S049	MARDOT LOGISTICS INC	424.00	-	-	-	424.00
A360	MARTIN GAS MARINE	11,760.54	2,407.35	-	-	14,167.89
T135	MARTIN MARIETTA AGGREGATES	37,221.74	-	-	-	37,221.74
T134	MARTIN OPERATING PARTNERSHIP	18,642.60	1,388.18	-	-	20,030.78
A016	MARTIN PRODUCT SALES LLC	848.75	2,107.50	-	-	2,956.25
Q364	MARUBENI ITOCHU STEEL AMERICA INC (TX)	-	4,186.02	-	-	4,186.02
Q391	MASTER PIPE DISTRIBUTION COMPANY	275.64	-	-	-	275.64
T199	MEDITERRANEAN SHIPPING CO./CHARLESTON	19,691.00	3,944.00	8,526.00	-	32,161.00
Q383	MERFISH PIPE & SUPPLY	1,700.13	-	-	-	1,700.13
Q070	METAL ONE AMERICA	2,055.99	-	-	-	2,055.99
A053	MORAN TOWING CORPORATION	7,745.50	-	-	-	7,745.50
A430	MORAN-GULF SHIPPING AGENCIES	67,942.23	10,626.20	-	-	78,568.43
T002	MOSAIC CROP NUTRITION, LLC	(3,935.50)	-	-	-	(3,935.50)
T011	MURPHY OIL USA INC	10,842.70	-	-	-	10,842.70
A486	NORTH AMERICAN GENERAL AGENTS	8,021.95	-	-	-	8,021.95
A071	NORTON LILLY INTERNATIONAL	397,392.74	-	-	-	397,392.74
T200	NORWEGIAN CRUISE LINE	198,651.62	30,856.00	-	-	229,507.62
A439	NOVA INTERNATIONAL SHIPPING	2,629.50	-	-	-	2,629.50
A464	NYK LINE (NA) INC.	7,067.57	-	-	-	7,067.57
T006	PORTS AMERICA	9,027.74	157.73	-	-	9,185.47
T182	PORTS AMERICA	33,470.66	-	-	-	33,470.66
Q202	PUSAN STEEL AMERICA	6,618.37	-	-	-	6,618.37
Q012	R W SMITH & COMPANY	-	5,945.13	-	-	5,945.13
Q222	SALZGITTER MANNESMANN INTL	5,268.30	-	-	-	5,268.30
Q371	SAMSUNG C&T AMERICA, INC	2,057.70	-	-	-	2,057.70
A064	SAVAGE & SON, AR	222,516.15	-	-	-	222,516.15
A065	SEA & LAND SHIPPING	40,132.25	58,770.04	-	-	98,902.29
A400	SEABULK TANKERS INC	(211.67)	-	-	-	(211.67)
Q349	SEVERSTAL EXPORT GmbH	2,254.39	-	-	-	2,254.39
Q379	SHAMROCK BUILDING MATERIALS, INC	2,021.18	-	-	-	2,021.18

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**TAMPA PORT AUTHORITY**  
**Monthly Aged Receivables**  
**April 30, 2017**

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
Q357	SKC AMERICA, INC	1,310.96	-	-	-	1,310.96
A518	SMITH MARITIME INC	324.00	-	-	-	324.00
S061	SOUTH BAY DISTRIBUTION CO. INC.	40.00	-	-	-	40.00
S042	SOUTHERN WASTE SERVICES INC	32.00	-	-	-	32.00
Q029	STEMCOR USA (NYC)	388.75	-	-	-	388.75
M092	TAMPA DOWNTOWNER GROUP LLC	2,441.54	-	-	-	2,441.54
T137	TAMPA JUICE SERVICE INC	1,516.62	-	-	-	1,516.62
T021	TAMPA PORT SERVICES, LLC	7,271.76	4,898.08	-	-	12,169.84
A384	TAMPA SHIP LLC	729.50	-	-	-	729.50
D053	THUNDER BAY ENTERPRISES, INC	60.00	40.00	-	-	100.00
Q090	THYSSENKRUPP STEEL SERVICES	808.67	-	-	-	808.67
T173	TITAN FLORIDA LLC	53,350.83	-	-	-	53,350.83
T193	TITAN METAL SERVICE, INC.	1,992.65	-	-	-	1,992.65
T150	TRADEMARK METALS RECYCLING FKA ONESTEEL	86,480.75	-	-	-	86,480.75
A497	TRANS-ATLANTIC AGENCIES INC	54,907.10	-	-	-	54,907.10
T197	TRANSFLO TERMINAL SERVICES, INC.	131,979.86	-	-	-	131,979.86
T321	TRANSGULF LLC	2,947.48	-	-	-	2,947.48
T020	TRANSMONTAIGNE INC	142,644.66	-	-	-	142,644.66
S021	TRX SOUTHEAST (TAMPA #770)	24.00	-	-	-	24.00
A465	VALLS SHIPPING COMPANY	88,771.78	-	-	-	88,771.78
T119	VULCAN MATERIALS COMPANY	104,884.41	-	-	-	104,884.41
T056	YARA NORTH AMERICA INC	16,150.14	-	-	-	16,150.14
T171	ZIM ISRAELI NAVIGATION COMPANY	77,046.24	42,630.00	1,576.80	2,691.02	123,944.06
<b>Subtotal Port Fees</b>		<b>\$ 4,616,739.77</b>	<b>\$ 220,348.87</b>	<b>\$ 11,719.48</b>	<b>\$ 2,691.02</b>	<b>\$ 4,851,499.14</b>

