

**PORT TAMPA BAY
MONTHLY BUSINESS MEETING
JUNE 19, 2018 - 9:30 AM**

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June 19, 2018, Propeller Club Port of Tampa Leadership Night, *The Florida Aquarium, 5:30 - 8:30 pm*

K. Date of Next Meeting

Tuesday, July 17, 2018, 9:30 am

L. Adjournment

A. INVOCATION AND PLEDGE

PUBLIC COMMENT

B. APPROVAL OF MINUTES

**PRESENTATION AND APPROVAL OF
FINANCIAL STATEMENT**

C. APPROVAL OF CONSENT AGENDA

**PORT TAMPA BAY
Business Meeting
May 15, 2018
9:30 am**

The Port Tampa Bay (PTB) Business Meeting was called to order at 9:33 am with the following Board members present: Mr. Stephen W. Swindal, Chairman; Mr. Carl Lindell, Jr. Vice-Chairman; Mayor Bob Buckhorn, Commissioner; Mr. Michael E. Griffin, Commissioner; and Ms. Sandra Murman, Commissioner. Mr. Patrick H. Allman, Secretary/Treasurer, arrived at 9:54 am.

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. 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, Legal Affairs; Mr. Stephen Fry, Vice President of Finance; 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.

Commissioner Murman presented a Commendation to Carnival Cruise Line and Operation Homefront in recognition of them hosting a “day date” for 100 local military couples.

The commendation is Attachment 2.

B. PUBLIC COMMENT

There were no public comments.

APPROVAL OF MINUTES OF THE APRIL 17, 2018 BOARD MEETING

Mayor Buckhorn, seconded by Commissioner Murman, moved to approve and receive the minutes as presented. The motion carried six to zero with Commissioner Allman being absent.

PRESENTATION OF CARGO AND CRUISE QUARTERLY REPORT

Mr. Wade Elliott outlined the cargo and cruise quarterly report as presented in the agenda.

APPROVAL OF THE FINANCIAL STATEMENT OF SEVEN MONTHS ENDING APRIL 30, 2018

Mr. Stephen Fry presented the statement and reviewed specific line items.

There being no comments, Commissioner Murman, seconded by Mayor Buckhorn, moved to approve the Financial Statement of Seven Months ending April 30, 2018. The motion carried six to zero with Commissioner Allman being absent.

C. APPROVAL OF CONSENT AGENDA

- 1. Approval of License Agreement with The Florida Aquarium, Inc. for Use of the Wharf Adjacent to Berth 271**
- 2. Approval of the Extension of General Planning Services Consulting Agreement Contract RFQ No. Q-005-17**
- 3. Approval of Additional Funding for Elevator/Escalator Maintenance and Repair Contract**
- 4. Approval of EPC Minor Work Permit No. 65222 – Submerged Lands Rule Variance for Private Residential Dock at 1139 Abbeys Way, Tampa, Florida**
- 5. Approval of the Extension of Real Estate Consulting Services Agreement**

There being no comments, Commissioner Murman, seconded by Mayor Buckhorn, moved to approve the Consent Agenda as presented. The motion carried six to zero with Commissioner Allman being absent.

D. REGULAR AGENDA

- 1. Approval of Land Exchange with New Port Tampa CDD Holdings, LLC and Consent to Assignment to Lennar Homes, Inc.**

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

In response to Commissioner Griffin's question regarding whether future actions were anticipated relating to this project, Mr. Ramsfield stated that marine construction permits were being reviewed and could run concurrently with this project. Lennar Homes could also potentially request a submerged lands lease in the future.

There being no further comments, Mayor Buckhorn, seconded by Commissioner Lindell, moved to authorize the Port President/CEO, or his designee, to execute a land exchange agreement with New Port Tampa CDD Holdings, LLC and a consent to an assignment of the land exchange agreement from New Port Tampa CDD Holdings, LLC to Lennar Homes, LLC, subject to final review by Port counsel. The motion carried six to zero with Commissioner Allman being absent.

2. Approval of Land Transfer Agreement with New Port Tampa CDD Holdings, LLC

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

There being no comments, Commissioner Murman, seconded by Mayor Buckhorn, moved to authorize the Port President/CEO, or his designee, to execute a land transfer agreement with New Port Tampa CDD Holdings, LLC, in accordance with the terms set forth in the agenda item, subject to final review by Port counsel. The motion carried six to zero with Commissioner Allman being absent.

3. Approval of the Transfer of Funds to Unit Price Marine Repair & Improvements, Contract No. 18-00318

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

Commissioner Allman arrived at 9:54 am.

There being no comments, Commissioner Griffin, seconded by Commissioner Murman, moved to authorize the transfer of \$655,000 of project funds from the Unit Price Uplands Contract to the Unit Price Marine Repair and Improvements Contract No. 18-00318. The motion carried unanimously.

4. Approve the Final Ranking and Agreements for On-Call Construction Services, RFQ No. Q-005-18, Agreement Nos. 18-00218-01 and 18-00218-02

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

There being no comments, Commissioner Murman, seconded by Mayor Buckhorn, moved to approve the final ranking of firms as shown in the agenda item for the On-Call Construction Services, Agreement Nos. 18-00317-01 and 02, and authorize the Port President/CEO, or his designee, to execute the agreements and with funding for the agreements not to exceed that previously approved on September 19, 2017 and amended at this meeting per Item D-3, all subject to review by Port counsel. The motion carried unanimously.

5. Approve Two Year Extension of Bond Counsel Contract.

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

In response to Commissioner Kaplan's questions regarding if the second year extension option was necessary, Mr. Fry noted that the first year extension was more a priority than the second year. There was some continued discussion regarding the board approving the first year extension. Mr. Klug clarified that this recommendation was for the first year extension with a second year option. The second year option would be brought to the board for approval before being executed and Port Tampa Bay retains the right to terminate with 30-days' notice.

There being no further comments, Mayor Buckhorn, seconded by Commissioner Murman, moved to authorize the Port President/CEO, or his designee, to extend the contract for bond counsel services with Bryant Miller Olive P.A. for a one (1) year extension, October 1, 2018 through September 30, 2019, with an additional one (1) year renewal option under the same terms and conditions of the original contract. Services rendered and fees associated with the issuance

or refunding of bonds would be paid as stated in the agenda item and consistent with the original contract. All contract terms are subject to review by Port counsel.

6. Approval of Concur Technologies, Inc. (Concur) and Comdata Inc. (Comdata) Travel, Entertainment, and Expense Platform Service Agreements

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

Commissioner Allman stated that he had personally overseen the recently performed Agreed Upon Procedures of the PTB employee expenses by Rivero Gordimer & Company (Rivero Gordimer) and gave direction to them in performance of this work in lieu of direction from PTB staff. He noted that Rivero Gordimer found that new policies and procedures were overall more restrictive than any of the five peer organizations that were compared and no organization had a policy or procedure which PTB had not incorporated. The findings showed no misuse of PTB funds, but did show instances of poor record keeping in the past.

Commissioner Allman continued with his support of the Concur and Comdata agreements and added that he would not rely solely on Concur and planned to continue to do quarterly reviews, using Rivero Gordimer, of PTB employee expenses to ensure that past practices did not recur. Commissioner Murman stated that while she was not opposed to quarterly reviews, it was more a staff responsibility to take care of the in-house operations and report to the PTB Board. Commissioner Allman noted that from a transparency perspective, other than to provide requested information, staff was not involved in the process for the Agreed Upon Procedures. Commissioner Allman also noted that Board members should have some oversight.

Chairman Swindal commended Commissioner Allman for his work in overseeing the Agreed Upon Procedures review; however, Chairman Swindal agreed that going forward, the annual audit should provide information on whether PTB staff was in concurrence with procedures in the audit year and should notify the Board if staff were not in concurrence. Chairman Swindal also stated that he did not agree with a Board member holding quarterly meetings with the independent auditors.

Commissioner Allman stated that after the next audit, he would not be involved in any further audits, yet noted that Rivero Gordimer were not in a position to vet expenses as compared to policies and procedures being followed. Commissioner Allman concluded that he would complete only one more quarterly audit.

There was further discussion in relation to the Concur agreement. Mr. Fry stated that as Vice President of Finance, he was accountable for internal controls. Mayor Buckhorn agreed with Mr. Fry and assumed Mr. Fry had been given proper authority to say no in the appropriate times, to demand reimbursement and hold people accountable for expenses that are not legitimate. Mr. Fry acknowledged in the affirmative.

In response to Commissioner Griffin's question regarding the not-to-exceed amount listed in the write-up included in the agenda item, Mr. Fry stated that it would be the gross annual charge for the use of the system without the rebate program. Commissioner Griffin asked what would happen if the rebates exceeded the cost of Concur and Mr. Fry explained that the excess funds would be applied to the bottom line. Mr. Anderson added that multiple local entities that use Comdata partnered with Concur verified that the two systems provide best practice state-of-the-art service. Further discussion noted that the Concur Travel and Entertainment system could be

implemented in three months and the Expense portion of the program could be implemented in approximately six months. Additional discussion focused on whether policy would be incorporated into the Concur system and how soon of the Return on Investment data would be available after the program is implemented.

There being no further comments, Commissioner Murman, seconded by Commissioner Allman, moved to authorize the Port President/CEO, or his designee, to approve an annual service agreement with Concur Technologies, Inc., to implement the Concur Travel, Entertainment, and Expense platform, and authorize the Port President/CEO, or his designee, to approve an annual service agreement with Comdata Inc. (as exclusive vendor payment software), in an amount not to exceed \$202,146, subject to review by Port counsel. 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 stated that longtime Port Tampa Bay (PTB) tenant Vulcan Materials (Vulcan) had recently hosted a ceremony to honor the maiden voyage and inaugural call of its newest ship, the 750 foot long M/V *Ireland*. The 68,000 dead weight ton vessel represents the state-of-the-art for self-unloading bulk carrier vessels. The *Ireland* will carry limestone from Mexico to Tampa. Limestone is a critical product needed to support our region's booming construction market.

Mr. Anderson continued that Vulcan also played a major role in a collaborative local effort to ship much-needed relief supplies to Puerto Rico aboard the vessel *Glory*. The vessel left Tampa for Houston but was idled there awaiting additional donations for fuel needed for the trip to Puerto Rico. Vulcan learned of the vessel's plight, and along with World Fuel Services, shared the \$25,000 cost of fuel needed for the trip to Puerto Rico. Mr. Anderson then noted that one of the sponsors of the relief effort, Rafael Gaztambide, president of JJ Lyon Guard Foundation, was present and wished to express his appreciation for all the assistance this relief effort had received.

Mr. Gaztambide stated his appreciation for the opportunity to share his gratitude for Port Tampa Bay's support of the JJ Lyon Guard Foundation's (Foundation) effort. The Foundation had been involved in an effort to bring relief to Puerto Rico following Hurricane Maria, which devastated Puerto Rico on September 20, 2017. Port Tampa Bay donated wharfage and dockage for *Glory*; Port Logistics Refrigerated Services (PLRS) donated crane services, warehouse space as well as forklift services; A.R. Savage and Son provided donated agent services; Vulcan and World Fuel Services made a tremendous donation of fuel. Mr. Gaztambide continued by thanking Port Tampa Bay Public Relations Director, Samara Sodos, for ensuring the Foundation received

the right level of support for its efforts. Mr. Gaztambide reported that *Glory* had arrived in Puerto Rico.

Mr. Anderson reported that the Florida Ports Council had hosted its annual Washington D.C. Fly-In last month to meet with Florida's delegation. Ports throughout Florida attended as did representatives from the Florida Department of Economic Opportunity and the Florida Chamber. Ram Kancharla and John Thorington attended on behalf of Port Tampa Bay. U.S. Customs and Border Protection issues, U.S. Army Corps issues and federal infrastructure investment were all discussed at the Fly-In.

Mr. Anderson stated that Port Tampa Bay was very pleased to recently host Hillsborough County State Attorney Andrew Warren for an extensive briefing and tour of the port. The State Attorney even had the opportunity to see firsthand some of the state-of-the-art security infrastructure in the region, which was on display at Cruise Terminal 3 as part of an outstanding annual event put on by PTB staff on the "Take Your Daughters and Sons to Work Day".

Mr. Anderson added to his report that U.S. Navy Rear Admiral Gary Mayes, Commander Northwest Region, visited the port the week prior to this meeting. Mr. Anderson had the opportunity to meet with RADM Mayes as part of Navy Week, which was celebrated throughout the Tampa Bay region.

Mr. Anderson congratulated the Port Tampa Bay dragon boat team, which had placed second overall in its division. The team moved up one division from previous years and finished second place by a margin of only one second.

Mr. Anderson stated that the International Association of Maritime and Port Executives (IAMPE) announced that Port Tampa Bay had been selected as the Port Executive Management Center for the State of Florida. Mr. Anderson continued that PTB would host advanced education training for port executives at the State's seaports as well as from other ports along the Gulf of Mexico. Several members of PTB staff have completed the IAMPE certification program. IAMPE is affiliated with the Maine Maritime Academy.

Mr. Anderson stated that Florida Representative Jackie Toledo had visited PTB the day before this meeting. Representative Toledo's district encompasses the port area, an area that Commissioner Murman represented during her years in the Florida Legislature.

G. PRESENTATIONS

There was no presentation.

H. NEW BUSINESS / COMMISSIONERS' COMMENTS

Commissioner Murman asked how PTB staff intended to utilize the Opportunity Zone, which was recently awarded by Governor Scott. Mr. Anderson stated that the recently designated zone included the entire port area and provided staff with a tool to offer prospective clients and new customers to utilize the zone with certain benefits. Mr. Anderson continued that PTB staff would be promoting this on the PTB website and as they meet with customers. Mr. Anderson added that having the recent announcement by Mosaic that it would be moving its headquarters to Hillsborough County would be another way to promote the Port to prospective customers by highlighting what a great location our area is for corporate relocations.

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 event:

May 15, 2018 – Propeller Club Port of Tampa National Maritime Day Ceremony and Dinner, Yacht Starship, 5:30 pm

K. NEXT MEETINGS

Chairman Swindal announced the next meeting date would be June 19, 2018 at 9:30 am.

L. ADJOURNMENT

There being no further business, the meeting adjourned at 10:30 am.

ATTEST:

Stephen Swindal, Chairman

Patrick H. Allman, Secretary/Treasurer

PORT TAMPA BAY BUSINESS MEETING

MAY 15, 2018 – 9:30 a.m.

PUBLIC ATTENDANCE SIGN-IN SHEET

<u>NAME</u>	<u>BUSINESS</u>
Charles B. Dewing	Tampa Port Ministry
Joan P Dewing	11
Judy Raup	Carnival Cruise Line
Doug Draper	Bank of America Merrill Lynch
Drew Sanders	Cardno
Jake Cremer	Stearns Weaver
Doug WRAY	Ports America
Matthew Kirgan	Whiting-Turner
Angelina Corral	Port Operations Intern
Philip Erbland	S+ME, Inc.
Aaron Getchell	Gunnert Fleming
Grace Dunlop	Bryant Miller Olive
Bill Kuznick	TRM / Propeller
Dawn Brown	Quest Corp.
Kareem J. Spreetling	Bryant Miller Olive
Brian Tanberg	USP

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**PORT TAMPA BAY BUSINESS MEETING
MAY 15, 2018 – 9:30 a.m.**

PUBLIC ATTENDANCE SIGN-IN SHEET

NAME**BUSINESS**

ALLEN Thompson

Tampa Bay Palms

Mike Bishop

GHD

RYAN MORAN

GHD

MALCOLM EDWARDS

MCPA

MAGGIE ANDRETTA

Whiting-Turner

Arthur Savage

A.A. Savage & Son

Jesse White

Bank of America

TJACK DANIEL

BTI Lennar

Parker Hiron

Lennar BTI

Mike Brown

FDOT

JOE WALSH

BTC, Inc

JAN GORRIS

Ballard Partners

CAITLIN SNICK

NOVA

SANDY NAUGLE

DOLA

David Nelson

Ports America

BRIAN SLAW

MN

Robyn Sordalson

Renew Construction
Service &

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PORT TAMPA BAY BUSINESS MEETING
MAY 15, 2018 – 9:30 a.m.

PUBLIC ATTENDANCE SIGN-IN SHEET

NAME

BUSINESS

Chris Floyd

CLF Consulting, Inc

Dale Hanson

APTIM

Clark Lohmiller

KING ENGINEERING

Mike Freyer

HDR

Lester Saunders

YST

Genevieve O'Hara

Walbridge

Dennis Manth

Hendry Marine

Ross McGilivray

Ardaman & Assoc.

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Carnival Cruise Line and Operation Homefront

The Hillsborough County Board of County Commissioners is proud to recognize Carnival Cruise Line and Operation Homefront for helping members of the military who return from deployment readapt to home life.

One of the major challenges returning military members face is reintegrating to a family environment. In 2017, Carnival Cruise Line and the nonprofit Operation Homefront collaborated to host a “day date,” which helps deployed military moms and dads readjust, and learn how to play with their families upon their return. This event begins on one of Carnival’s cruises with a red carpet welcome rolled out for all military couples. It is soon followed by a lunch, comedy show, and a military appreciation salute, featuring the presentation of colors, the branch songs, National Anthem, and a group photo of all military passengers. This honorary occasion has proven to be a success, most notably on April 29, 2018, when 100 military couples were treated to a day date aboard Carnival Miracle at Port Tampa Bay.

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The Board of County Commissioners of Hillsborough County, Florida does hereby commend Carnival Cruise Line and Operation Homefront for helping the men and women of the U.S. Armed Forces when they return home from duty.