**Lease Charges**

L045	AMALIE OIL	1,459.17	-	-	-	1,459.17
L219	AMERICAN VICTORY SHIP MEMORIAL MUSEUM	1,000.00	1,000.00	1,000.00	-	3,000.00
L320	APS EAST COAST, INC DBA AMPORTS, INC	70,401.63	-	-	-	70,401.63
L306	BUCKEYE TERMINALS, LLC	6,420.00	-	-	-	6,420.00
L011	CARGILL FINANCIAL SERVICE CTR	6,687.50	-	-	-	6,687.50
L225	CBP DEVELOPMENT, LLC.	50,220.45	-	-	-	50,220.45
L277	CEMEX CONSTRUCTION MATERIALS FLORIDA LLC	83,409.68	-	-	-	83,409.68
L299	CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC	5,045.36	-	-	-	5,045.36
L044	DIVERSIFIED MARINE TECH	14,780.87	82.01	-	-	14,862.88

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**TAMPA PORT AUTHORITY**  
**Monthly Aged Receivables**  
**April 30, 2017**

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
L308	GULF COAST BULK EQUIPMENT, INC	40,451.84	108,575.87	209.98	3,215.46	152,453.15
L124	GULF MARINE REPAIR INC	95,391.97	-	54.99	-	95,446.96
L214	GULF SULPHUR SERVICES	12,152.78	-	-	-	12,152.78
L287	HCP ASSOCIATES, INC	3,713.45	-	-	-	3,713.45
L309	HILLSBOROUGH COUNTY SHERIFF'S OFFICE	61.07	-	-	-	61.07
L103	INTERNATIONAL SHIP REPAIR	31,023.78	-	-	-	31,023.78
L304	Key West Landings Dock Association, Inc	-	1,778.15	-	-	1,778.15
L010	MOSAIC CROP NUTRITION, LLC	-	2,090.94	-	-	2,090.94
L039	MURPHY OIL USA INC	8.00	-	-	-	8.00
L291	ONLINE TRANSPORT INT'L LLC	110.00	-	-	-	110.00
L196	SEABULK TOWING INC	91.23	82.50	-	-	173.73
L138	SHRIMP SVC DOCK ASSOCIATION	8.00	-	-	-	8.00
L235	STARSHIP CRUISE LINE	124.18	-	-	-	124.18
L064	SUPERIOR SEAFOODS INC	77.10	-	-	-	77.10
L190	TAMPA SHIP LLC	28,000.00	-	-	-	28,000.00
L239	TITAN FLORIDA LLC	82.31	-	-	-	82.31
L078	TRANSMONTAIGNE TERMINALING INC	34,988.46	-	-	-	34,988.46
L311	TTI Holdings, Inc.	230.09	15,339.32	-	-	15,569.41
L079	VERSAGGI SHRIMP COMPANY	122.32	-	-	-	122.32
<b>Subtotal Lease Charges</b>		<b>\$ 486,061.24</b>	<b>\$ 128,948.79</b>	<b>\$ 1,264.97</b>	<b>\$ 3,215.46</b>	<b>\$ 619,490.46</b>
<b>Accounts in Litigation/Renegotiation/Bankruptcy</b>						
Q205	ASSURANCE FORENINGEN SKULD(GJENSIDIG)	-	-	-	19,682.93	19,682.93
A417	SULPHUR CARRIERS	1,361.75	393.00	933.38	5,433.25	8,121.38
A034	UNITED OCEAN SHIPPING	5,518.56	3,936.00	1,468.12	48,680.64	59,603.32
<b>Subtotal Accounts in Litigation/Renegotiation/Bankruptcy</b>		<b>\$ 6,880.31</b>	<b>\$ 4,329.00</b>	<b>\$ 2,401.50</b>	<b>\$ 73,796.82</b>	<b>\$ 87,407.63</b>
<b>Total Aged Receivables as of April 30, 2017</b>		<b>\$ 5,109,681.32</b>	<b>\$ 353,626.66</b>	<b>\$ 15,385.95</b>	<b>\$ 79,703.30</b>	<b>\$ 5,558,397.23</b>