Awarded this 15th day of May, 2018

Tampa Port Authority
Budgetary Comparative Statement of Revenues and Expenses
with Debt Service Coverage
For the eight (8) months ending May 2017 and 2018

YTD May 2017 Actual	YTD May 2018 Actual	Favorable (Unfavorable)	%		YTD May 2018 Budget	YTD May 2018 Actual	Favorable (Unfavorable)	%
-----Operating Revenue-----								
28,757,863	29,293,552	535,689	1.9%	Port Usage Fees	28,058,765	29,293,552	1,234,788	4.4%
8,569,929	9,881,329	1,311,401	15.3%	Rentals	9,068,894	9,881,329	812,435	9.0%
442,023	441,189	(835)	-0.2%	Other Operating	426,318	441,189	14,871	3.5%
37,769,816	39,616,070	1,846,255	4.9%	-----Total Operating Revenue-----	37,553,977	39,616,070	2,062,093	5.5%
-----Operating Expense-----								
9,270,324	10,406,439	(1,136,115)	-12.3%	Personnel	10,239,667	10,406,439	(166,772)	-1.6%
700,549	875,298	(174,749)	-24.9%	Promotional	852,748	875,298	(22,550)	-2.6%
9,563,180	9,689,656	(126,476)	-1.3%	Administrative	9,834,263	9,689,656	144,607	1.5%
19,534,053	20,971,394	(1,437,341)	-7.4%	-----Total Operating Expense-----	20,926,678	20,971,394	(44,715)	-0.2%
18,235,763	18,644,677	408,914	2.2%	-----Operating Income-----	16,627,299	18,644,677	2,017,378	12.1%
Non-Operating Rev/(Exp)								
171,853	337,386	165,532	96.3%	Interest Income	173,485	337,386	163,901	94.5%
(2,168,640)	(2,124,913)	43,726	-2.0%	Interest Expense	(3,079,804)	(2,124,913)	954,891	-31.0%
10,910,692	10,642,161	(268,531)	-2.5%	Ad Valorem Tax Receipts	11,061,480	10,642,161	(419,320)	-3.8%
(1,128,284)	(1,020,043)	108,241	-9.6%	Other Net	(1,114,616)	(1,020,043)	94,573	-8.5%
7,785,621	7,834,590	48,969	0.6%	-----Net Non-Operating Revenue-----	7,040,546	7,834,590	794,045	11.3%
26,021,384	26,479,267	457,883	1.8%	-----Net Income without Grants-----	23,667,845	26,479,267	2,811,422	11.9%
6,298,220	3,215,291	(3,082,929)	-48.9%	-----Grants-----	9,650,000	3,215,291	(6,434,709)	-66.7%
32,319,605	29,694,558	(2,625,047)	-8.1%	Net Income with Grants	33,317,845	29,694,558	(3,623,286)	-10.9%
<i>*Before Depreciation/Amortization</i>								
Debt Service Coverage <i>(based on preceding 12-month period)</i>								
22,204,336	22,577,161	372,824	2%	Total Available for Debt Service				
14,128,016	14,219,306	91,290	1%	Combined Debt Service, Parity Bonds				
1.57	1.59			Bond Coverage, Parity Bonds				
14,366,628	14,741,925	375,298	3%	Combined Debt Service, Parity & Junior				
1.55	1.53			Bond Coverage, Parity & Junior Bonds				

**SUBJECT: SUBMERGED LANDS RULE VARIANCE: MOSAIC FERTILIZER, LLC;
PORT TAMPA BAY MINOR WORK PERMIT APPLICATION # 16-020
(REVISION #2)**

BACKGROUND:

Port Tampa Bay (PTB) issued Minor Work Permit Application No. 16-020, Revision #1 (Permit), to Mosaic Fertilizer, LLC (Mosaic) on August 18, 2017 for the replacement of 590 linear feet of bulkhead (Bulkhead) with maintenance dredging of approximately 15,000 cubic yards of material for vessel operations at its Riverview Plant private berth located at 8813 U.S. Highway 41 South, Riverview on the north side of the Alafia River. Mosaic recently submitted Minor Work Permit Application No. 16-020 (Revision #2) to Port Tampa Bay (PTB) to modify the Permit associated with the south return wall section of the Bulkhead which will connect to the shoreline on the southern side of the wharf at the south end of the project area.

FACTS/COMMENTS:

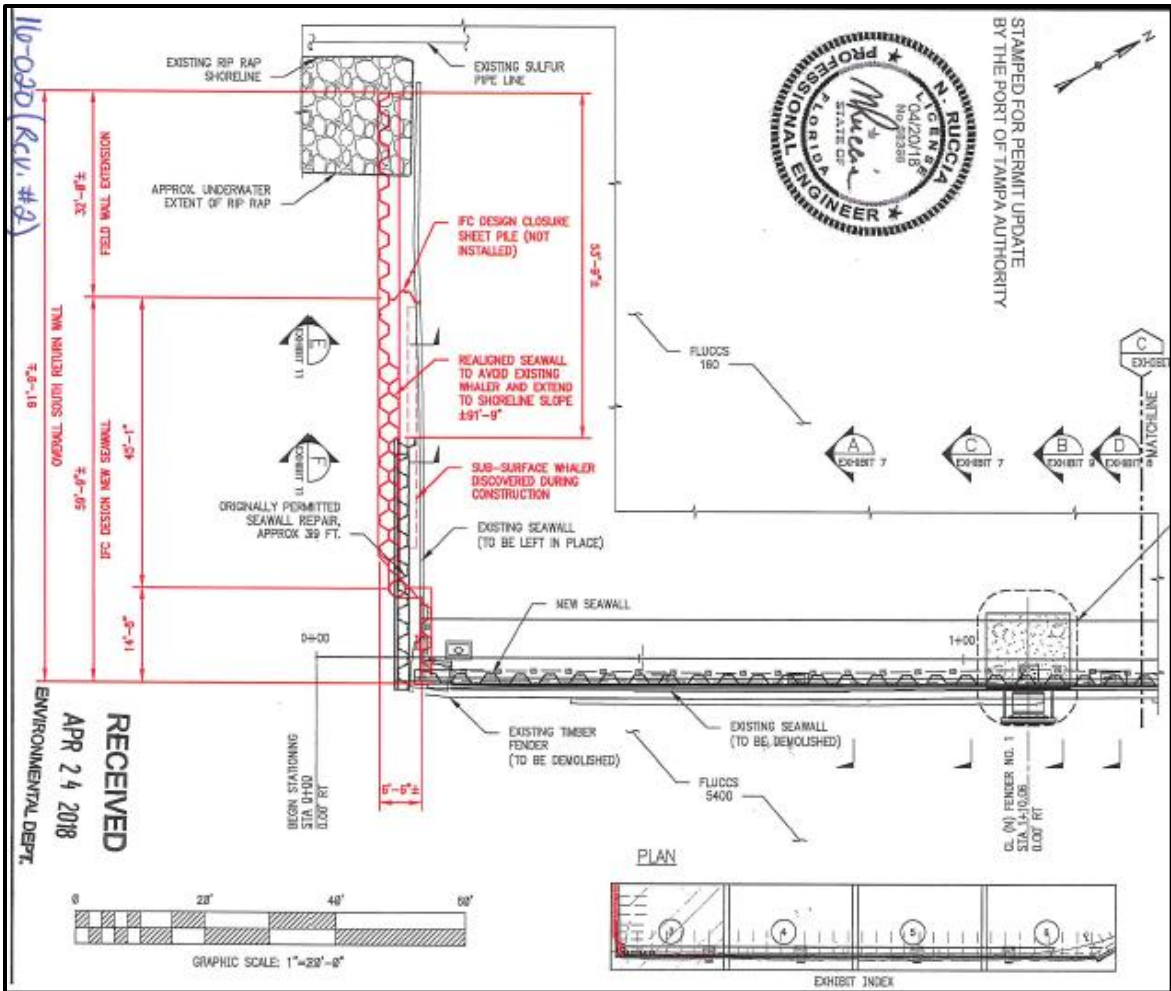
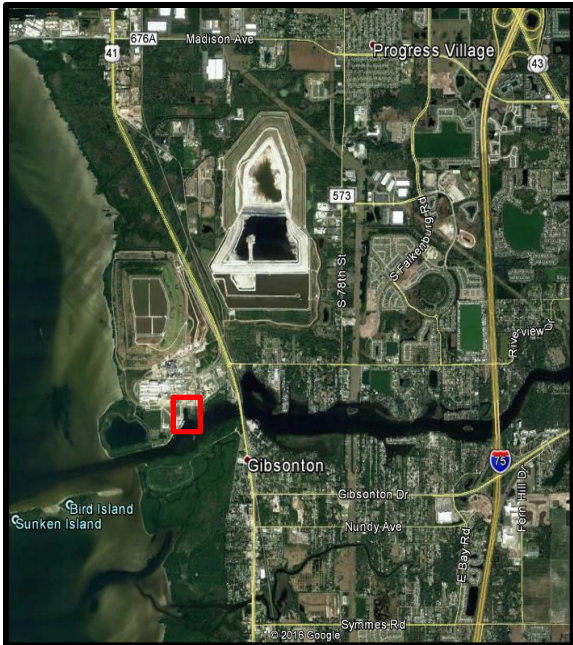
Due to an existing whaler that was found attached to a portion of the south return Bulkhead and alignment to tie into the shoreline, Mosaic has proposed to locate the approximately 77 linear foot southern return wall section of Bulkhead replacement a distance ranging from 2 feet-8 inches to 6 feet-6 inches waterward face-to-face distance to the existing Bulkhead. The proposed location of the return wall section of the Bulkhead would exceed the 18-inch Rule criteria and, therefore, requires a variance. All other aspects of the proposed construction are consistent with the Rules.

The Rules set forth the allowable distance of replacement seawall/bulkhead shoreline protection structures but requests for variances from the standards and policies set forth in the Rules may be considered by PTB. Recommendations to the Board for the variance will be made if all conditions of the Variance Rules are satisfied.

The proposed project has received a recommendation of approval by the Environmental Protection Commission (EPC) of Hillsborough County and no objections were received from adjacent property owners.

RECOMMENDATION:

Authorize the President/CEO or his designee to grant the variance to the 18-inch Rule criteria described above, subject to review by Port counsel.



**SUBJECT: FIRST AMENDMENT TO THYSSENKRUPP ELEVATOR CORPORATION
MAINTENANCE AND REPAIR SERVICES AGREEMENT**

BACKGROUND:

Port Tampa Bay (PTB) has a three (3) year agreement with ThyssenKrupp Elevator Corporation (ThyssenKrupp) for maintenance and repair to PTB's seven (7) escalators and seventeen (17) elevators. The agreement expires on August 31, 2019.

FACTS/COMMENTS:

The escalators in PTB's cruise terminals have a propensity for emergency shutdowns during the debarkation process. Staff is evaluating the installation of a second escalator in each terminal as a long-term solution. As a short-term solution, PTB staff has requested ThyssenKrupp to provide an escalator technician to be on standby at the cruise terminals on cruise days in order to make any quick repairs necessary to get the escalators back in service.

Currently the agreement with ThyssenKrupp does not include labor rates for these "standby" labor services. PTB staff met with ThyssenKrupp and negotiated the following standby labor rates:

Standby Normal	\$175.00
Standby Overtime	\$232.50

These rates would be retroactive to June 1, 2018.

Funds in the total amount of \$230,000 for FY2018 were previously authorized for additional services under the Maintenance and Repair Services Agreement with ThyssenKrupp; therefore, no additional funds are needed for this amendment.

RECOMMENDATION:

Authorize the Port President/CEO, or his designee, to execute the First Amendment to the Maintenance and Repair Services Agreement with ThyssenKrupp to add "standby" labor rates as described herein, retroactive to June 1, 2018, subject to review by Port counsel.

**SUBJECT: CONTRACT RENEWAL WITH HUGH WOOD, INC. FOR INSURANCE
BROKER SERVICES**

BACKGROUND:

On May 16, 2017, Port Tampa Bay's (PTB) Board of Commissioners (Board) approved the selection of Hugh Wood, Inc. (HWI) as PTB's insurance broker. 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.

The original contract term was for the period September 1, 2017 to August 31, 2018, with two (2) consecutive one-year extension options, in an amount not to exceed \$50,000 for the original contract term and \$50,000 for each of the one-year extension options.

FACTS/COMMENTS:

HWI has fulfilled all requirements as PTB's provider of insurance broker services, including the effective negotiations on PTB's behalf to lower insurance costs in all lines of TPA's insurance program. In addition, PTB pays HWI a flat fee for its services as opposed to a commission based on a percentage of total insurance premiums. For these reasons, PTB staff recommends exercising the first one-year (1) extension option with HWI for the period of September 1, 2018 through August 31, 2019.

As in the terms of the original contract and First Amendment to Agreement, compensation for this service will remain at a not to exceed flat fee of \$50,000 per year. The compensation paid by 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. In accordance with its contract, HWI has maintained 10% Small Business Enterprise (SBE) participation.

Funding for the contract renewal has been included in the FY2018 Operating Budget and will be included in the FY2019 Operating Budget.

RECOMMENDATION:

Authorize the Port President/CEO or his designee to exercise the first one-year extension option with Hugh Wood, Inc. as the provider of insurance broker services from September 1, 2018 to August 31, 2019 at a cost not-to-exceed \$50,000, subject to review by Port counsel.

Board Meeting
June 19, 2018
Finance 152425/151745

SUBJECT: CARAHSOFT AS AN ADDED AGREEMENT FOR CONCUR TECHNOLOGIES, INC. ALONG WITH ADDITIONAL COSTS RELATED TO SERVICE CHARGES

BACKGROUND:

On May 15, 2018, Port Tampa Bay (PTB) Board of Commissioners approved an annual service agreement with Concur Technologies, Inc., to implement the Concur Travel, Entertainment, and Expense platform, and also approved an annual service agreement with Comdata Inc. (as exclusive vendor payment software), in an amount not to exceed \$202,146. However, the annual service agreement for using the Concur platform should be with Carahsoft Technology Corporation (State of Florida Contract – General Services Administration - Carahsoft Technology Corporation- GS-35F-0119Y) rather than Concur Technology, Inc.

FACTS/COMMENTS:

PTB would buy the annual user fees for the usage of Concur through Carahsoft Technology Corporation. Since the agreement would be with Carahsoft Technology Corporation, there would be an additional annual service fee cost of \$19,022 which would increase the annual not to exceed amount to \$221,168 versus \$202,146 in the previously approved recommendation.

Funding for the above system will come from the FY2018 Operating Expense Budget and would be included in the FY2019 Operating Expense Budget.

RECOMMENDATION:

Authorize the Port President/CEO, or his designee, to approve the service agreement change with Concur Technologies, Inc. to an annual service agreement with Carahsoft Technology Corporation in order to implement the Concur Travel, Entertainment, and Expense platform, and authorize the Port President/CEO, or his designee, to approve the additional annual cost of \$19,022 for Carahsoft Technology Corporation and an amount not to exceed \$221,168, subject to review by Port counsel.

Board Meeting
June 19, 2018
Finance Department 152233/152229

SUBJECT: (CORRECTED MOTION FOR MAY 2018 AGENDA ITEM NO. D-3) FINAL RANKING AND AGREEMENTS FOR ON-CALL CONSTRUCTION SERVICES, RFQ NO. Q-005-18, AGREEMENT NOS. 18-00218-01 and 18-00218-02

BACKGROUND:

Last month Port Tampa Bay (PTB) approved the final ranking and Agreements for two firms to perform the On-Call Construction Services for PTB.

FACTS/COMMENTS:

The approved motion incorrectly listed the Agreement Nos. as 18-00317-01 and 18-00317-02. The Agreement Nos. should have been 18-00218-01 and 18-00218-02. Staff recommends approval of the following corrected motion.

RECOMMENDATION:

Approve the final ranking of firms as shown above for the On-Call Construction Services, Agreement Nos. 18-00218-01 and 18-00218-02, and authorize staff to negotiate identical agreements with the two top ranked firms, and further authorize the Port President/ CEO, or his designee, to execute the agreements and with funding for the agreements not to exceed that previously approved on September 19, 2017 and amended on May 15, 2018 per Item D-3, all subject to review by Port counsel.

Board Meeting
June 19, 2018
Engineering 152429/152361

SUBJECT: REMOVAL OF UNSERVICEABLE AND SURPLUS PROPERTY FROM PORT TAMPA BAY’S ASSET RECORDS

BACKGROUND:

The removal of Port Tampa Bay (PTB) property from the asset records requires specific approval by the PTB Board of Commissioners. Additionally, disposition of PTB’s tangible personal property, such as equipment and vehicles, owned by local governments is subject to Section 274.06, *Florida Statutes*, which states that a governmental unit’s property which is obsolete or the continued use of which is uneconomical or inefficient, or which is without commercial value may be first offered to any governmental unit and then donated, destroyed, or abandoned. Further, if the value of the property is estimated to be \$5,000 or less, it may be disposed of in the most efficient and cost-effective means as determined by the governmental unit.

FACTS/COMMENTS:

PTB staff has determined that the tangible personal property listed below and included in the attached exhibits are surplus and/or obsolete or no longer serve useful functions to PTB. Staff believes that the computer items may be useful to other government units and recommends that they be sent to the Hillsborough County surplus equipment warehouse. If not accepted by the Hillsborough County surplus equipment warehouse, staff recommends destroying the equipment, which is also allowable under Section 274.06 of the *Florida Statutes*.

<u>Asset No.</u>	<u>Description</u>	<u>Net Book Value</u>	<u>Disposal Method</u>
P-00541	Dell Optiplex 760 Tower	\$0	Offer to Gov’t Units
P-00544	Dell Optiplex 760 AIO	\$0	Offer to Gov’t Units
P-00564	Dell Optiplex 780 AIO	\$0	Offer to Gov’t Units
O-2416	HP Proliant Server	\$0	Offer to Gov’t Units

RECOMMENDATION:

Approve removal of the referenced assets from PTB’s asset records and authorize the Port President/CEO or his designee to declare the subject property surplus and dispose of the items in accordance with the methodology stated above.

Board Meeting
June 19, 2018
Finance #152529

PC Inventory - Miscellaneous Additional Equipment

System Serial Number	Notes	Model
DDHK9P1	P00703	Dell Optiplex 980
3B440L1	P00545	Dell Optiplex 760
FN93181	P-0211	Dell Optiplex GX520
GHQX282	No Tag	Dell Optiplex 9020
G6TV942	No Tag	Dell Optiplex 9020
G6T4B42	No Tag	Dell Optiplex 9020
2FZSZ72	No Tag	Dell Optiplex 9020
H3D9CP1	P00605	Dell Optiplex 780
G6T3B42	No Tag	Dell Optiplex 9020
AK2803199210	O-2419	OKIDATA MICROLINE 320
UZY30594	P-0217	Canon LaserClass 510
3RZTGS1	P-00647	Dell Optiplex 790
CNB1R57771	No Tag	HP Laserjet P2015
USE638NCF3	No Tag	HP ProLiant ML570
A03368G085000008 C	No Tag	AT-8524M Fast Ethernet Switch
1LWYQD1	No Tag	Dell PowerEdge 860
838DRD1	No Tag	Dell PowerEdge 2950
9VX6PW1	No Tag	Dell Optiplex 9010 A-I-O
8W3X212	No Tag	Dell Optiplex 9030 A-I-O
9VX8PW1	No Tag	Dell Optiplex 9010 A-I-O
F9H9NZZ	No Tag	Dell Precision T5610
W412L300531	No Tag	RICOH MP2352SP
M-23551	No Tag	Crossmatch ID1000
10563	No Tag	Crossmatch ID1000

PC Inventory - Co-Location Site

System Serial Number	Notes	Model
3K3KNM1	P00569	Dell Optiplex 780
3K3MNM1	P00565	Dell Optiplex 780
3K2LNM1	P00563	Dell Optiplex 780
HCVGMM1	P00568	Dell Optiplex 780
26SKFX1	No Tag	Dell Optiplex 7010
J14Q1R1	P00630	Dell Optiplex 790
J14R1R1	P00632	Dell Optiplex 790
J14N1R1	P00633	Dell Optiplex 790
BGQM0R1	P00623	Dell Optiplex 790
32QG6Y1	No Tag	Dell Optiplex 7010
H3D8CP1	P00616	Dell Optiplex 780
647RHQ1	P00608	Dell Optiplex 790
H3CGCP1	P00604	Dell Optiplex 780
647PHQ1	P00609	Dell Optiplex 790
HCVHMM1	P00566	Dell Optiplex 780
C3GQHX1	No Tag	Dell Optiplex 7010
BGQP0R1	P00625	Dell Optiplex 790
H3DCCP1	P00626	Dell Optiplex 780
9H522R1	P00636	Dell Optiplex 790
BGQK0R1	P00621	Dell Optiplex 790
J14L1R1	P00631	Dell Optiplex 790
647QHQ1	P00606	Dell Optiplex 790
648NHQ1	P00610	Dell Optiplex 790
H3DBCP1	P00617	Dell Optiplex 780
BGQV0R1	P00624	Dell Optiplex 790
BGQN0R1	P00622	Dell Optiplex 790
647NHQ1	P00618	

PC Inventory - Parking Garage

Serial Number	Manufacturer	Model	Model Number
CN8027P0XE	Hewlett Packard	Proliant	C3000
USE817AHEX	Hewlett Packard	Proliant	BL480
USE1117Y4M	Hewlett Packard	Proliant	BL460
USE10362RN	Hewlett Packard	Proliant	BL460
USE10362RP	Hewlett Packard	Proliant	BL460
USE1117Y4K	Hewlett Packard	Proliant	BL460
USE817AHEW	Hewlett Packard	Proliant	C7000
USE920MSEN	Hewlett Packard	Proliant	C7000
USE817AHF3	Hewlett Packard	Proliant	SB40C
USE826CS59	Hewlett Packard	Proliant	BL460
USE914L7EL	Hewlett Packard	Proliant	BL460
USE826CS58	Hewlett Packard	Proliant	BL460
USE927P62F	Hewlett Packard	Proliant	BL460
USE927P62K	Hewlett Packard	Proliant	BL460
USE920M5EV	Hewlett Packard	Proliant	BL480c
USE817AHEY	Hewlett Packard	Proliant	BL480c
USE817AHF0	Hewlett Packard	Proliant	BL480c
USE817AHF1	Hewlett Packard	Proliant	BL480c
USE920M5EX	Hewlett Packard	Proliant	BL480c
USE914L8V9	Hewlett Packard	Proliant	BL480c
USE920M5ET	Hewlett Packard	Proliant	BL480c
USE920M5ES	Hewlett Packard	Proliant	BL480c
USE920M5EW	Hewlett Packard	Proliant	BL480c
USE920M5F0	Hewlett Packard	Proliant	BL480c
USE920M5EP	Hewlett Packard	Proliant	BL480c
USE920M5EY	Hewlett Packard	Proliant	BL480c
USE817AHF2	Hewlett Packard	Proliant	BL480c
0984MP0910	Hewlett Packard	Proliant	OA/ILO
0984MP1016	Hewlett Packard	Proliant	OA/ILO
TWT810V0TC	Hewlett Packard	Proliant	Mez Sw
TWT810V1SP	Hewlett Packard	Proliant	Mez Sw
SM32448	ArcMail	Defender	4120
1D4WTH1	Dell	SQP	SQP
P92432	DataCard	CP80	CP80
P92723	DataCard	CP80	CP80
SHG0998191G4NGM	DataGravity	Storage	DG2400S
S15909325522160	DataGravity	Controller	DG2400C
S15909325522168	DataGravity	Controller	DG2400C
SHG0998191G4FSW	DataGravity	Storage	DG2400S
3C89140006	Hewlett Packard	UPS	R5500XR
3C89170097	Hewlett Packard	UPS	R5500XR
MX18361674	Hewlett Packard	UPS	R5500XR
MX18361687	Hewlett Packard	UPS	R5500XR

SUBJECT: EXTENSION OF CONCESSION AGREEMENTS WITH CBP DEVELOPMENT LLC

BACKGROUND:

On December 16, 2014, the Port Tampa Bay (PTB) Board authorized two concession agreements with CBP Development LLC (CBP); an agreement to operate and collect all parking revenues from PTB's public parking facilities within the Channel District (Parking Facilities), and an agreement to allow CBP to use the surface lot located at the corner of Beneficial Drive and Channelside Drive (Garrison Lot) and a portion of the wharf area adjacent to Channelside Bay Plaza through January 31, 2016. These concession agreements were subsequently amended and extended through June 30, 2018.

FACTS AND COMMENTS:

The Parking Facilities Agreement grants CBP a concession to operate the Parking Facilities using sound management practices through CBP, an affiliate or a third party manager, and to pay PTB a usage fee equal to 75% of the gross revenues from the Parking Facilities. Under the Parking Facilities Agreement, CBP is responsible for all day to day operating expenses including labor, supplies, maintenance, certain insurance coverages, and other miscellaneous expenses, and PTB is responsible for all other expenses, including all capital expenditures such as the parking system.

The Garrison Lot Agreement grants CBP a concession to use the Garrison Lot/Bulkhead, except as to PTB's uses in connection with its cruise ship and other operations and existing contractual commitments. This agreement also grants CBP the exclusive right to negotiate during the term of the agreement with PTB for a long-term deal with respect to the use of the Surface Lot. As consideration for these rights, CBP pays PTB a fee of \$30,000 per calendar month.

At the March 20, 2018 meeting, the PTB Board authorized the execution of agreements with CBP for the sale of approximately 20,000 s.f. of land within the Garrison Lot, the lease of a parcel of land located within the Garrison Lot, a concession to operate the PTB parking garages located along Channelside Drive, and a concession to operate the PTB surface parking lots located adjacent to PTB cruise terminal nos. 3 and 6, with a closing date of June 1, 2018. PTB staff has been working cooperatively with representatives from CBP to finalize the applicable agreements and closing documents for these transactions, and recommends extending the closing date and amending the Parking Facilities Agreement and Garrison Lot Agreement for an initial extension period of one month, and then on a month-to-month basis thereafter, not to exceed two additional months, so long as the parties are making progress in finalizing the closing documents; provided, however, CBP's obligation to pay \$82,234/mo. to acquire the 20,000 s.f. parcel would be retroactive to June 1, 2018 upon the closing of the transaction.

RECOMMENDATION:

Authorize the Port President/CEO or his designee to extend the closing date and execute amendments to the Parking Facilities Agreement and Garrison Lot Agreement with CBP Development LLC to extend each agreement for an initial extension period of one (1) month, and then on a month-to-month basis thereafter, not to exceed two (2) additional months, in accordance with the terms set forth above, subject to review by the Principal Counsel.

Board Meeting
June 19, 2018
Principal Counsel 152568

SUBJECT: SITE IMPROVEMENTS PERMIT AND EASEMENTS WITH KINDER MORGAN ENERGY PARTNERS LP FOR A BIODIESEL BLENDING PROJECT

BACKGROUND:

Port Tampa Bay's (PTB) policy on Site Improvements (SIP) Permits provides guidelines for tenants and non-tenants of PTB to obtain permission of PTB before constructing any site improvements on PTB property. The policy requires that all improvements or modifications on PTB property that have an estimated construction cost in excess of \$200,000.00 or involve the granting of easements must have the approval of the PTB's Board of Commissioners.

FACTS/COMMENTS:

Kinder Morgan Energy Partners LP (K-M) leases approximately 40 acres along Maritime Boulevard on Hookers Point for use as a Petroleum Terminal.

K-M proposes to install a Biodiesel Blending Project within its terminal that will add biodiesel blending capability to its main truck loading rack. The project will use existing tanks and pipe racks and install new transfer pumps with approximately 2,550 LF of 8-inch aboveground piping to K-M's existing truck loading rack. K-M estimates its total project cost at \$2.3 million.

PTB staff recommends approval of the issuance of a Site Improvement Permit and execution of any pipeline easements necessary for this project.

RECOMMENDATION:

Authorize staff to proceed with issuing a Site Improvements Permit and execution of any easements for the Kinder Morgan Energy Partners LP Biodiesel Blending Project, subject to final review by Port counsel.

Board Meeting
June 19, 2018
Engineering #152547v1



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D. REGULAR AGENDA

SUBJECT: LEASE AMENDMENT TO THE AMENDED, CONSOLIDATED AND RESTATED GROUND LEASE WITH LOGISTEC GULF COAST, LLC

BACKGROUND:

Logistec Gulf Coast, LLC (Logistec) is a stevedore and terminal operator for dry bulk products with operations throughout the Gulf of Mexico. Logistec leases approximately 11.58 acres of land located at Berth 300 on Port Redwing (Premises) from Port Tampa Bay (PTB) pursuant to an amended, consolidated and restated ground lease (Lease) that expires on February 28, 2021. Logistec desires to lease an additional 2.0 acres of land (Additional Premises) adjacent to its current Premises for the importation of gypsum, a new commodity under the Lease. Therefore, the Premises would be increased to approximately 13.58 acres and gypsum would be added as a permitted commodity to the Lease.

FACTS/COMMENTS:

Port Tampa Bay and Logistec have agreed to the following terms and conditions for an amendment to the Lease:

Additional

Premises: The Additional Premises would be approximately 2.0 acres of land located at Berth 300 on Port Redwing.

Term: The Term for the Additional Premises would commence on or about August 1, 2018 and expire February 28, 2021. However, the existing Lease would be amended to include three (3) Lease Extension Options of five (5) years each. The Lease Extension Options would be separately applicable to the existing 11.58 acre Premises and the 2.0 acre Additional Premises and could be exercised either for the existing Premises or both parcels.

Use: Gypsum would be added as a permitted commodity to the Lease and the Additional Premises would be used specifically as a dry bulk terminal, for the importation, storage, and handling of mined gypsum.

Rent: Annual rent for the Additional Premises would be \$10,735 per acre. Rent for the Additional Premises would not increase during the initial Term (August 1, 2018 through February 28, 2021).

Commencing March 1, 2021, Rent for the Additional Premises would be the same rate as the Premises. Each year thereafter, the Rent would be adjusted by the annual increase in the Consumer Price Index (CPI).

**Annual
Tonnage**

Guarantee: The Annual Tonnage Guarantee (ATG) for the Lease Year of 03/01/2018 through 02/28/2019 would remain at 940,000 tons of permitted commodities.

Commencing 03/01/2018, the guarantee of 500,000 tons of prilled sulphur would no longer be required.

The ATG for the Lease Year of 03/01/2019 through 02/29/2020 and each year thereafter, including the Lease Extension Options would be 1,140,000 tons. All permitted commodities would apply to the ATG.

**Minimum
Financial
Guarantee:**

Commencing on 03/01/2018, Logistec would pay a Minimum Financial Guarantee (MFG) for each lease year. The MFG would include Rent, wharfage, and dockage for vessels unloading or loading permitted commodities to or from the Premises.

For Lease Year 03/01/2018 through 02/28/2019, the MFG would be \$1,032,400. For Lease Year 03/01/2019 through 02/28/2020, and each year thereafter, the MFG would be \$1,175,000. In the event Logistec exercises the Lease Extension Option for the 11.58 acres and does not include the 2.0 acres as part of the Lease Extension Option, the MFG would decrease to \$1,000,000.

Rent Credit: Commencing March 1, 2018 and upon Logistec reaching both the ATG and the MFG, Logistec would receive a Rent credit of 50% of the tariff rates for wharfage and dockage for all permitted commodities in any lease year for the remainder of the Lease. The Rent credit would be applied in the following lease year.

Other: Logistec would be responsible for all utilities, real estate taxes, site improvements, insurance, maintenance of the Premises, and compliance with all seaport security laws and regulations, environmental or other applicable regulations and laws. All appropriate environmental restrictions would apply to the Lease.

**Public
Hearing:** PTB held a public hearing on this matter June 8, 2018 and there were no public comments.

RECOMMENDATION:

Authorize the Port President/CEO, or his designee, to execute a Lease Amendment to the Amended, Consolidated and Restated Ground Lease with Logistec Gulf Coast, LLC in accordance with the terms set forth above, subject to review by Port counsel.





PORT TAMPA BAY

1101 Channelside Drive
Tampa, Florida 33602
Phone (813) 905-5033
Fax (813) 905-5050

Memorandum

To: A. Paul Anderson
President and CEO

CC: Charles Klug
Raul Alfonso

From: Heather Eblin-Crowe

Date: June 8, 2018

Subject: Lease Amendment to the Amended, Consolidated and Restated Ground Lease with Logistec Gulf Coast, LLC – Public Hearing

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, June 8, 2018 at 10:31 a.m. Attached is the transcription of the hearing along with copies of all exhibits.

Heather Eblin-Crowe
Hearing Officer

Date 6/12/18

I hereby concur with the Hearing Officer's statement and recommend the President and CEO request approval by the Tampa Port Authority Board of Commissioners to approve the Lease Amendment to the Amended, Consolidated and Restated Ground Lease with Logistec Gulf Coast, LLC.

Ronald Glessing
Director of Real Estate

Date 6/11/18

Attachments

PUBLIC HEARING TRANSCRIPT
June 8, 2018 at 10:31 a.m.
Lease Amendment to the Amended, Consolidated and Restated Ground Lease
with Logistec Gulf Coast, LLC

ATTENDEES

Richard Tager – Logistec Gulf Coast
Barbara Baity – Port Tampa Bay
Ronald Glessing – Port Tampa Bay
Lane Ramsfield – Port Tampa Bay
Cherie Robinson – Port Tampa Bay

34

HEARING OFFICER

Heather Eblin-Crowe

1 **MRS. EBLIN-CROWE:**

2
3 Good morning. Today is Friday, June 8, 2018 and this public hearing is called to
4 order at 10:31 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 AMENDMENT TO THE AMENDED, CONSOLIDATED AND RESTATED**
9 **GROUND LEASE WITH LOGISTEC GULF COAST, LLC**

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

16
17 **MR. GLESSING:**

35

18
19 Logistec Gulf Coast, LLC is a stevedore and terminal operator for dry bulk products
20 with operations throughout the Gulf of Mexico. Logistec leases approximately 11.58 acres
21 of land located at Berth 300 on Port Redwing from Tampa Bay, Port Tampa Bay that
22 expires on February 28, 2021. Logistec desires to lease an additional 2.0 acres of land
23 adjacent to their current premises for the importation of gypsum, a new permitted
24 commodity under the Lease. Therefore, the premises would be increased to
25 approximately 13.58 acres and gypsum would be added as a permitted commodity to the
26 Lease. Port Tampa Bay and Logistec have agreed to the following terms:

27
28 The additional premises would be approximately 2.0 acres of land located at Berth
29 300 on Port Redwing.

30
31 The term for the additional premises would commence on or about August 1, 2018
32 and expire February 28, 2021. However, the Lease would be amended to include three
33 Lease Extension Options of five years each. The Lease Extension Options may be
34 exercised for the 11.58 acres without the extension applying to the 2.0 acre additional
35 premises.

36
37 Gypsum would be added as a permitted commodity to the Lease and the additional
38 premises would be used specifically as a dry bulk terminal, for the importation, storage,
39 and handling of mined gypsum.

40
41 Additional rent for the additional premises would be \$10,735.00 per acre. Rent for
42 the additional premises would not increase during the initial term, which is August 1, 2018
43 through February 28, 2021.

1 Commencing March 1, 2021, rent for the additional premises would be the same
2 rate as the premises. Each year thereafter, the rent would be adjusted by the annual
3 increase in the Consumer Price Index (CPI).

4
5 The Additional Tonnage Guarantee for the lease year of March 1, 2018 through
6 February 28, 2019 will remain at 940,000 tons of permitted commodities. Commencing
7 March 1, 2018 the guarantee of 500,000 tons of prilled sulphur would no longer be
8 required.

9
10 The Annual Tonnage Guarantee for the lease year of March 1, 2019 through
11 February 29, 2020 and each year thereafter, including the Lease Extension Options would
12 be 1,140,000 tons. All permitted commodities would apply to the Annual Tonnage
13 Guarantee.

14
15 Commencing on March 1, 2018, Logistec would pay a Minimum Financial
16 Guarantee for each lease year. The Minimum Financial Guarantee would include rent,
17 wharfage, and dockage for vessels unloading or loading permitted commodities to or from
18 the premises.

19
20 For Lease Year March 1, 2018 through February 28, 2019, the Minimum Financial
21 Guarantee would be \$1,032,400. For lease year March 1, 2019 through February 28,
22 2020, and each year thereafter, the Minimum Financial Guarantee would be \$1,175,000.
23 In the event Logistec exercises the Lease Extension Option for the 11.58 acres and does
24 not include the 2.0 acres as part of the Lease Extension Option, the Minimum Financial
25 Guarantee would decrease to \$1,000,000.

26
27 Commencing March 1, 2018 and upon Logistec reaching both the Annual Tonnage
28 Guarantee and the Minimum Financial Guarantee, Logistec would receive a rent credit of
29 50% of the tariff rates for wharfage and dockage for all permitted commodities in any
30 lease year for the remainder of the lease. The rent credit would be applied in the following
31 lease year.

32
33 Logistec would be responsible for all utilities, real estate taxes, site improvements,
34 insurance, maintenance of the premises, and compliance with all seaport security laws
35 and regulations, environmental laws and regulations and all other applicable regulations
36 and laws. All appropriate environmental restrictions would apply to the Lease, including,
37 without limitation, odor and emissions control as required in the vicinity of the Premises.

38
39 At this time, I would like to offer into the record Exhibit No. 1, which is the legal ad
40 that appeared in the May 18, 2018 issue of the Tampa Bay Times advising of this public
41 hearing and Exhibit "A," which is an aerial view depicting the property. These are the only
42 exhibits to be offered into the record.

43
44 That is all.
45

1 **MRS. EBLIN-CROWE:**

2
3 Thank you Mr. Glessing. I will accept these exhibits and they will be entered into
4 the record as presented.