**TAMPA PORT AUTHORITY**  
**MONTHLY CONTRACT STATUS REPORT**  
**April 30, 2017**

Project	Contractor	Contract Financial Record #	Original Bd App Date	Amt Approved Including Amendments	Costs Incurred to Date	Percent Complete
<b>OPERATING AND NON-CAPITAL CONTRACTS:</b>						
Financial Audit & Related Areas	Cherry, Bekaert & Holland (year 4 & 5)	12-15	07/17/12 09/20/16 &	\$ 200,275	\$ 139,000	69.4%
Law Enforcement Services	BOCC / HCSO (10/01/16-04/30/17 ext)	13-10	12/20/16	\$ 1,231,813	\$ -	0.0%
Online Data Service Backup	Venyu Solutions, Inc. (5 years @ \$50k/yr)	13-13	05/21/13	\$ 250,000	\$ 76,414	30.6%
Federal Government Relations Consultant	Alcalde & Fay (extended renewal)	14-10	09/17/13	\$ 90,000	\$ 45,902	51.0%
HVAC Monitoring, Routine Service & Repair	Tampa Bay Trane	14-12a	09/02/14	\$ 34,200	\$ 11,400	33.3%
Financial Advisory Service	Public Financial Management (2nd renewal)	14-16	08/20/13	\$ 60,000	\$ 16,371	27.3%
Secured Data Center Facility Lease	Protected Trust/IF&D Data Suites (year 3)	14-28	09/16/14	\$ 70,320	\$ 47,947	68.2%
Strategic Communications Services Consultant	Hill & Knowlton, Inc. (year 3)	14-29	09/16/14	\$ 120,000	\$ 42,843	35.7%
Video Production Services	Shooting Stars Post Inc (year 2)	14-30	08/19/14	\$ 350,000	\$ 186,514	53.3%
Software Licensing - iSeaports	Harbour Mastery, Inc.	15-06	10/21/14	\$ 65,000	\$ 22,434	34.5%
Grounds Maintenance	Williams Landscape Management (year 2)	15-18	08/18/15	\$ 203,500	\$ 113,067	55.6%
Insurance Broker Services	Hugh Wood (2nd renewal)	15-19	08/16/16	\$ 52,000	\$ 38,872	74.8%
South Shore Landscape and Lawn Inc.	Landscaping Services	16-05	09/15/15	\$ 76,000	\$ 38,500	50.7%
Workers Compensation Insurance	PGIT (Preferred Governmental Insurance Trust)(year 2)	16-07	09/20/16	\$ 89,743	\$ 67,357	75.1%
Uniformed Security Guard Services	G4S Security Solutions	16-08	01/17/17	\$ 2,671,500	\$ 702,774	26.3%
Security System Maintenance & Repair	GSA Security	16-09	12/15/15	\$ 344,934	\$ 170,182	49.3%
Copier Leases (8 copiers)	Ricoh Americas Corporation	16-11	10/20/15	\$ 120,000	\$ 67,268	56.1%
SBE Uniformed Security Guard Service	Martinez & Company (year 3)	16-14	07/19/16	\$ 170,000	\$ 97,913	57.6%
Government Relations Consultant Services	Van Scoyoc & Associates	16-18	09/20/16	\$ 90,000	\$ 45,536	50.6%