5
6 At this time we will take comments concerning this issue.

7
8 Are there any comments? Hearing none.

9
10 A transcript will be made and furnished to the Port Authority Staff. The Staff will
11 make a recommendation to our Board of Commissioners, which will meet on June 19,
12 2018. The Staff recommendation will be available on June 13, 2018. If there is nothing
13 else to come before this hearing, I declare this hearing closed at 10:38 a.m.

14
15 I, **Heather Eblin-Crowe**, have read and approve the form of the attached transcript
16 of the June 8, 2018 public hearing for the Lease Amendment to the Amended,
17 Consolidated and Restated Ground Lease with Logistec Gulf Coast, LLC. 37

18
19
20 Dated this 12th day of June, 2018.

21
22
23 

24 Heather Eblin-Crowe
25 Public Hearing Officer

SIGN-IN SHEET

PUBLIC HEARING FOR

LOGISTEC GULF COAST, LLC - LEASE AMENDMENT

Friday, June 8, 2018 @ 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.	<i>Richard Taylor</i>	<i>Logistec Gulf Coast</i>	<i>23275 Deek St Calne Ho, FL 34221</i>	<i>NO</i>
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

EXHIBIT NO. 1

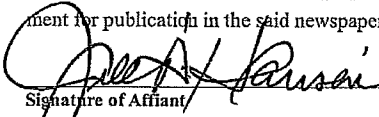
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Tampa Bay Times
Published Daily

STATE OF FLORIDA } ss
COUNTY OF Hillsborough County

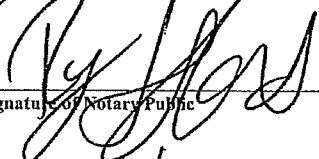
Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Clerk of the Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Logistec Gulf Coast** was published in **Tampa Bay Times: 5/18/18**. 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



Signature of Affiant

Sworn to and subscribed before me this 05/18/2018.



Signature of Notary Public

Personally known or produced identification

Type of identification produced _____

**PORT TAMPA BAY
NOTICE OF PUBLIC HEARING**
Notice is hereby given of a public hearing to be held at 10:30 a.m., June 8, 2018 before the Tampa Port Authority, d/b/a Port Tampa Bay at its offices located at 1101 Channelside Drive, Tampa, Florida 33602, to hear public comments regarding the following:
LEASE AMENDMENT WITH LOGISTEC GULF COAST, LLC
Additional information is available online at www.tampaport.com. All written comments and objections directed toward the foregoing matter should be filed with Port Tampa Bay, Real Estate Department, at 1101 Channelside Drive, Tampa, Florida 33602 by 12:00 noon on June 7, 2018. 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) 905-5031 or fax (813) 905-5029 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 A 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.
(638041) 05/18/2018



**SUBJECT: PURCHASE AND SALE AGREEMENT BETWEEN PORT TAMPA BAY
AND SWEI NU CHEN HSU AND CHEN FONG HUNG**

BACKGROUND:

Swei Nu Chen Hsu and Chen Fong Hung (“Sellers”) own approximately 19.12 acres of land (“Property”) located on South US Highway 41, Gibsonton, Florida in Hillsborough County, Florida, and is further identified in the Hillsborough County Property Appraiser’s Records as Folio #050861-0000. Port Tampa Bay (“PTB”) desires to purchase this land for port uses.

FACTS/COMMENTS:

PTB staff have negotiated with the Sellers for the purchase of the property based upon the following terms:

Property: Approximately 19.12 acres of land as shown on Exhibit “A”, subject to a survey of the Property to be provided by the Sellers.

Purchase

Price: Two Million Twenty-Five Thousand and No/100 Dollars (\$2,025,000.00)

Earnest Money

Deposit: PTB would deposit the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (“Earnest Money Deposit”) which would be held in escrow by the selected title company and applied toward the Purchase Price upon closing. PTB would have the right to terminate the Purchase and Sale Agreement (Agreement) at any time during the Due Diligence Period, and receive a return of the Earnest Money Deposit.

**Due Diligence Period
And Extension Fee:**

Within thirty (30) days after the effective date of the Agreement, the Sellers would provide, at Sellers’ expense, a title insurance commitment to PTB for review. PTB would have a ninety (90) day Due Diligence Period and the right to extend the Due Diligence Period for one (1) additional sixty (60) day period upon payment in the amount of Ten Thousand and no/100 Dollars (\$10,000.00) to the Sellers (“Extension Fee”). The Extension Fee would be non-refundable to PTB, but would be applied to the Purchase Price upon closing.

Brokerage

Fees: PTB will pay a brokerage fee in the amount of \$60,750.00 to CBRE Inc.

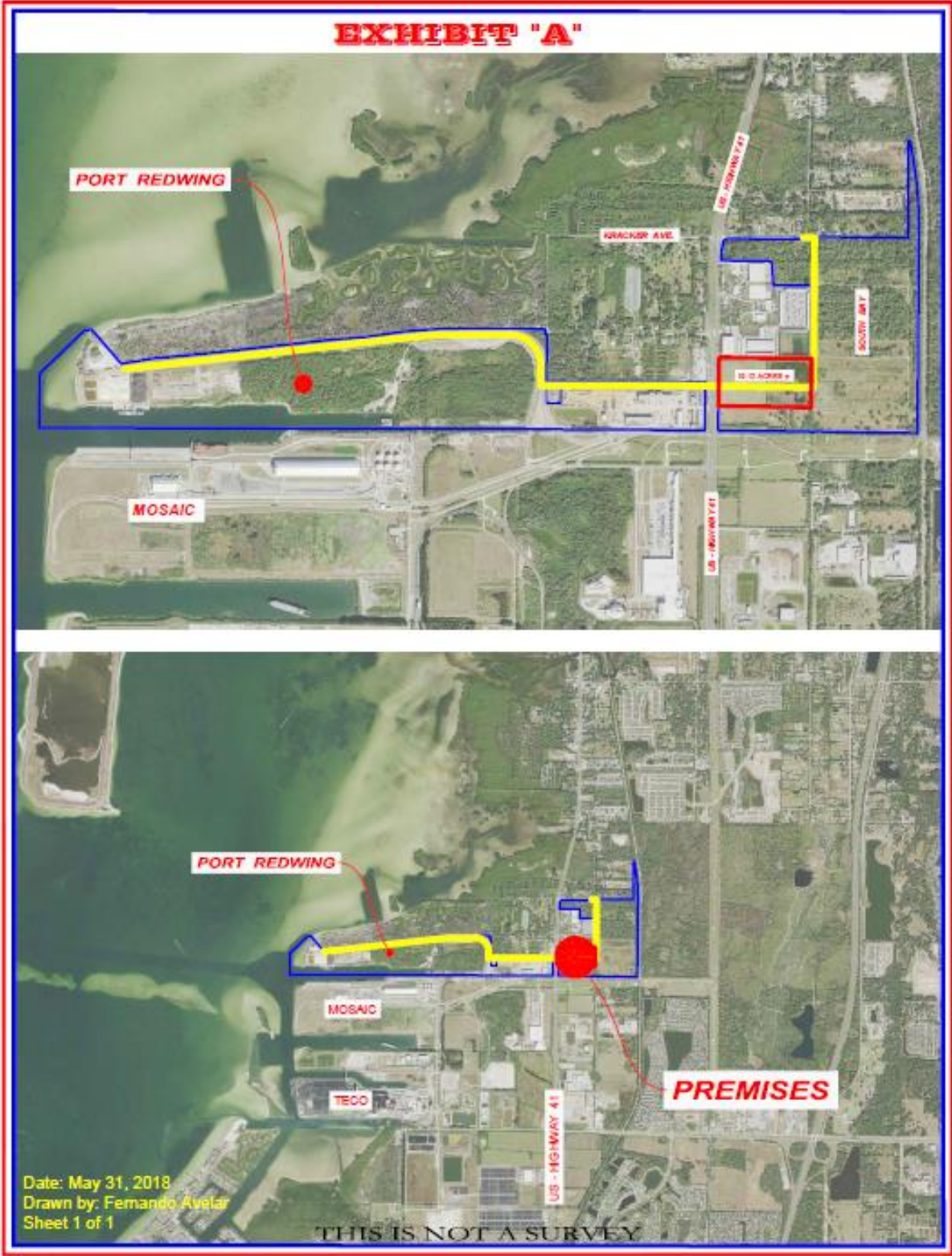
Other: The Sellers would be responsible for all utilities, real estate taxes, insurance, and maintenance of the Property through the closing of the transaction,

Public Hearing: PTB held a public hearing on this matter May 21, 2018 and there were no public comments.

RECOMMENDATION:

Authorize the Port President/CEO, or his designee, to execute a Purchase and Sale Agreement with Swei Nu Chen Hsu and Chen Fong Hung in accordance with the terms and conditions set forth above, subject to review by Port counsel.

Board Meeting
June 19, 2018
Real Estate 152431/152329



Z:\01\2018\20180531\City P11\Report\Site\Map_Aerial\Aerial Property.mxd, 6/1/2018 8:27:27 AM, DWG, To PDF.pcd



PORT TAMPA BAY.

1101 Channelside Drive
Tampa, Florida 33602
Phone (813) 905-5033
Fax (813) 905-5050

Memorandum

To: A. Paul Anderson
President and CEO

CC: Charles Klug
Raul Alfonso

From: Heather Eblin-Crowe

Date: May 24, 2018

Subject: Land Acquisition between Port Tampa Bay and Swei Nu Chen Hsu and
Chen Fong Hung – Public Hearing

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 Monday, May 21, 2018 at 10:33 a.m. Attached is the transcription of the hearing along with copies of all exhibits.

Heather Eblin-Crowe
Hearing Officer

Date 05/24/18

I hereby concur with the Hearing Officer's statement and recommend the President and CEO request approval by the Tampa Port Authority Board of Commissioners to approve the Land Acquisition between Port Tampa Bay and Swei Nu Chen Hsu and Chen Fong Hung.

Ronald Glessing
Director of Real Estate

Date 5/24/18

Attachments

PUBLIC HEARING TRANSCRIPT
May 21, 2018 at 10:33 a.m.
Land Acquisition between Port Tampa Bay and
Swei Nu Chen Hsu and Chen Fong Hung

ATTENDEES

Gary Bauler – CBRE, Inc.
Ronald Glessing – Port Tampa Bay
Catherine Phillips – Port Tampa Bay

HEARING OFFICER

Heather Eblin-Crowe

44

1 **MRS. EBLIN-CROWE:**

2
3 Good morning. Today is Monday, May 21, 2018 and this public hearing is called
4 to order at 10:33 a.m. This hearing is held 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 **LAND ACQUISITION BETWEEN PORT TAMPA BAY AND**
9 **SWEI NU CHEN HSU AND CHEN FONG HUNG**

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

16
17 **MR. GLESSING:**

45

18
19 Swei Nu Chen Hsu and Chen Fong Hung own approximately 19.12 acres of land
20 located on South US Highway 41, Gibsonton, Florida within Hillsborough County. The
21 land is further identified in the Hillsborough County Property Appraiser's Record as Folio
22 #050861-000. Port Tampa Bay desires to purchase this land for port uses.

23
24 Port Tampa Bay Staff have negotiated the purchase of the land based upon the
25 following terms.

26
27 The property would be approximately 19.12 acres of land as shown on Exhibit "A".
28 However, the Sellers would provide a survey of the property to determine and verify the
29 final acreage.

30
31 The purchase price of the property would be \$2,025,000.00.

32
33 Port Tampa Bay would make an earnest money deposit in the amount of
34 \$10,000.00, which shall be held in escrow by the selected title company and will be
35 applied toward the Purchase Price upon closing.

36
37 In the event Port Tampa Bay, at Port Tampa Bay's sole discretion, desires to
38 terminate the Purchase and Sale Agreement at any time during the Inspection Period, the
39 earnest money deposit would be returned to Port Tampa Bay immediately without any
40 claims, offsets or deductions.

41
42 Within thirty days after the effective date of the Purchase and Sale Agreement, the
43 Sellers will provide, at Sellers' expense, a title insurance commitment to Port Tampa Bay
44 for review.

1 Port Tampa Bay would have the right to extend their review for one additional sixty
2 day period upon payment in the amount of \$10,000.00 to the Sellers. This additional
3 payment would be non-refundable to Port Tampa Bay, but would be applied to the
4 Purchase Price upon closing.

5
6 Port Tampa Bay will pay a brokerage fee in the amount of \$60,750.00 to CBRE,
7 Inc.

8
9 The Sellers would be responsible for all all utilities, real estate taxes, insurance,
10 maintenance of the property, until the closing of the transaction.

11
12 At this time, I would like to offer into the record Exhibit No. 1, which is the legal ad
13 that appeared in the April 27, 2018 issue of the Tampa Bay Times advising of this public
14 hearing and Exhibit "A," which is an aerial view depicting the property. These are the only
15 exhibits to be offered into the record.

16
17 That is all.

46

18
19 **MRS. EBLIN-CROWE:**

20
21 Thank you Mr. Glessing. I will accept these exhibits and they will be entered into
22 the record as presented. I just want to make sure the folio number was read correctly
23 cause I didn't hear four zeros. The folio number is 050861-0000.

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

26
27 Are there any comments? Hearing none.

28
29 A transcript will be made and furnished to the Port Authority Staff. The Staff will
30 make a recommendation to our Board of Commissioners, which will meet on June 19,
31 2018. The Staff recommendation will be available on June 13, 2018. If there is nothing
32 else to come before this hearing, I declare this hearing closed at 10:38 a.m.

33
34 I, **Heather Eblin-Crowe**, have read and approve the form of the attached transcript
35 of the May 21, 2018 public hearing for the Land Acquisition between Port Tampa Bay and
36 Swei Nu Chen Hsu and Chen Fong Hung.

37
38 Dated this 24th day of May, 2018

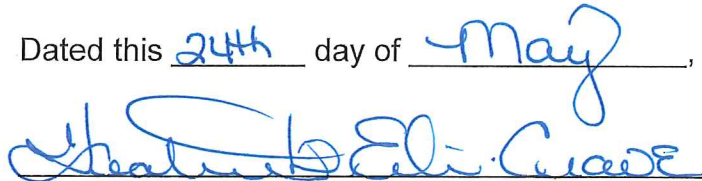
39
40 
41 _____
42 Heather Eblin-Crowe
43 Public Hearing Officer

EXHIBIT NO. 1

630295

LA18-014

Tampa Bay Times
Published Daily

STATE OF FLORIDA } ss
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared Virginia Marshall 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: South US HWY 41 was published in Tampa Bay Times: 4/27/18. 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.

Virginia Marshall

Signature of Affiant

Sworn to and subscribed before me this 04/27/2018.

Jill A. Harrison

Signature of Notary Public

Personally known or produced identification

Type of identification produced _____



**PORT TAMPA BAY
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 10:30 a.m., May 21, 2018 before the Tampa Port Authority d/b/a Port Tampa Bay, at its offices located at 1101 Channelside Drive, Tampa, Florida 33602, to hear public comments regarding the following:

**LAND ACQUISITION BETWEEN
PORT TAMPA BAY AND SWEI NU CHEN
HSU AND CHEN FONG HUNG**

Additional information is available online at www.tampaport.com. All written comments and objections directed toward the foregoing matter should be filed with Port Tampa Bay, Real Estate Department, at 1101 Channelside Drive, Tampa, Florida 33602 by 12:00 noon on May 18, 2018. Oral comments and objections may be presented at the hearing.

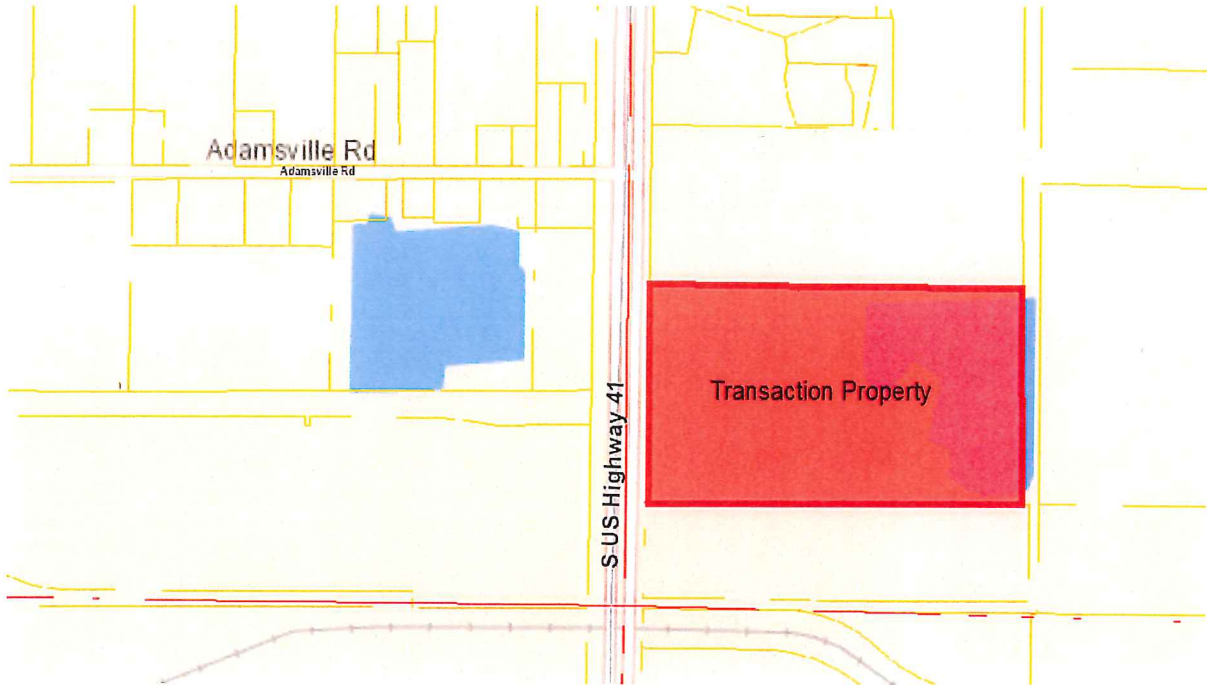
In accordance with the federal Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities requiring reasonable accommodation to participate in this hearing should call (813) 905-5031 or fax (813) 905-5029 not later than 48 hours prior to the hearing.

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 A 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.
(630295) 04/27/2018

EXHIBIT "A"

SKETCH OF THE PROPERTY

(As Further Identified In Hillsborough County
Property Appraiser's Folio # 050861-0000)



SIGN-IN SHEET

PUBLIC HEARING FOR

LAND ACQUISITION BETWEEN PORT TAMPA BAY AND SWEI NU CHEN HSU AND CHEN FONG HUNG

Monday, May 21, 2018 @ 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.	GARY BAUER	CBRE	2101 E Kennedy Blvd, Tampa FL 33607	Y
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

SUBJECT: EASEMENT AGREEMENT AND SITE IMPROVEMENTS PERMIT WITH BUCKEYE TERMINALS, LLC

BACKGROUND:

Buckeye Partners, L.P. owns and operates approximately 6,000 miles of underground pipeline that transports liquid petroleum products to facilities across the United States. Buckeye Terminals, LLC (Buckeye), a subsidiary of Buckeye Partners, L.P., operates two (2) terminals near Port Tampa Bay (PTB) “Buckeye Terminal North” (North Terminal) and “Buckeye Terminal South” (South Terminal). Buckeye is a member of the Common Use System License Agreement with PTB. In 2015, PTB granted Buckeye an easement that connects Buckeye’s South Terminal to PTB’s Common Use System (formerly known as REK Pier). Buckeye desires an additional non-exclusive easement from PTB to connect a pipeline from the North Terminal to the South Terminal and into PTB’s Common Use System. The easement would cross-land owned by PTB. In addition, the construction of the underground petroleum transfer pipeline to connect Buckeye’s North Terminal and South Terminal would require PTB’s approval of a Site Improvements Permit.

FACTS/COMMENTS:

PTB staff and Buckeye have negotiated the following terms for an easement agreement (Easement):

Easement

Parcel: The Easement Parcel would cross land owned by PTB, described on Exhibit “A”.

Use: Constructing, installing, operating, maintaining, replacing, or removing an underground petroleum pipeline(s) transporting petroleum products from PTB’s Common Use System to Buckeye’s North and South Terminals.

Term: Twenty (20) years with no extension options.

Fee: The annual fee would be \$5,000.

Minimum Product Guarantee:

Buckeye would guarantee the movement of 4,000,000 barrels of petroleum product through PTB’s Common Use System per year and in accordance with the Common Use System License Agreement and the System Utilization Agreement.

Pipeline Throughput:

The Pipeline Throughput will be based on the petroleum products transported through Buckeye’s pipeline, in either direction, minus the petroleum products transported from the Common Use System to the South Terminal since Buckeye will have already paid PTB for the petroleum products transported from the Common Use System to the South Terminal.

The throughput rate would be equal to the wharfage rate for petroleum products, including gasohol, alcohol, or liquid blending ingredients for petroleum based fuels, loaded or unloaded by pipeline, or to or from tank trucks as set forth in PTB’s tariff, as defined; plus an amount equal to the capital reimbursement requirement, as amended from time to time, under the Common Use System License Agreement, and would be assessed to the Pipeline Throughput as defined above.

At the end of each Easement year, Buckeye would pay PTB's tariff wharfage rate for petroleum products for the Pipeline's Throughput.

Incentive Wharfage Rate:

Petroleum products transported through the Common Use System over 6,000,000 barrels in any year, would be charged PTB's wharfage rate less twenty-five percent (25%). The wharfage incentive rate would not be applicable to the capital reimbursement requirement.

Termination:

In the event Buckeye does not reach the Minimum Product Guarantee during any year of the Easement/License Agreement, Buckeye would have the right to terminate the Easement with at least six (6) months' notice. In the event the Easement expires or terminates, Buckeye would remove all improvements and restore the Easement Parcel to its original condition.

Improvements:

Buckeye estimates the cost of their 12-inch underground terminal to terminal petroleum transfer pipeline and 4-inch underground butane pipeline at \$3.1 million of which \$0.5 million is associated with crossing PTB's Port Ybor property. The construction schedule is estimated at 4-months. Buckeye would be responsible for all improvements to the Easement Parcel and accepts the Easement Parcel "AS-IS".

Other:

Buckeye would be responsible for all utilities, real estate taxes, insurance, site improvements, and maintenance of the Easement Parcel, as well as compliance with seaport security, environmental, and any other applicable laws and regulations.

**Public
Hearing:**

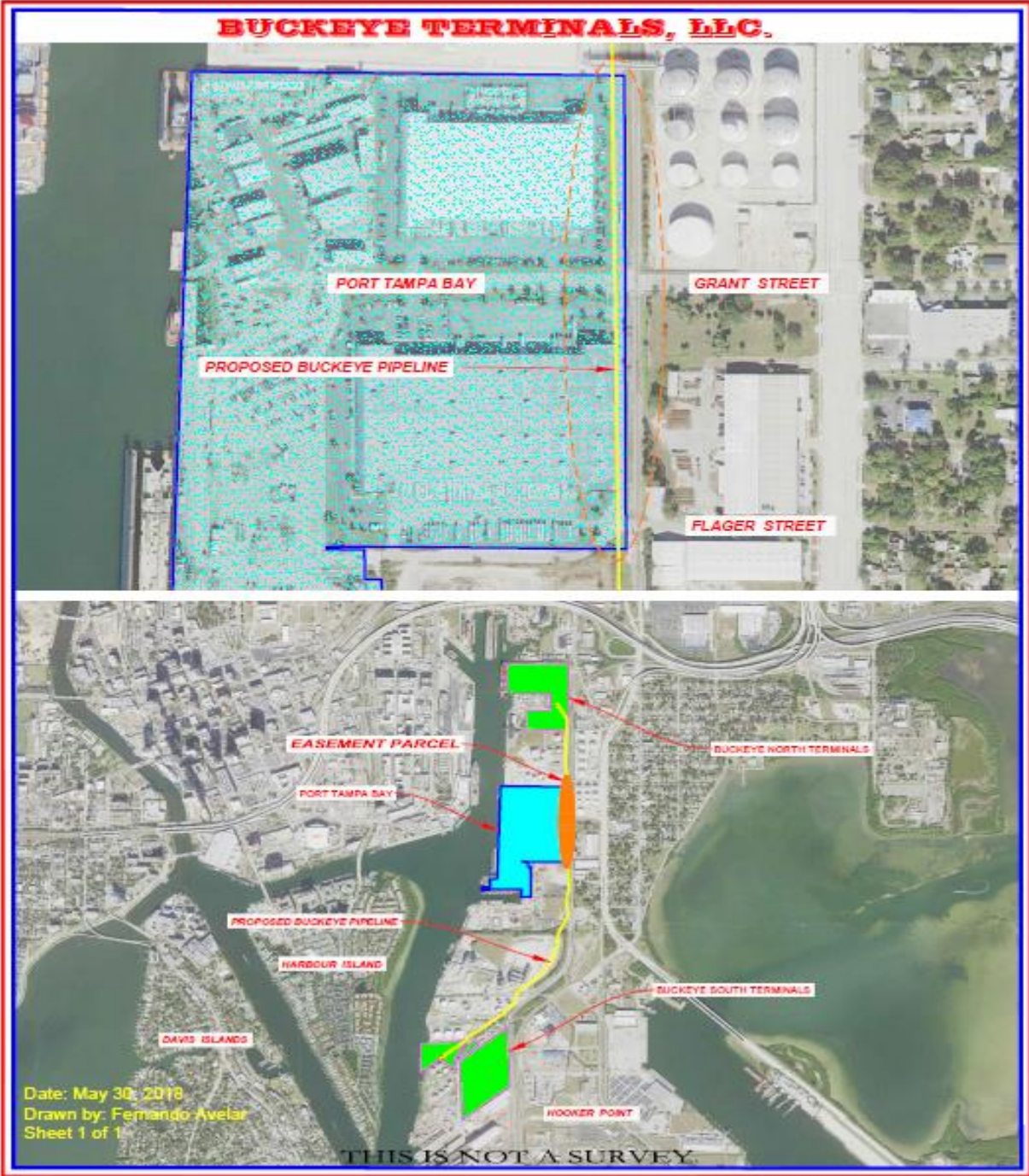
PTB held a public hearing on this matter June 8, 2018 and there were no public comments.

RECOMMENDATION:

Authorize the Port President/CEO, or his designee, to execute an Easement Agreement with Buckeye Terminals, LLC and authorize a Site Improvements Permit and underground pipelines easement for the 12-inch and 4-inch Buckeye Terminals, LLC pipelines to be routed across Port Ybor, all subject to review by Port counsel.

Board Meeting
June 19, 2018
Real Estate 152433/152336

Exhibit "A"



Z:\Drawings\Buckeye Pipeline\Drawings\062018\518-21-AM-DWG TO PDF.ppt



PORT TAMPA BAY

1101 Channelside Drive
Tampa, Florida 33602
Phone (813) 905-5033
Fax (813) 905-5050

Memorandum

To: A. Paul Anderson
President and CEO

CC: Charles Klug
Raul Alfonso

From: Heather Eblin-Crowe

Date: June 8, 2018

Subject: License Agreement and Easement Agreement with Buckeye Terminals,
LLC – Public Hearing

53

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, June 8, 2018 at 11:00 a.m. Attached is the transcription of the hearing along with copies of all exhibits.

Heather Eblin-Crowe
Hearing Officer

Date 06/12/18

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

Ronald Glessing
Director of Real Estate

Date 6/11/18

Attachments

PUBLIC HEARING TRANSCRIPT
June 8, 2018 at 11:00 a.m.
License Agreement and Easement Agreement with Buckeye Terminals, LLC

ATTENDEES

Barbara Baity – Port Tampa Bay
Ronald Glessing – Port Tampa Bay
Lane Ramsfield – Port Tampa Bay
Cherie Robinson – Port Tampa Bay

HEARING OFFICER

Heather Eblin-Crowe

54

1 **MRS. EBLIN-CROWE:**

2
3 Good morning. Today is Friday, June 8, 2018 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 **LICENSE AGREEMENT AND EASEMENT AGREEMENT**
9 **WITH BUCKEYE TERMINALS, LLC**

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

16
17 **MR. GLESSING:**

55

18
19 Buckeye Partners, L.P. owns and operates approximately 6,000 miles of
20 underground pipelines that transports liquid petroleum products to facilities across the
21 United States. Buckeye Terminals, LLC, is a subsidiary of Buckeye Partners, L.P.
22 operates two terminals near Port Tampa Bay - "Buckeye Terminal North" and "Buckeye
23 Terminal South". In 2015, Port Tampa Bay granted Buckeye an easement that connects
24 Buckeye's South Terminal to Port Tampa Bay's Common Use System, formerly known
25 as REK Pier. Buckeye desires an additional easement from Port Tampa Bay in order to
26 connect a pipeline from the North Terminal to the South Terminal and connecting into
27 Port Tampa Bay's Common Use System. This easement will cross land owned by Port
28 Tampa Bay and therefore requires a non-exclusive easement.

29
30 Port Tampa Bay Staff and Buckeye Terminals, LLC have agreed to the following
31 terms:

32
33 The Easement Parcel would cross land owned by Port Tampa Bay, conceptually
34 set forth on Exhibit "A". The use of the easement parcel would be to construct, install,
35 operate, maintain, replace, or remove an underground petroleum pipeline or pipelines to
36 transport petroleum products from Port Tampa Bay's Common Use System to Buckeye's
37 North and South Terminals.

38
39 The term of the easement and license agreement would be twenty years with no
40 extension options. The annual fee would be \$5,000.

41
42 Buckeye would guarantee the movement of 4,000, I'm sorry, 4,000,000 barrels of
43 petroleum product through Port Tampa Bay's Common Use System per year and in
44 accordance with the Common Use System License Agreement effective September 30,

1 2013, as amended, and the System Utilization Agreement effective November 4, 2013,
2 as amended.

3
4 The Pipeline Throughput will be based on the petroleum products transported
5 through Buckeye's pipeline, in either direction, minus the petroleum products transported
6 from REK Pier to the South Terminal, since Buckeye will have already paid Port Tampa
7 Bay for the petroleum products transported from REK Pier to the South Terminal.

8
9 The Throughput Rate would be equal to the Wharfage Rate for petroleum
10 products, including gasohol, alcohol, or liquid blending ingredients for petroleum based
11 fuels, loaded or unloaded by pipeline, or to or from tanks, I'm sorry, or to or from tank
12 trucks as set forth in the Port Tampa Bay's tariff, as defined; Plus an amount equal to the
13 capital reimbursement requirement, as amended from time to time, under the Common
14 Use System License Agreement, and would be assessed to the Pipeline Throughput as
15 defined above.

16
17 At the end of each Easement year, Buckeye would pay the wharfage rate for
18 petroleum products on a per barrel basis of the Pipeline Throughput in accordance with
19 Port Tampa Bay's wharfage rate, as amended from time to time. Buckeye would be
20 responsible for the installation, with Port Tampa Bay's approval, of an electronic meter to
21 be controlled, read and monitored by Port Tampa Bay.

56

22
23 Petroleum products transported through the Common Use System over 6,000,000
24 barrels in any year, would be charged Port Tampa Bay's then current wharfage rate less
25 twenty-five percent.

26
27 In the event Buckeye does not reach the Minimum Product Guarantee during any
28 year of the easement and license agreement, Buckeye may terminate the easement and
29 license agreement by providing at least six months notice to Port Tampa Bay. In the event
30 the easement and license agreement expires or terminates, Buckeye would remove all
31 improvements from the easement parcel and restore the easement parcel to its original
32 condition.

33
34 Buckeye is responsible for any environmental conditions caused by the use of the
35 easement parcel. Buckeye would be responsible for all improvements to the easement
36 parcel and agrees to take the easement parcel "AS-IS".

37
38 Buckeye would be responsible for all utilities, real estate taxes, insurance, site
39 improvements, and maintenance of the easement parcel, as well as compliance with all
40 seaport security laws and regulations, environmental laws and regulations, and all other
41 applicable laws and regulations.

42
43 At this time, I would like to offer into the record Exhibit No. 1, which is the legal ad
44 that appeared in the May 18, 2018 issue of the Tampa Bay Times advising of this public

1 hearing and Exhibit "A," which is an aerial view depicting the easement parcel. These are
2 the only exhibits to be offered into the record.

3
4 That is all.

5
6 **MRS. EBLIN-CROWE:**

7
8 Thank you Mr. Glessing. I will accept these exhibits and they will be entered into
9 the record as presented.

10
11 At this time we will take comments concerning this issue.

12
13 Are there any comments? Hearing none.

14
15 A transcript will be made and furnished to the Port Authority Staff. The Staff will
16 make a recommendation to our Board of Commissioners, which will meet on June 19,
17 2018. The Staff recommendation will be available on June 13, 2018. If there is nothing
18 else to come before this hearing, I declare this hearing closed at 11:07 a.m. 57

19
20 I, **Heather Eblin-Crowe**, have read and approve the form of the attached transcript
21 of the June 8, 2018 public hearing for the License Agreement and Easement Agreement
22 with Buckeye Terminals, LLC.

23
24 Dated this 12th day of June, 2018

25
26 

27
28 Heather Eblin-Crowe
29 Public Hearing Officer

SIGN-IN SHEET

PUBLIC HEARING FOR

BUCKEYE TERMINALS, LLC – LICENSE AGREEMENT AND EASEMENT AGREEMENT

Friday, June 8, 2018 @ 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.				

Not Attended

EXHIBIT NO. 1

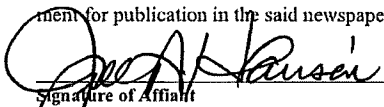
638029

Tampa Bay Times
Published Daily

STATE OF FLORIDA } ss
COUNTY OF Hillsborough County

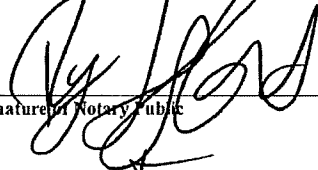
Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Clerk of the Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Buckeye Terminals** was published in **Tampa Bay Times: 5/18/18**. 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



Signature of Affiant

Sworn to and subscribed before me this 05/18/2018.



Signature of Notary Public

Personally known _____ or produced identification

Type of identification produced _____



**PORT TAMPA BAY
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 11:00 a.m., June 8, 2018 before the Tampa Port Authority d/b/a Port Tampa Bay, at its offices located at 1101 Channelside Drive, Tampa, Florida 33602, to hear public comments regarding the following:

**LICENSE AGREEMENT AND EASEMENT
AGREEMENT
WITH BUCKEYE TERMINALS, LLC**

Additional information is available online at www.tampaport.com. All written comments and objections directed toward the foregoing matter should be filed with Port Tampa Bay, Real Estate Department, at 1101 Channelside Drive, Tampa, Florida 33602 by 12:00 noon on June 7, 2018. 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) 905-5031 or fax (813) 905-5029 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 A 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.

(638029) 05/18/2018

SUBJECT: LEASE AGREEMENT WITH SPARTAN MATERIALS OF TAMPA, LLC**BACKGROUND:**

Spartan Materials of Tampa, LLC (Spartan) is an international supplier of fly ash, a byproduct of coal-fired power plants, to the concrete industry. Spartan desires to lease property from Port Tampa Bay (PTB) for a dry bulk marine terminal for storage and handling of fly ash and other cementitious products. PTB staff has identified an approximately 6.6 acre site located along the southerly side of Causeway Boulevard (East Port Premises) to lease to Spartan as a bulk terminal for the processing, storage and handling of fly ash. In addition, Spartan would also temporarily lease warehouse space from PTB for its dry bulk terminal operations (Temporary Premises) until the East Port Premises are ready for operations.

FACTS/COMMENTS:

Port Tampa Bay and Spartan have agreed to the following terms for both the Temporary Premises and the East Port Premises (collectively, the Premises):

Premises: Approximately six and six tenths (6.6) acres of land located on Causeway Boulevard, as shown on Exhibit "A" (East Port Premises), subject to confirmation by PTB and Spartan on the final location, and approximately 66,640 square feet of warehouse area located in Building 310 on Hooker's Point, as shown on Exhibit "B" (Temporary Premises). Spartan would vacate the Temporary Premises upon commencement of operations on the East Port Premises.

Use: The construction of silos and other terminal facilities on the East Port Premises and operation of a dry bulk marine terminal for processing, storage and handling of fly ash and other cementitious products on the East Port Premises and Temporary Premises.

Term: Twenty (20) years, with three (3), five (5) year Lease Extension Options; provided, however, Spartan would vacate the Temporary Premises upon commencement of operations on the East Port Premises.

Rent: Rent for the Lease would be as follows:

Lease Years 1-2: - \$166,600 per year; however, in the event Spartan commences operations on the East Port Premises prior to the end of Lease Year 2, Rent would be calculated at \$25,000 per acre per year.