State Legislative Services	Ballard Partners (year 3)	16-23	08/16/16	\$ 60,000	\$ 35,000	58.3%
Insurance Consultants	Interisk	16-24	07/19/16	\$ 90,000	\$ 44,408	49.3%
State Legislative Services	Advocacy Group at Cardenas Partners (year 3)	16-25	08/16/16	\$ 60,000	\$ 35,263	58.8%
Employee Dental Plan	Anchor Benefit Consulting	16-26	08/16/16	\$ 42,000	\$ 13,082	31.1%
Elevator/Escalator Maintenance & Repair Services	ThyssenKrupp Elevator	16-27	08/16/16	\$ 137,000	\$ 46,806	34.2%
Janitorial Services	ASK Solutions; All Southern Cleaning	17-08	09/20/16	\$ 446,000	\$ 218,464	49.0%
GIS Enterprise Managed Cloud Servies	Timmons Group	17-09	11/15/16	\$ 125,000	\$ 5,940	4.8%
<b>OPERATING AND NON-CAPITAL CONTRACTS:</b>				<u>\$ 7,249,285</u>	<u>\$ 2,329,256</u>	
<b>CONTINUING ANNUAL CONTRACTS:</b>						
Continuing Repair / Improvements Contracts	Various	11-01	09/21/10	\$ 2,200,000	\$ 804,839	36.6%
Professional Service Contracts	Various	11-02	09/21/10	\$ 2,050,000	\$ 1,851,399	90.3%
Continuing Repair / Improvements Contracts	Various	12-01	09/20/11	\$ 2,200,000	\$ 1,522,499	69.2%
Professional Service Contracts	Various	12-02	09/20/11	\$ 2,050,000	\$ 1,878,503	91.6%
Continuing Repair / Improvements Contracts	Various	13-01	09/18/12	\$ 1,760,000	\$ 1,411,918	80.2%
Professional Service Contracts	Various	13-02	09/18/12	\$ 2,390,000	\$ 1,505,910	63.0%
Wi-Fi Private Line Service	Level 3 Communications	13-21	07/16/13	\$ 120,000	\$ 104,715	87.3%
Disaster Recovery services	Belfor USA Group	13-22	07/16/13	\$ 50,000	\$ 40,000	80.0%
Continuing Repair / Improvements Contracts	Various	14-01	09/17/13	\$ 2,350,000	\$ 1,823,612	77.6%
Professional Service Contracts	Various	14-02	09/17/13			
Continuing Repair / Improvements Contracts	Various	15-01	02/18/14	\$ 5,064,600	\$ 5,039,688	99.5%
			09/16/14	\$ 2,100,000	\$ 1,568,151	74.7%
			10/21/14			
Professional Service Contracts	Various	15-02	09/15/15	\$ 3,775,260	\$ 3,043,347	80.6%
Continuing Repair / Improvements Contracts	Various	16-01	09/15/15	\$ 3,100,000	\$ 2,033,288	65.6%
Professional Service Contracts	Various	16-02	09/15/15	\$ 2,400,000	\$ 1,924,102	80.2%
Continuing Repair / Improvements Contracts	Various	17-01	09/20/16	\$ 2,700,000	\$ 906,622	33.6%
Professional Service Contracts	Various	17-02	09/20/16	\$ 2,150,000	\$ 94,767	4.4%
<b>CONTINUING ANNUAL CONTRACTS:</b>				<u>\$ 36,459,860</u>	<u>\$ 25,553,360</u>	