Lease Year 3: - \$25,000 per acre annually or \$165,000 total annually.

Lease Years 4 - 20: Rent would be based on the Rent for Lease Year 3, as adjusted by the increase in the CPI, but not less than 0%.

Extension Options: Rent would be based upon the fair market value as determined by an appraisal process or as mutually agreed upon by PTB and Spartan.

Annual Tonnage

Guarantee:

The minimum Annual Tonnage Guarantee (ATG) of permitted commodities would be as follows:

Years 1 - 2:	100,000 tons
Years 3 - 6:	200,000 tons
Years 7 - 20:	350,000 tons
Extension Options:	350,000 tons

Improvements:

Spartan would be responsible for all improvements to the Premises and agrees to take the Premises and all existing improvements "AS-IS". Spartan would have the right to construct building improvements, silos, pipelines, conveyors, rail spurs, and other improvements on the Premises, subject to approval by PTB. The rail improvements depicted on Exhibit "A" do not exist and are merely a depiction. PTB would use best efforts to obtain rail service to the East Port Premises; however, the timeframe and final layout have not been determined and PTB would coordinate with Spartan through the development process.

Other:

Spartan would be responsible for all utilities, real estate taxes, site improvements, insurance, maintenance, compliance with seaport security laws and regulations, environmental and all other applicable regulations and laws.

Public

Hearing:

PTB held a public hearing on this matter on June 8, 2018 and there were no public comments.

RECOMMENDATION:

Authorize the Port President/CEO, or his designee, to execute a Lease Agreement with Spartan Materials of Tampa, LLC in accordance with the terms set forth above, subject to review by Port counsel.

Exhibit "A"
Sketch of the Property



PUBLIC HEARING TRANSCRIPT
June 8, 2018 at 11:31 a.m.
Lease Agreement with Spartan Materials of Tampa, LLC

ATTENDEES

Barbara Baity – Port Tampa Bay
Ronald Glessing – Port Tampa Bay
Lane Ramsfield – Port Tampa Bay
Cherie Robinson – Port Tampa Bay

HEARING OFFICER

Heather Eblin-Crowe

64

MRS. EBLIN-CROWE:

Good morning. Today is Friday, June 8, 2018 and this public hearing is called to order at 11:31 a.m. This hearing is held under the authority and pursuant to Chapter 95-488 of the Laws of Florida. The purpose of the hearing is to hear comments from the general public and interested parties regarding the following:

LEASE AGREEMENT WITH SPARTAN MATERIALS OF TAMPA, LLC

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

MR. GLESSING:

65

Spartan Materials of Tampa, LLC is an international supplier of fly ash, a byproduct of coal-fired power plants, to the concrete industry. Spartan desires to lease property from Port Tampa Bay for the operation of a dry bulk marine terminal for the storage, processing and handling of fly ash and other cementitious products. Port Tampa Bay has two possible sites located on Causeway Boulevard for Spartan to lease. However, during Spartan's investigation for the suitability of either site for its operations, Spartan desires to lease a warehouse from Port Tampa Bay for its temporary operations. Port Tampa Bay and Spartan have agreed to the following terms for both the Temporary Premises and the final Premises.

The Temporary Premises would be for the use of a warehouse, Building 310, which is approximately 66,640 square feet located on Hooker's Point, as shown on Exhibit "B".

The Premises would consist of approximately six and six tenths acres of land located on Causeway Boulevard, as shown on Exhibit "A". Port Tampa Bay and Spartan will coordinate with each other to finalize which site is selected as the Premises. Once the Premises is selected and Spartan commences operations on the Premises, the Temporary Premises would be vacated by Spartan and returned to Port Tampa Bay in the same condition as Spartan received it.

The use of the Premises will be for storage, processing and handling of fly ash and other cementitious products.

The Term would commence with the Temporary Premises and be for a period of twenty years, with three five year Lease Extension Options. The Term would commence upon execution of the Lease.

Rent for the lease would be as follows:

1 Rent for leases, I'm sorry, rent for Lease Years 1 and 2 for the Temporary Premises
2 would be \$166,600 per year. In the event Spartan commences operations on the
3 Premises prior to the end of Lease Year 2, Rent for the Premises would be calculated at
4 \$25,000 per acre per year.

5
6 Rent for Lease Year 3 would be \$25,000 per acre annually or \$165,000 total
7 annually.

8
9 Rent for Lease Years 4 through 20 would be based on the Rent for Lease Year 3,
10 as adjusted by the increase in the CPI, but not less than 0%.

11
12 Rent for the Extension Options would be based upon the fair market value as
13 determined by an appraisal process or as mutually agreed upon by Port Tampa Bay and
14 Spartan.

15
16 The minimum Annual Tonnage Guarantee for lease years 1 and 2 would be
17 100,000 tons of waterborne cementitious products. Lease years 3 through 6 would have
18 a minimum Annual Tonnage Guarantee of 200,000 tons of waterborne cementitious
19 products and Lease Years 7 through 20 would have a minimum Annual Tonnage
20 Guarantee of 350,000 tons of waterborne cementitious products. The minimum Annual
21 Tonnage Guarantee for the Lease Extension Options would be 350,000 tons of
22 waterborne cementitious products.

66

23
24 Spartan would be responsible for all improvements to the premises and agrees to
25 take the Premises and all existing improvements "AS-IS." Spartan acknowledges that
26 Port Tampa Bay disclaims and makes no representations or warranties, express or
27 implied, including, without limitation, the suitability or fitness for a particular purpose or
28 otherwise.

29
30 Spartan would have the right to construct building improvements, storage silos,
31 pipelines, conveyors, rail spurs, and other improvements on the Premises, all subject to
32 prior review and approval by Port Tampa Bay. The rail improvements depicted on Exhibit
33 "A" do not exist at this time and is a mere depiction of the possibility of rail service to the
34 Premises. Port Tampa Bay will use its best efforts to obtain rail service to the Premises;
35 however, the timeframe and final layout have not been determined and Port Tampa Bay
36 will coordinate with Spartan through the development process.

37
38 Spartan would be responsible for all utilities, real estate taxes, site improvements,
39 insurance, maintenance of the Premises, and compliance with all seaport security laws
40 and regulations, environmental laws and regulations and all other applicable regulations
41 and laws. All appropriate environmental restrictions would apply to the Lease, including,
42 without limitation, odor and emissions control as required in the vicinity of the Premises.

43
44 At this time, I would like to offer into the record Exhibit No. 1, which is a legal ad
45 that appeared in the May 18, 2018 issue of the Tampa Bay Times advising of this public

1 hearing, along with Exhibit "A," which is an aerial view depicting the Premises and Exhibit
2 "B," which is an aerial view depicting the Temporary Premises. These are the only exhibits
3 to be offered into the record.

4
5 That is all.

6
7 **MRS. EBLIN-CROWE:**

8
9 Thank you Mr. Glessing. I will accept these exhibits and they will be entered into
10 the record as presented.

11
12 At this time we will take comments concerning this issue.

13
14 Are there any comments? Hearing none.

15
16 A transcript will be made and furnished to the Port Authority Staff. The Staff will
17 make a recommendation to our Board of Commissioners, which will meet on June 19,
18 2018. The Staff recommendation will be available on June 13, 2018. If there is nothing
19 else to come before this hearing, I declare this hearing closed at 11:38 a.m.

20
21 I, **Heather Eblin-Crowe**, have read and approve the form of the attached transcript
22 of the June 8, 2018 public hearing for the Lease Agreement with Spartan Materials of
23 Tampa, LLC.

24
25 Dated this 12th day of June, 2018.

26
27 

28
29 Heather Eblin-Crowe
30 Public Hearing Officer

SIGN-IN SHEET

PUBLIC HEARING FOR

SPARTAN MATERIALS OF TAMPA, LLC – LEASE AGREEMENT

Friday, June 8, 2018 @ 11:30 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.				
5.				
6.				
7.				
8.				
9.				
10.				

Handwritten in blue ink:
 50
 F. Turner
 LLC

EXHIBIT NO. 1

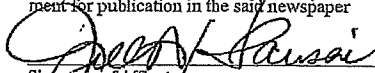
638047

Tampa Bay Times
Published Daily

STATE OF FLORIDA }
COUNTY OF Hillsborough County } ss

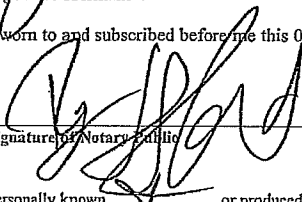
Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is Legal Clerk of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Spartan Materials, L was published in Tampa Bay Times: 5/18/18. 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

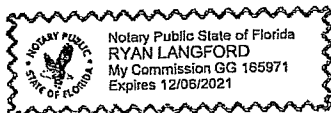
Sworn to and subscribed before me this 05/18/2018.



Signature of Notary Public

Personally known _____ or produced identification

Type of identification produced _____



**PORT TAMPA BAY
NOTICE OF PUBLIC HEARING**
Notice is hereby given of a public hearing to be held at 11:30 a.m., June 8, 2018 before the Tampa Port Authority, d/b/a Port Tampa Bay at its offices located at 1101 Channelside Drive, Tampa, Florida 33602, to hear public comments regarding the following:
LEASE AGREEMENT WITH SPARTAN MATERIALS, LLC
Additional information is available online at www.tampaport.com. All written comments and objections directed toward the foregoing matter should be filed with Port Tampa Bay, Real Estate Department, at 1101 Channelside Drive, Tampa, Florida 33602 by 12:00 noon on June 7, 2018. Oral comments and objections may be presented at the hearing.
In accordance with the federal Americans with Disabilities Act and Section 285.26, Florida Statutes, persons with disabilities requiring reasonable accommodation to participate in this hearing should call (813) 905-5031 or fax (813) 905-5029 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 A 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.
(638047) 05/18/2018

SUBJECT: REFINANCE OF THE SERIES 2008 COMPASS BANK LOAN AND TERMINATION OF RELATED INTEREST RATE SWAP AGREEMENT

BACKGROUND:

On May 21, 2008, Port Tampa Bay (PTB) entered into a variable interest rate loan and corresponding interest rate swap with Compass Bank (Compass Reference Number: 22410CB) for \$27,000,000 that was effective June 6, 2008 with a final maturity of June 1, 2023. The variable interest rate loan combined with the swap resulted in a net annual fixed rate of 3.86%. The amount to be refinanced from the new 2018 bank loan is \$13,500,000.

FACTS/COMMENTS:

Due to the need for additional funding for future capital projects via the bond market, PTB will need to refinance the 2008 Compass Bank loan to defer principal repayment scheduled for FY 2019 and FY 2020, which will improve debt service coverage in the most strained years by approximately 45 basis points. It is estimated that senior lien debt service coverage will increase from 1.99x to 2.44x in FY 2019 and from 2.05x to 2.49x in FY 2020. These estimated calculations utilize PTB's latest internal projections of revenue available for debt service.

Based on current market conditions as of June 12, 2018 and a standard refunding where refunding bond amortization matches the refunded bond amortization, the estimated cost to refund the 2008 Note and terminate the associated swap is \$64,000 on a net present value basis (or -.47% of refunded par). The proposed structure which includes deferring the FY 2019 and 2020 principal payments to be amortized over FY 2021 – FY 2023 in order to provide capacity for potential new money debt issues to fund CIP projects has a moderately higher estimated net cost of \$117,000 (or -0.86% of refunded par). Note the cost to terminate the swap is dependent upon market conditions at the time of termination and may change substantially prior to termination.

PTB will not be obligated to move forward with the termination and refunding until the termination value is set and the economics are deemed acceptable to PTB.

RECOMMENDATION:

Adopt the attached resolution authorizing the refinancing of the Series 2008 Compass Bank loan and the termination of the related interest rate swap through the use of a tax-exempt bank loan with Chase Bank with the terms and conditions stated on the following page.

TERMS OF THE FIXED RATE BANK LOAN PROVIDED BY CHASE BANK

Facility Type:	Tax-Exempt Bank Loan
Purpose:	Refinance the Series 2008 Compass Bank Loan and terminate the related Interest Rate Swap
Amount:	NTE \$16 million
Interest Rate:	2.718%
Term:	5 years
Prepayment Penalty:	Cannot be prepaid prior to maturity
Security & Covenants:	On parity with TPA's other existing senior lien bond obligations
Cost of Issuance (Professional Fees):	\$100,000 estimated
Cost of Issuance (Swap Termination):	\$485,000 estimated
Interest Savings (Reduced interest rate):	\$368,000 estimated

RESOLUTION

A RESOLUTION OF THE HILLSBOROUGH COUNTY PORT DISTRICT, FLORIDA, ACTING BY AND THROUGH THE TAMPA PORT AUTHORITY AUTHORIZING THE PORT DIRECTOR TO TAKE ALL NECESSARY ACTION TO ACCEPT THE PROPOSAL OF JPMORGAN CHASE BANK, N.A., AS LENDER, TO PURCHASE A NOTE IN ORDER TO PROVIDE A SENIOR LIEN FIXED RATE TERM LOAN TO THE DISTRICT IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$16,000,000 FOR THE PURPOSES OF PROVIDING FUNDS FOR THE REFUNDING THE DISTRICT'S OUTSTANDING SERIES 2008 REVENUE NOTE AND TERMINATING AN INTEREST RATE SWAP AGREEMENT ASSOCIATED WITH SUCH SERIES 2008 REVENUE NOTE; AUTHORIZING THE EXECUTION AND DELIVERY OF A REVENUE REFUNDING NOTE, SERIES 2018 IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$16,000,000 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") doing business as Port Tampa Bay:

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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.

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

"Amended and Restated Master Senior Lien Resolution" means the Amended and Restated Master Senior Lien Resolution to be considered for adoption by the District at a later duly noticed public meeting of the District.

"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) 5.718% 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" means each June 1 and December 1, commencing December 1, 2018.

"Interest Rate" means 2.718% per annum, being the interest rate on the Note, subject to adjustment to the Default Rate pursuant to section 402 hereof.

"Lender" means JPMorgan Chase Bank, N.A., and any successor or assigns as Noteholder.

"Loan" means the loan in a principal amount of not exceeding \$16,000,000 from the Lender to the District and secured by the Note.

"Maturity Date" means June 1, 2023, 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. All references herein to the Master Senior Lien Resolution shall be construed to be references to the Amended and Restated Master Senior Lien Resolution upon the effective date of the Amended and Restated Master Senior Lien Resolution.

"Note" means the District's Revenue Refunding Note, Series 2018, issued pursuant to the terms and conditions contained herein, in the aggregate principal amount of not exceeding \$16,000,000, substantially in the form of Exhibit A hereto and herein authorized to be issued.

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

"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, upon the Refunding of the Refunded Note, the Series 2011 Note, the Series 2015 Note, the Series 2016 Note and the Series 2017 Note.

"Paying Agent" means the Vice President of Finance 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 100 N. Tampa Street, Floor 33, Tampa, Florida 33602, or such other office as the Lender may designate to the Port Authority in writing.

"Refunding" means the refunding of the Refunded Note.

"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 Revenue Note" or "Refunded Note" means the District's Revenue Note (Tampa Port Authority Project), Series 2008, 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 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.

"Series 2017 Note" means the District's Revenue Refunding Note, Series 2017, dated June 1, 2017, issued pursuant to the Master Senior Lien Resolution.

"Swap Documents" means the 2008 Interest Rate Swap Agreement, as defined in the Resolution of the District adopted on May 20, 2008, authorizing *inter alia*, the issuance of the Refunded Note.

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 Note and to terminate the Swap Documents.

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; Termination of Swap Documents Authorized.

A. The Refunding is hereby authorized to be financed with the proceeds of the Note and the redemption of the Refunded Note is authorized. 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, and the Noteholder's counsel fee.

B. The termination of the Swap Documents in accordance with the terms and provisions of Swap Documents, including the payment of a termination fee thereunder is hereby authorized. The Chairman, the Secretary-Treasurer, the Vice President of Finance and the Port Director of the Port Authority, based on the advice of the Financial Advisor in its role as consultant to the Authority on the termination of the Swap Documents, are hereby authorized to take all actions and execute all documents on behalf of the Port Authority necessary to terminate the Swap Documents as appropriate in connection therewith.

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 (provided, the Note shall not be secured by the Reserve Account); 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 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, (ii) the interest rate to be paid to the Noteholder is within or lower than the range of prevailing interest rates on similar obligations; and (iii) the terms and conditions in the Lender's proposal are advantageous. 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 2018," in the initial aggregate principal amount of not exceeding \$16,000,000 as security for the Loan, for the purpose of financing with the proceeds thereof, together with funds of the Port Authority, the cost of the Refunding, the costs of issuing the Note and the costs of terminating the Swap Documents. 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, 2021 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. The initial Interest Rate shall be fixed as set forth on the executed Note, subject to adjustment to the Default Rate, only upon the occurrence and continuance of Event of Default.

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 30/360 day year.

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 (15th) 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 (5th) 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 Vice President of Finance 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 Vice President of Finance 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 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, and interest if unpaid, on or before July 2, 2018, for the Refunded Note, shall be deposited with Compass Mortgage Corporation, as the holder of the Refunded Note.

C. An amount equal to the cost of terminating the Swap Documents on or before July 2, 2018, shall be deposited with Compass Bank, as counterparty to the Swap Documents.

**ARTICLE V.
NO OPTIONAL PREPAYMENT**

The Note shall not be subject to prepayment.

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 seventy (270) days from the District's fiscal year end, for each year that the Note is outstanding, the Port Authority shall deliver to the Noteholder 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 Noteholder a copy its annual budget and any amendments thereto, within thirty (30) days of its adoption, or amendment and any additional reports required to be delivered pursuant to the Master Senior Lien Resolution together with any other available information the Noteholder 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 Noteholder 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: JPMorgan Chase Bank, N.A.
100 N. Tampa Street, Floor 33
Tampa, Florida 33602
Attention: Gary C. Mele, Jr., Vice 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; 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.

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.

SECTION 912. 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 913. 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.

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Approved and adopted by the Tampa Port Authority as the governing body of the Hillsborough County Port District, Florida on June 19, 2018.