**TAMPA PORT AUTHORITY**  
**MONTHLY CONTRACT STATUS REPORT**  
**April 30, 2017**

Project	Contractor	Contract Financial Record #	Original Bd App Date	Amt Approved Including Amendments	Costs Incurred to Date	Percent Complete
<b>CONSTRUCTION AND CAPITAL CONTRACTS:</b>						
Final Closeout/Pmt Ybor Turning Basin	US Army Corps of Engineers	04-40	09/21/04	\$ 1,826,482	\$ 558,597	30.6%
Feasibility Study Cost Sharing Agreement	Department of the Army - ACOE	05-16	03/15/05	\$ 2,000,000	\$ 1,357,557	67.9%
Rail Crossing Improvements	CSX	11-06	06/15/10	\$ 750,000	\$ 459,636	61.3%
Wi-Fi at Cruise Terminal 2; 3 and 6	Softchoice Corporation	13-25	11/20/12	\$ 150,000	\$ 118,592	79.1%
HVAC Capital Improvements	Tampa Bay Trane	14-12	09/02/14	\$ 105,000	\$ 19,435	18.5%
Hookers Point Transportation Infrastructure	Batson Cook; Utilities	14-20A	01/17/17	\$ 16,938,772	\$ 15,642,615	92.3%
Hookers Point Site Work and Dynamic Compaction	Batson Cook	14-20B	02/16/16	\$ 688,696	\$ 531,178	77.1%
Berth 219 Refrigerated Warehouse Facility	Batson Cook	14-20C	02/16/16	\$ 17,287,001	\$ 4,820,451	27.9%
Eastport	GLF Construction Corp	14-24	06/17/14	\$ 23,066,840	\$ 18,650,538	80.9%
Redwing Roadway	QGS Development	14-27	09/16/14	\$ 2,656,159	\$ 2,214,185	83.4%
Gantry Cranes (cranes; tie-downs; power supply; spare parts)	ZPMC; Orion Marine; Nidec & Cavotec	15-03	10/21/14	\$ 24,917,822	\$ 23,085,767	92.6%
Rail Crossing Improvements	CSX	15-09	02/17/15	\$ 1,500,000	\$ 942,047	62.8%
Roadway Improvements	Pepper Contracting Services, Inc.	15-10	02/17/15	\$ 2,080,769	\$ 1,858,681	89.3%
Pendola Point Tower	UCI Construction Services	15-11	03/17/15	\$ 231,025	\$ 208,207	90.1%
Port Redwing Underground Power Supply And Teco Utility Easement	Tampa Electric Company	15-14	03/17/15	\$ 594,000	\$ 413,515	69.6%
Redwing Phase IV Concrete Paving & Access Road	QGS Development	15-16	07/21/15	\$ 1,590,000	\$ 1,353,303	85.1%
Port Redwing Improvements Phase V (underground utility installation)	Himes Electrical Services	15-20	08/18/15	\$ 455,895	\$ 353,675	77.6%
Port Redwing Improvements Phase VI (Rail Line)	Queen City Railroad, Inc	15-21	09/15/15	\$ 6,784,840	\$ 6,037,059	89.0%
Portwide Roadway Improvements	Ajax Paving Industries of Florida	15-22	09/15/15	\$ 1,593,331	\$ 1,372,039	86.1%
Navigational Improvements / Unit Price Dredging	Orion Dredging	16-04	09/15/16	\$ 5,600,000	\$ 2,307,670	41.2%
Spoil Island 2D Shoreline Protection	TSI Disaster Recovery LLC	16-10	11/17/15	\$ 592,714	\$ 480,781	81.1%
Parking Access Revenue Control System	Amano McGann	16-12	04/16/16	\$ 1,282,615	\$ 1,154,354	90.0%
Port Redwing Phase III – Security Gate	QGS Development	16-15	05/17/16	\$ 1,842,860	\$ 356,398	19.3%
Portwide Roadway Improvements Phase II - Maritime Blvd	GLF Construction Corp	16-20	08/16/16	\$ 2,205,000	\$ 2,153,974	97.7%
Southbay Development Phase I - Kracker Avenue Widening	Alto Construction Co	17-05	10/16/16	\$ 1,473,224	\$ 334,161	22.7%
Berth 302 Improvements	GLF Construction Corp	17-06	12/20/16	\$ 14,451,058	\$ 274,500	1.9%
Terminal 6 Improvements	Reno Building, LLC	17-11	01/17/17	\$ 1,780,727	\$ 129,804	7.3%
<b>CONSTRUCTION AND CAPITAL CONTRACTS:</b>				\$ 134,444,830	\$ 87,188,716	
<b>GRAND TOTAL:</b>				<u>\$ 178,153,975</u>	<u>\$ 115,071,332</u>	

**PERMIT REPORT**  
4/1/2017 – 4/30/2017

**PERMITS ISSUED**

16-026	Andalucia Master Association	Finger pier/uncovered boatlift/Apollo Beach Canal/Apollo Beach
16-029	Mosaic Fertilizer	Maintenance dredge/Hillsborough Bay/Gibsonton
17-005	Len Little Harbor/Billy Bruce Johnston	Dock/uncovered boatlift/Ruskin Inlet/Ruskin
17-006	Len Little Harbor/Jolly & Ricia Mathew	Dock/uncovered boatlift/Ruskin Inlet/Ruskin