**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 2018]

EXHIBIT A
FORM OF NOTE

ANY NOTEHOLDER SHALL, PRIOR TO BECOMING A NOTEHOLDER, EXECUTE A LENDER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH NOTEHOLDER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

UNITED STATES OF AMERICA
 STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH
 HILLSBOROUGH COUNTY PORT DISTRICT
 REFUNDING REVENUE NOTE, SERIES 2018

<u>PRINCIPAL SUM</u>	<u>INTEREST RATE</u>	<u>FINAL MATURITY DATE</u>	<u>DATE OF ISSUANCE</u>
\$ _____	2.718%, subject to adjustment (as described herein)	June 1, 2023	_____, 2018

The HILLSBOROUGH COUNTY PORT DISTRICT, Hillsborough County, Florida (hereinafter called the "District"), acting by and through the Tampa Port Authority, a public body corporate of the State of Florida (hereinafter called the "Port Authority" or the "Authority"), for value received, hereby promises to pay to JPMORGAN CHASE BANK, N.A. or its registered assigns or legal representatives (the "Noteholder"), but solely from the revenues hereinafter mentioned, the Principal Sum specified above, and to pay interest on this Note semi-annually on June 1 and December 1 (each an "Interest Payment Date"), commencing on December 1, 2018, until such Principal Sum shall have been paid. The Principal Sum hereof shall be payable annually on June 1, commencing June 1, 2021 and continuing until such time as the Principal Sum shall have been paid in the amounts and on the dates, set forth on Schedule 1 hereto. The Interest Rate shall be the fixed rate of interest specified above, subject to adjustment to the Default Rate, only upon the occurrence and continuance of an Event of Default, in accordance with Section 402 of the supplemental resolution adopted by the Port Authority on June 19, 2018, authorizing the issuance of this Note (the "Supplemental Resolution"). All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto pursuant to the Master Senior Lien Resolution (as defined herein) and the Supplemental Resolution. The Principal Sum and interest are payable in any coin or currency of the United States of America that, at the time of payment, is legal tender for the payment of public and private debts.

This Note and the interest hereon is payable solely from and secured by a lien upon and pledge of the Pledged Funds, as the Pledged Funds are more particularly described and defined in the resolution adopted by the Port Authority on April 6, 1995, as supplemented and amended from time to time (the "Master Senior Lien Resolution"), particularly as supplemented by the Supplemental Resolution. This Note is on a parity in all respects as to lien on, source of and security for payment from the Pledged Funds with the District's Refunding Revenue Note (Taxable) (Tampa Port Authority Project), Series 2011, dated as of December 8, 2011, the District's Revenue Refunding Note (Tampa Port Authority Project), Series 2015, dated as of March 3, 2015, the District's Revenue Refunding Note (Tampa Port Authority Project), Series 2016, dated March 3, 2016 and the District's Revenue Refunding Note (Tampa Port Authority Project), Series 2017, dated June 1, 2017 and with any other additional parity bonds hereafter issued pursuant to the Master Senior Lien Resolution, except as provided in the Master Senior Lien Resolution and the Supplemental Resolution. This Note shall not be secured by any funds on deposit in the Reserve Account held under the Master Senior Lien Resolution or the Supplemental Resolution. Reference is made to the Master Senior Lien Resolution and the Supplemental Resolution for the provisions, among others, relating to the terms, lien and security for this Note, the rights and remedies of the Noteholder, and the provisions permitting the issuance of additional parity indebtedness, to all of which provisions the owner hereof assents by acceptance of this Note.

This Note has been authorized to provide funds, together with certain other funds of the District to finance: (i) the cost of the Refunding, (ii) the costs of issuing the Note and (iii) the costs of terminating the Swap Documents, as more fully described in the Supplemental Resolution pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including, particularly, the Resolution, Chapter 95-488, Laws of Florida, Chapter 315, Florida Statutes, and other applicable provisions of law. This Note is subject to all the terms and conditions of the Master Senior Lien Resolution and capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Master Senior Lien Resolution and the Supplemental Resolution.

This Note shall bear interest from its Date of Issuance at the Interest Rate, subject to adjustment to the Default Rate, as described herein and in the Supplemental Resolution. Interest on this Note shall be calculated on a 30/360 day count basis. The Noteholder shall provide to the Port Authority upon request such documentation to evidence the amount of interest due on this Note. Upon an Event of Default, any due and unpaid principal and interest on this Note shall bear interest at the Default Rate from the date of such Event of Default until such time as the Event of Default no longer exists. Anything herein or in this Note to the contrary notwithstanding, in no event shall the interest rate borne by this Note exceed the maximum interest rate permitted to be paid by the Port Authority under applicable law.

All payments made by the Port Authority hereon shall apply first to accrued interest, and then to the principal amount then due on this Note.

This Note is not subject to optional prepayment.

Upon the occurrence of an "event of default" (as defined in the Master Senior Lien Resolution) relating to this Note, the Principal Sum of this Note is payable under the conditions set forth in the Supplemental Resolution as limited by the Master Senior Lien Resolution. The Noteholder shall also have such other remedies as described in the Supplemental Resolution.

Notwithstanding anything to the contrary, the Noteholder by accepting delivery hereof is in agreement that it shall not have the right to setoff, as described in Section 910 of the Supplemental Resolution.

The Port Authority hereby waives demand, protest and notice of dishonor.

This Note shall not be deemed to constitute a general debt or a pledge of the faith and credit or taxing power of the District, or a debt or a pledge of the faith and credit of the State of Florida, the City of Tampa, Florida, Hillsborough County, Florida, or any other political subdivision of the State of Florida within the meaning of any constitutional, legislative or charter provision or limitation, and it is expressly agreed by the Noteholder that such Noteholder shall never have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power or taxation in any form on any real or personal property for the payment of the principal of and interest on this Note or for the payment of any other amounts provided for in the Master Senior Lien Resolution.

It is further agreed between the District and the Noteholder that this Note and the indebtedness evidenced hereby shall not constitute a lien upon the Port Facilities (as defined in the Master Senior Lien Resolution), or any part thereof, or on any other property of or in the District, but shall constitute a lien only on the Pledged Funds described above, in the manner and to the extent provided in the Master Senior Lien Resolution. Neither the members of the Port Authority nor any person executing this Note shall be liable personally for payment of principal or interest on this Note by reason of their issuance.

It is certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in connection with the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note, together with all other obligations of the Port Authority under the Master Senior Lien Resolution (including the Supplemental Resolution), does not exceed or violate any constitutional or statutory limitation.

The terms of this Note shall be governed and construed in accordance with the laws of the State of Florida.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PORT AUTHORITY BY EXECUTION HEREOF AND THE NOTEHOLDER BY ACCEPTANCE

HEREOF, 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 THIS NOTE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS 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 NOTEHOLDER TO ACCEPT THIS NOTE. EACH OF THE PARTIES AGREES THAT THE TERMS HEREOF SHALL SUPERSEDE AND REPLACE ANY PRIOR AGREEMENT RELATED TO ARBITRATION OF DISPUTES BETWEEN THE PARTIES CONTAINED IN ANY LOAN DOCUMENT OR ANY OTHER DOCUMENT OR AGREEMENT HERETOFORE EXECUTED IN CONNECTION WITH, RELATED TO OR BEING REPLACED, SUPPLEMENTED, EXTENDED OR MODIFIED BY, THIS NOTE.

IN WITNESS WHEREOF, the Hillsborough County Port District, acting by and through the Tampa Port Authority as its governing body, has issued this Note and has caused the same to be signed by its Chairman and attested and countersigned by its Secretary/Treasurer either manually or with their facsimile signatures, and has caused its official corporate seal to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Date of Issue above.

**HILLSBOROUGH COUNTY PORT
DISTRICT, FLORIDA**

(SEAL)

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

ATTESTED AND COUNTERSIGNED:

By: _____
Name: Patrick H. Allman
Title: Secretary/Treasurer, Tampa Port
Authority

SCHEDULE 1

**HILLSBOROUGH COUNTY PORT DISTRICT
SERIES 2018 REFUNDING REVENUE NOTE**

AMORTIZATION SCHEDULE

<u>Payment Date</u> <u>(June 1)</u>	<u>Principal Amount</u>
2021	\$4,600,000
2022	4,715,000
2023*	4,835,000

* Final Maturity.

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

LENDER'S CERTIFICATE

This is to certify that JPMORGAN CHASE BANK, N.A. (the "Lender") has not required the Hillsborough County Port District (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$_____ Hillsborough County Port District Revenue Refunding Note, Series 2018 (the "Note") and no inference should be drawn that the Lender, in the acceptance of said Note, is relying on Bryant Miller Olive P.A. or Hobby & Hobby, P.A. (collectively, "Note Counsel") or the Issuer Counsel as to any such matters other than the legal opinions rendered by Note Counsel and by Issuer Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted by the Tampa Port Authority, as the governing body of the Issuer on June 19, 2018, authorizing the issuance and sale of the Note (the "Supplemental Resolution").

The Lender is aware that investment in the Note involves various risks, and that the payment of the Note is secured solely from the sources described in the Master Senior Lien Resolution and the Supplemental Resolution (the "Pledged Funds").

The Lender hereby certifies that it has not required the District or the Tampa Port Authority (the "Authority"), the District's governing body, to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into the Pledged Funds and into matters relating to business affairs or conditions (either financial or otherwise) of the District and the Authority in connection with making the loan (the "Loan") secured by the Note, and no inference should be drawn that the Lender, in the acceptance of the Note to secure the Loan, is relying on Note Counsel, or the Issuer Counsel as to any such matters other than the legal opinions rendered by Note Counsel and by the Issuer Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the Supplemental Resolution.

The Lender is not acting as a broker or other intermediary, and is receiving the Note as an investment for its own account and not with a present view to a resale or other distribution to the public. The Lender understands that the Note may not be transferred except to a bank, savings association, insurance company or other "accredited investor" as described below in accordance with the restrictions set forth in the Note. The Lender understands that the Note may only be sold, assigned or transferred in accordance with the documents securing the Note.

The Lender is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. The Lender is not making the Loan or accepting the Note as evidence of the Loan for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this ____ day of July, 2018.

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Gary C. Mele, Jr.

Title: Vice President

[Signature Page | Lender's Certificate]

EXHIBIT C

FORM OF LENDER'S DISCLOSURE LETTER

LENDER'S DISCLOSURE CERTIFICATE

JPMORGAN CHASE BANK, N.A. (the "Lender"), as purchaser of the herein defined Note, has negotiated with the Hillsborough County Port District, Hillsborough County, Florida (the "District"), acting by and through the Tampa Port Authority, a public body corporate of the State of Florida (hereinafter called the "Port Authority"), for the private purchase of its Hillsborough County Port District Revenue Refunding Note, Series 2018 (the "Note"), in the principal amount not to exceed \$16,000,000. Prior to the award of the Note, the following information is hereby furnished to the Port Authority:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Lender in connection with its purchase of the Note (such fees and expenses to be paid by the District):

Greenberg Traurig, P.A.: \$_____

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with its purchase of the Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Port Authority, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the District and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The origination fee to be charged by the Lender is \$0.00.

4. No underwriting spread expected to be realized by the Lender.

5. No management fee is to be charged by the Lender.

6. Truth-in-Bonding Statement:

The Note is being issued to finance: (i) the costs of refunding the District's Refunding Revenue Bonds (Tampa Port Authority Project), Series 2008, maturing on and after June 1, 2018 and (ii) the costs incidental thereto.

The Note is not subject to optional prepayment and is expected to be repaid by June 1, 2023. The interest rate on the Note is not subject to adjustment in an event of default. However, assuming repayment of the Note at a fixed rate of interest equal to 2.718% per annum

(subject to adjustment to a default rate), total interest paid over the life of the Note, based upon the assumption that the Note will be issued on _____, 2018, is estimated to be \$_____.

The Note will be secured solely by and payable solely from a lien upon and pledge of all rents, fees and charges or other income (excluding ad valorem taxes) received by or accrued to the District from the operation of its port facilities (the "Pledged Funds"), as the Pledged Funds are more particularly described in a resolution adopted by the Port Authority on April 6, 1995, as supplemented by a resolution adopted on June 19, 2018 (collectively, the "Master Senior Lien Resolution"). The Note is on a parity in all respects as to lien on, source of and security for payment from the Pledged Funds with the outstanding Bonds (as defined in the Master Senior Lien Resolution). Based upon an assumption that the Note will be issued on _____, 2018 and subject to the interest rate assumptions described in the foregoing paragraph, issuance of the Note is estimated to result in an annual average of approximately \$_____ (average annual debt service) of revenues of the District not being available to finance the services of the District during the life of the Note.

7. The name and address of the Lender is as follows:

JPMorgan Chase Bank, N.A.
100 N. Tampa Street, Floor 33
Tampa, Florida 33602
Attention: Gary C. Mele, Jr., Vice President

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 2nd day of July, 2018.

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Gary C. Mele, Jr.,

Title: Vice President

[Signature Page | Lender's Disclosure Certificate]

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**

FY2018 – LEGAL FEES AND EXPENSES REPORT THROUGH MAY 31, 2018

YEAR-TO-DATE LEGAL FEES AND EXPENSES

Chief Financial Officer	FY 2018 Budget	FY 2018 Actual
<ul style="list-style-type: none"> • Bond Counsel - Year-to-Date FY 2017-18 [Under Budget FY2018 – \$60,000.00]	\$ 60,000.00	\$ 0.00
Principal Counsel	FY 2018 Budget	FY 2018 Actual
<ul style="list-style-type: none"> • Admiralty - Special • General Support • Real Estate / Land Use Year-To-Date FY 2017-18	\$ 0.00 \$ 0.00 \$ 0.00 \$ 71,000.00	\$ 0.00 \$ 125.00 \$ 0.00 \$ 125.00
Vice President – Legal Affairs	FY 2018 Budget	FY 2018 Actual
<ul style="list-style-type: none"> • General Support / Litigation • Real Estate / Land Use • Employment / Labor • Construction Services • Personal Injury • Environmental • Bankruptcy Services • Admiralty / Maritime / Tariff Year-To-Date FY 2017-18 [Under Budget FY2018 \$16,406.84]	\$ 25,000.00 \$ 25,000.00 \$ 15,000.00 \$ 10,000.00 \$ 15,000.00 \$ 12,000.00 \$ 3,000.00 \$ 3,000.00 \$108,000.00	\$ 8,765.00 \$ 11,514.48 \$ 21,620.00 \$ 0.00 \$ 26,676.11 \$ 23,017.57 \$ 0.00 \$ 0.00 \$ 91,593.16
FY 2018 Total Legal Fees and Expenses		\$ 81,526.16

CHIEF FINANCIAL OFFICER:

BOND COUNSEL

Outside Counsel / Matter	May	Cumulative FY To Date
Bryant Miller Olive		
- General Services		
- Debt Issuance		
J. Powers, P.A.		

PRINCIPAL COUNSEL:

ADMIRALTY – SPECIAL

Outside Counsel / Matter	May	Cumulative FY To Date
Venable		
- General		

GENERAL LEGAL SUPPORT

Outside Counsel / Matter	May	Cumulative FY To Date
Gray Robinson		
- Channelside Bay Mall [14]		
- Service Mark [24] <i>Spoil You</i>		
- Service Mark [33] <i>PTB</i>		\$ 125.00

REAL ESTATE / LAND USE

Outside Counsel / Matter	May	Cumulative FY To Date
Gray Robinson		
- New Channelside Dev [21]		
- DRI [15]		
- CBP Development [31]		
P&M Consulting Group		
- General DRI		
- Channelside		
- Port Redwing		
- South Bay		
Trenam Kemker		
- Channelside		

VICE PRESIDENT – LEGAL AFFAIRS:**LITIGATION AND GENERAL LEGAL SUPPORT**

Outside Counsel / Matter	May	Cumulative FY To Date
Broad and Cassel		
- General		\$ 40.00
- Ins – LAV		
- Ins – JCM		\$ 720.00
- Ins – GT		\$ 525.00
Gray Robinson		
- General		\$ 255.00
- Unit Price Bid		\$ 6,850.00
Mandelbaum Fitzsimmons		
- General		
Squire Patton Boggs		
- General		
Trenam Kemker		
- General		\$ 375.00

GENERAL LITIGATION / PERSONAL INJURY

Outside Counsel / Matter	May	Cumulative FY To Date
Bush Graziano Rice & Platter		
- PI – JHS		\$ 1,487.50
- PI – M/M R		\$ 711.25
Hamilton Miller & Birthisel		
- Ins – EK		\$ 21,549.86
GrayRobinson PA		
- PI – SB	\$ 1,075.00	\$ 1,425.00

GENERAL REAL ESTATE / LAND USE LEGAL SUPPORT

Outside Counsel / Matter	May	Cumulative FY To Date
Broad and Cassel		
- General		
Busack Law Firm		
- General		
- Steelco Lease		\$ 225.00
Gray Robinson		
- General		
- Sea-3		
- International Ship		
Squire Patton Boggs		
- General		
- Central Florida Pipeline		\$ 505.04
- Kinder Morgan Liquids Terminals		\$ 503.96
Trenam Kemker		
- General		
- Lease Review		
- Lease Negotiations		
Smolker Bartlett Loeb		
- General		\$ 10,280.48

GENERAL LABOR / EMPLOYMENT LEGAL SUPPORT

Outside Counsel / Matter	May	Cumulative FY To Date
Broad and Cassel		
- General		\$ 8,620.00
Gray Robinson		
- General		
- Emp Ben [22]		

Mandelbaum Fitzsimmons
 - General \$ 13,000.00
 - Employment [EC]

GENERAL CONSTRUCTION SERVICES LEGAL SUPPORT

<u>Outside Counsel / Matter</u>	<u>May</u>	<u>Cumulative FY To Date</u>
Gray Robinson - General - GLF Construction		
Trenam Kemker - General - Special Construction		

GENERAL ENVIRONMENTAL LEGAL SUPPORT

<u>Outside Counsel / Matter</u>	<u>May</u>	<u>Cumulative FY To Date</u>
Enola Brown PA - General		\$ 3,425.00
Busack Law Firm - General		
Gramling Environmental Law - General		
- Tampa Scrap	\$ 3,213.50	\$ 13,689.70
- Port Ybor	\$ 4,624.50	\$ 4,624.50
- MOA FDEP	\$ 1,279.00	\$ 1,279.00
Nason Yeager Gerson White & Lioce - General		