**REVISIONS**

16-005R	Tampa Electric Company	Walkway/uncovered boatlift/Apollo Beach Canal/Apollo Beach
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**VIOLATIONS**

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\*Indicates that permit was issued After-The-Fact

**PENDING APPLICATIONS SUMMARY**

Permit #	Appl. Received	Minor/Stand.	Applicant	Proposed Work
16-021	8/30/16	S	Seazen GP, LLC/ ZF Development II, LLC/ Rocky Point Apartments	Construct 32 Boat Slip Dock with a 20'x5' Floating Dock with <b><u>Proposed New Submerged Lands Lease</u></b>
16-023	9/15/16	S	Hillsborough County	Placement of WADs at EG Simmons Park w/ <b><u>Proposed New Submerged Lands Easement</u></b>
16-024	10/19/16	S	Len Little Harbor LLC	Multiple Private Single-Family Lot Docks Masterplan for Subdivision
16-025	11/01/16	S	Orion Marine Group, LLC	Replacement of Bulkhead-Tyson Yard Improvements for Maintenance Dredge, Fill, and New Bulkhead
16-030	12/6/16	S	Sea and Shoreline, LLC	Restore 1.64 ac of Tape Grass in Little Manatee River
16-031	12/28/16	S	FDOT	Install Cut Through Courtney Campbell Causeway to Restoration of 320 acres of Estuarine Habitat and Improved Water Quality/Flushing
17-002	2/15/17	M	Tampa Electric Company	Directional Bore Under Hillsborough River at SR 574/MLK Blvd
16-005 Rev. #1	2/27/17	M	Tampa Electric Company	Modification to Dock Structure for Extension Walkway and 2 <sup>nd</sup> Boat Lift
17-004	3/3/17	M	Glenn Dickman (Len-Little Harbor subdivision Lot 65)	Dock & Boat Lift
17-007	3/24/17	S	PTB Engineering Dept.	Berth 3 Improvements
17-008	3/22/17	M	Andalucia Master Assoc.	Install Boatlift & Catwalk Extension @ Marina Slip D-5
17-009			Yacht Starship & Pirate Water Taxi	Barge Expansion at Channelside
17-010	5/1/17		Port Tampa Bay	Berth 219 Improvements

**EXPENDITURES**  
Between \$50,000 - \$100,000  
04/01/2017 – 4//2017

COMPANY	DESCRIPTION	AMOUNT	FUNDING	ADDITIONAL INFORMATION

Board Meeting  
May 16, 2017  
ID 144414

**F. EXECUTIVE DIRECTOR REPORT**

**G. PRESENTATIONS**

**H. NEW BUSINESS/COMMISSIONERS'  
COMMENTS**

**I. FUTURE PROPOSED PROJECTS**

**PORT TAMPA BAY - LIST OF FUTURE PROPOSED PROJECTS  
UPDATED MAY 2017**

<b>Project Name</b>	<b>Current Contractor/ Consultant</b>	<b>Estimated Proposal/Bid Release</b>	<b>Estimated Board Approval</b>
Strategic Communications	Hill + Knowlton	May 17	Aug 17
General Engineering Consultant Services	HDR Engineering Moffatt & Nichol Parsons Brinckerhoff	Jun 17	Aug 17
Storage Building (SBE Set Aside)	New Contract	Jul/Aug 17	Sep/Oct 17
Mechanical, Electrical, Plumbing (MEP) Engineering Consultant Services	New Contract	Sep 17	Dec 17
Parking Garage Repairs & Improvements	New Bid	TBD	TBD
Geotechnical, Inspection & Testing Services	Ardaman & Associates Terracon Consultants Tierra, Inc.	TBD	TBD
<b>Audio Visual Equipment Services</b>	<b>New Bid</b>	<b>TBD</b>	<b>TBD</b>
<b>Visual Communication Aids</b>	<b>New Bid</b>	<b>TBD</b>	<b>TBD</b>

**J. CALENDAR OF EVENTS**

**MAY 23, 2017 – PROPELLER CLUB NATIONAL  
MARITIME DAY CELEBRATION, YACHT STARSHIP,  
5:30 – 8:30 PM**

**JUNE 6, 2017 – PTMIA SEAFOOD NIGHT, YACHT  
STARSHIP, DOCKSIDE, 5:30 -8:30 PM**

**K. DATE OF NEXT MEETING**

**TUESDAY, JUNE 20, 2017, 9:30 AM**

**L. ADJOURNMENT**