GENERAL BANKRUPTCY LEGAL SUPPORT

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

GENERAL ADMIRALTY / MARITIME LEGAL SUPPORT

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

TAMPA PORT AUTHORITY
Monthly Aged Receivables
May 31, 2018

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
<u>Port Fees</u>						
S036	ALTAMAR SHIPPING	112.00	-	-	-	112.00
T012	AMALIE OIL COMPANY	700.00	-	-	-	700.00
A470	AMERICAN MARINE AGENCIES	4,027.07	40,421.46	-	-	44,448.53
D054	ANCHOR SANDBLASTING AND COATINGS, INC	20.00	-	-	-	20.00
T320	APS EAST COAST, INC DBA AMPORTS, INC	7.31	-	-	-	7.31
Q228	ARCELORMITTAL INTERNATIONAL AMERICA	107.41	7,160.91	-	-	7,268.32
A533	BLUE CUBE OPERATIONS LLC	282.75	-	-	361.50	644.25
Q400	BNSF LOGISTICS INTERNATIONAL	-	-	1,282.75	-	1,282.75
A012	BOUCHARD TRANSPORT CO	47,506.91	16,775.95	-	3,044.70	67,327.56
S041	BRONCO TRANSPORT	440.00	-	-	-	440.00
T201	BUCKEYE TERMINALS, LLC	71,168.14	-	-	-	71,168.14
T003	CARGILL INC	(28.52)	-	-	-	(28.52)
D049	CARGILL SALT	(35.00)	38.60	-	-	3.60
T131	CARNIVAL CRUISE LINES	564,998.54	-	-	-	564,998.54
T198	CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC	11,190.30	-	-	-	11,190.30
T190	CEMEX USA	1,907,815.39	-	-	-	1,907,815.39
T014	CENTRAL FLORIDA PIPELINE LLC	238,476.32	-	-	-	238,476.32
T183	CERES MARINE TERMINALS INC	525.70	-	-	-	525.70
T109	CITRUS PRODUCTS	68,829.68	198.55	244.46	-	69,272.69
D047	CITY OF TAMPA	820.00	-	-	-	820.00
D048	CITY OF TAMPA DPW/ROW OPERATIONS	40.00	-	-	-	40.00
D063	DAVIS INDUSTRIAL	20.00	-	-	-	20.00
D059	DILLON LOGISTICS INC	120.00	-	-	-	120.00
Q032	DUFERCO STEEL, INC	96.18	6,412.27	-	-	6,508.45
A418	EXPRESS MARINE	446.25	-	-	-	446.25
D062	FEDERAL MARINE TERMINALS	20.00	-	-	-	20.00
A031	FILLETTE GREEN & CO, INC	4,529.60	1,208.00	120.21	-	5,857.81
T132	FLORIDA AQUARIUM	469.00	-	-	-	469.00
D052	FLORIDA DIRT SOURCE LLC	(160.00)	120.00	-	-	(40.00)
Q097	FRONTIER LOGISTICS SERVICES	-	-	711.45	-	711.45
M080	G4S SECURE SOLUTIONS USA INC	109 -	-	1,000.00	-	1,000.00

TAMPA PORT AUTHORITY
Monthly Aged Receivables
May 31, 2018

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
A429	GAC SHIPPING (USA) INC	52,817.23	-	-	-	52,817.23
T108	GRIFFIN INDUSTRIES	723.99	-	-	-	723.99
Q373	GS GLOBAL USA INC	6,901.25	-	-	-	6,901.25
A264	GULF MARINE REPAIR INC	2,988.91	-	-	-	2,988.91
T063	GULF SULPHUR SERVICES	28,179.81	-	-	-	28,179.81
Q336	HANWA AMERICAN CORPORATION-TX	871.70	-	-	-	871.70
A306	INCHCAPE SHIPPING SERVICES	461.25	1,035.96	-	-	1,497.21
A040	INTERNATIONAL SHIP MANAGEMENT & AGENCY SERVICES	3,696.45	-	-	-	3,696.45
A078	INTERNATIONAL SHIP REPAIR	267.75	-	146.25	-	414.00
A350	KIMMINS CONTRACTING	20.00	-	-	-	20.00
T116	KINDER MORGAN BULK/TBS	1,454.68	-	-	-	1,454.68
A010	KIRBY INLAND MARINE, LP	272.25	-	-	-	272.25
A003	KIRBY OFFSHORE MARINE	(861.53)	-	-	-	(861.53)
A248	LA CARRIERS, LLC	3,334.65	-	-	-	3,334.65
T319	LINEA PENINSULAR, INC	7,761.91	-	-	-	7,761.91
Q399	LIVINGSTON INTERNATIONAL - VA	50.37	50.37	3,358.12	-	3,458.86
Q122	LOCKWOOD INTERNATIONAL SERVICES	-	519.24	-	-	519.24
T308	LOGISTEC GULF COAST LLC	40,198.87	985.44	-	-	41,184.31
S049	MARDOT LOGISTICS INC	424.00	-	-	-	424.00
A360	MARTIN GAS MARINE	16,180.45	2,747.40	-	-	18,927.85
T135	MARTIN MARIETTA AGGREGATES	2,674.04	-	-	-	2,674.04
T134	MARTIN OPERATING PARTNERSHIP	9,252.61	-	-	-	9,252.61
A016	MARTIN PRODUCT SALES LLC	4,917.50	-	-	-	4,917.50
Q391	MASTER PIPE TRADING	88.64	5,909.25	-	-	5,997.89
T199	MEDITERRANEAN SHIPPING CO./CHARLESTON	9,889.00	1,653.00	-	-	11,542.00
A053	MORAN TOWING CORPORATION	15,076.90	-	-	-	15,076.90
A430	MORAN-GULF SHIPPING AGENCIES	2,837.25	-	-	-	2,837.25
T002	MOSAIC CROP NUTRITION, LLC	166.29	-	-	-	166.29
T011	MURPHY OIL USA INC	16,382.73	-	-	-	16,382.73
A530	NORFOLK DREDGING COMPANY	4,823.10	-	-	-	4,823.10
A486	NORTH AMERICAN GENERAL AGENTS	3,497.73	2,442.45	-	-	5,940.18
A071	NORTON LILLY INTERNATIONAL	180,407.24	177.00	-	-	180,584.24
A439	NOVA INTERNATIONAL SHIPPING	27,297.17	-	-	-	27,297.17
S050	ONLINE TRANSPORT INT'L - OTI	936.00	-	-	-	936.00

TAMPA PORT AUTHORITY
Monthly Aged Receivables
May 31, 2018

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
A341	ORION MARINE CONSTRUCTION	-	292.50	-	-	292.50
A069	OSG AMERICA INC	14,940.52	-	-	-	14,940.52
T205	PLAINS LPG SERVICES, L.P.	277,543.07	-	-	-	277,543.07
T006	PORTS AMERICA	6,296.90	8,130.51	-	-	14,427.41
T182	PORTS AMERICA	46,461.01	-	-	-	46,461.01
A283	PRO TRANSPORT INC, TAMPA	(184.00)	24.00	-	-	(160.00)
Q012	R W SMITH & COMPANY	-	-	460.10	-	460.10
Q222	SALZGITTER MANNESMANN INTL	-	2,488.64	-	-	2,488.64
A064	SAVAGE & SON, AR	185,967.90	-	-	-	185,967.90
A531	SAVAGE MARINE MANAGEMENT COMPANY, LLC	13,595.18	-	-	-	13,595.18
A065	SEA & LAND SHIPPING	24,599.14	-	-	-	24,599.14
A400	SEABULK TANKERS INC	-	471.75	-	-	471.75
A407	SHIP SUPPLY OF FLORIDA, INC	-	1,861.87	-	-	1,861.87
S061	SOUTH BAY DISTRIBUTION CO. INC.	(24.00)	-	-	-	(24.00)
T101	SULPHURIC ACID TRADING COMPANY	-	6,095.65	-	-	6,095.65
M092	TAMPA DOWNTOWNER GROUP LLC	-	1,248.82	-	-	1,248.82
T137	TAMPA JUICE SERVICE INC	1,666.53	1,590.49	-	-	3,257.02
T021	TAMPA PORT SERVICES, LLC	15,646.09	120.96	-	-	15,767.05
A384	TAMPA SHIP LLC	1,500.00	-	-	-	1,500.00
D065	THE LANE CONSTRUCTION CORPORATION	100.00	-	-	-	100.00
Q215	THYSSENKRUPP MATERIALS TRADING NORTH AMERICA-MI	150.01	10,000.86	-	-	10,150.87
T173	TITAN FLORIDA LLC	28,819.80	-	-	-	28,819.80
T193	TITAN METAL SERVICE, INC.	9,368.96	-	-	-	9,368.96
Q007	TOYOTA TSUSHO AMERICA	-	885.99	-	-	885.99
T150	TRADEMARK METALS RECYCLING FKA ONESTEEL	119,757.99	5,770.37	-	-	125,528.36
A251	TRADEMARK METALS RECYCLING LLC	20.00	-	-	-	20.00
A497	TRANS-ATLANTIC AGENCIES INC	108,367.74	-	-	-	108,367.74
T321	TRANSGULF LLC	9,451.12	10,568.57	-	-	20,019.69
T020	TRANSMONTAIGNE INC	83,480.96	-	-	-	83,480.96
Q163	UNIVERSAL STEEL PRODUCTS INC	166.68	1,206.91	-	-	1,373.59
A465	VALLS SHIPPING COMPANY	64,698.18	-	-	-	64,698.18
T119	VULCAN MATERIALS COMPANY	51,576.99	-	-	-	51,576.99
S062	WATERFRONT PROPERTY SERVICES LLC	-	48.00	-	-	48.00
A532	WORLD FUEL SERVICES, INC.	111 (5.14)	-	-	-	(5.14)

TAMPA PORT AUTHORITY
Monthly Aged Receivables
May 31, 2018

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
T056	YARA NORTH AMERICA INC	2,718.64	-	-	-	2,718.64
T174	YARA NORTH AMERICA INC	5,379.28	-	-	-	5,379.28
T171	ZIM ISRAELI NAVIGATION COMPANY	113,618.00	58,937.00	-	-	172,555.00
Subtotal Port Fees		\$ 4,552,212.77	\$ 197,598.74	\$ 7,323.34	\$ 3,406.20	\$ 4,760,541.05

Lease Charges

L310	AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE	(62.07)	-	-	-	(62.07)
L296	BATSON-COOK CO.	28.54	-	-	-	28.54
L306	BUCKEYE TERMINALS, LLC	408.00	-	-	-	408.00
L207	CARGILL INC SALT FACILITY	(127.59)	-	-	-	(127.59)
L225	CBP DEVELOPMENT, LLC	50,126.58	50,126.58	-	-	100,253.16
L225P	CBP DEVELOPMENT, LLC	325,678.72	-	-	-	325,678.72
L277	CEMEX CONSTRUCTION MATERIALS FLORIDA LLC	-	1,309.18	-	-	1,309.18
L299	CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC	(47.15)	-	-	-	(47.15)
L044	DIVERSIFIED MARINE TECH	15,364.87	-	299.28	-	15,664.15
L214	GULF SULPHUR SERVICES	12,620.12	-	-	-	12,620.12
L309	HILLSBOROUGH COUNTY SHERIFF'S OFFICE	170.63	-	-	-	170.63
L103	INTERNATIONAL SHIP REPAIR	9,770.41	-	-	-	9,770.41
L308	LOGISTEC GULF COAST LLC	25,934.74	1,816.33	-	-	27,751.07
L010	MOSAIC CROP NUTRITION, LLC	(7.82)	-	-	-	(7.82)
L039	MURPHY OIL USA INC	-	8.00	-	-	8.00
L291	ONLINE TRANSPORT INT'L LLC	190.00	-	-	-	190.00
L176	POST APARTMENT HOMES LP	-	-	2,957.01	-	2,957.01
L292	PURAGLOBE FLORIDA LLC	29,497.17	-	-	-	29,497.17
L196	SEABULK TOWING INC	106.98	-	-	-	106.98
L138	SHRIMP SVC DOCK ASSOCIATION	8.00	-	-	-	8.00
L235	STARSHIP CRUISE LINE	179.09	-	-	-	179.09
L064	SUPERIOR SEAFOODS INC	151.42	-	-	-	151.42
L179	TAMPA JUICE SERVICE INC.	5,516.49	-	-	-	5,516.49
L049	TAMPA PORT SERVICES, LLC	112 (21.34)	-	-	-	(21.34)
L209	TRADEMARK METALS RECYCLING FKA ONESTEEL	246.99	-	-	-	246.99

TAMPA PORT AUTHORITY
Monthly Aged Receivables
May 31, 2018

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
L078	TRANSMONTAIGNE TERMINALING INC	20.00	-	-	-	20.00
L311	TTI Holdings, Inc.	-	456.03	-	-	456.03
L307	VERIZON WIRELESS PERSONAL COMMUNICATIONS LP	-	-	-	499.03	499.03
L079	VERSAGGI SHRIMP COMPANY	262.57	-	-	-	262.57
L146	VULCAN MATERIALS	675.76	-	-	-	675.76
Subtotal Lease Charges		\$ 476,691.11	\$ 53,716.12	\$ 3,256.29	\$ 499.03	\$ 534,162.55

Accounts in Litigation/Renegotiation/Bankruptcy

Q205	ASSURANCE FORENINGEN SKULD(GJENSIDIG)	-	-	-	19,682.93	19,682.93
L318	PORT LOGISTICS TERMINAL OPERATIONS LLC	-	515,015.98	-	-	515,015.98
A417	SULPHUR CARRIERS	70.74	70.74	70.74	6,107.26	6,319.48
A034	UNITED OCEAN SHIPPING	2,040.46	660.46	660.46	58,309.50	61,670.88
Subtotal Accounts in Litigation/Renegotiation/Bankruptcy		\$ 2,111.20	\$ 515,747.18	\$ 731.20	\$ 84,099.69	\$ 602,689.27

Total Aged Receivables as of May 31, 2018 **\$ 5,031,015.08** **\$ 767,062.04** **\$ 11,310.83** **\$ 88,004.92** **\$ 5,897,392.87**

TAMPA PORT AUTHORITY
MONTHLY CONTRACT STATUS REPORT
May 31, 2018

Project	Contractor	Contract Financial Record #	Original Bd App Date	Amt Approved Including Amendments	Costs Incurred to Date	Percent Complete
OPERATING AND NON-CAPITAL CONTRACTS:						
Online Data Service Backup	Venju Solutions, Inc. (5 years @ \$50k/yr)	13-13	05/21/13	\$ 250,000	\$ 107,289	42.9%
Government Relations Consultant Services	Alcalde & Fay	14-10	09/19/17	\$ 90,000	\$ 61,276	68.1%
HVAC Monitoring, Routine Service & Repair	Tampa Bay Trane	14-12a	09/02/14	\$ 118,400	\$ 83,515	70.5%
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 4)	14-28	09/20/16	\$ 70,320	\$ 53,140	75.6%
Video Production Services	Shooting Stars Post Inc (year 2)	17-30	17/18/17	\$ 75,000	\$ 50,785	67.7%
Software Licensing - iSeaports	Harbour Mastery, Inc.	15-06	10/21/14	\$ 65,000	\$ 39,234	60.4%
Grounds Maintenance	Williams Landscape Management (year 3)	15-18	08/18/15	\$ 203,500	\$ 129,333	63.6%
Landscaping Services	South Shore Landscape and Lawn Inc. (year 3)	16-05	09/15/15	\$ 76,000	\$ 47,811	62.9%
Workers Compensation Insurance	PGIT (Preferred Governmental Insurance Trust)(year 3)	16-07	09/20/16	\$ 89,743	\$ 80,172	89.3%
Uniformed Security Guard Services	G4S Security Solutions (Year 3)	16-08	12/15/15	\$ 2,611,500	\$ 957,972	36.7%
Security System Maintenance & Repair	GSA Security	16-09	12/15/15	\$ 1,052,496	\$ 362,942	34.5%
Copier Leases (8 copiers)	Ricoh Americas Corporation	16-11	10/20/15	\$ 180,000	\$ 123,682	68.7%
Maintenance plan on PARCs system	Amano McGann	16-11	04/19/16	\$ 166,416	\$ -	0.0%
SBE Uniformed Security Guard Service	Martinez & Company (year 3)	16-14	07/19/16	\$ 170,000	\$ 97,992	57.6%
Real Estate Consulting Services	CBRE, Inc.	16-17	08/16/16	\$ 175,000	\$ 23,335	13.3%
Government Relations Consultant Services	Van Scoyoc & Associates	16-18	09/20/16	\$ 180,000	\$ 143,036	79.5%
State Legislative Services	Ballard Partners (year 2)	16-23	08/16/16	\$ 60,000	\$ 45,000	75.0%
Insurance Consultants	Interisk	16-24	07/19/16	\$ 180,000	\$ 98,693	54.8%
State Legislative Services	Advocacy Group at Cardenas Partners (year 3)	16-25	08/16/16	\$ 60,000	\$ 30,000	50.0%
Employee Dental Plan	Anchor Benefit Consulting	16-26	08/16/16	\$ 42,000	\$ 11,238	26.8%
Elevator/Escalator Maintenance & Repair Services	ThyssenKrupp Elevator	16-27	08/16/16	\$ 295,000	\$ 121,623	41.2%
Website Development & Website Hosting Services	GSL Solutions	17-03	10/18/16	\$ 110,000	\$ 89,500	81.4%
Janitorial Services	ASK Solutions; All Southern Cleaning	17-08	09/20/16	\$ 446,000	\$ 235,216	52.7%
GIS Enterprise Managed Cloud Servies	Timmons Group	17-09	11/15/16	\$ 125,000	\$ 63,265	50.6%
Law Enforcement Services	Hillsborough County Sheriff's Office	17-10	02/21/17	\$ 2,363,490	\$ 2,012,275	85.1%
Insurance Broker Services	Hugh Wood	17-17	05/19/17	\$ 50,000	\$ 50,000	100.0%
OPERATING AND NON-CAPITAL CONTRACTS:				\$ 9,364,865	\$ 5,134,695	
CONTINUING ANNUAL CONTRACTS:						
Wi-Fi Private Line Service	Level 3 Communications	13-21	07/16/13	\$ 200,000	\$ 104,715	52.4%
Disaster Recovery services	Belfor USA Group	13-22	07/16/13	\$ 70,000	\$ 50,000	71.4%
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	14-02	02/18/14	\$ 7,962,471	\$ 5,697,007	71.5%
Continuing Repair / Improvements Contracts	Various	15-01	09/16/14	\$ 2,100,000	\$ 1,568,151	74.7%
Continuing Repair / Improvements Contracts	Various	15-01	09/16/14			
Continuing Repair / Improvements Contracts	Various	15-01	10/21/14			
Professional Service Contracts	Various	15-02	09/15/15	\$ 3,775,260	\$ 3,191,039	84.5%
Continuing Repair / Improvements Contracts	Various	16-01	09/15/15	\$ 3,100,000	\$ 2,060,284	66.5%
Continuing Repair / Improvements Contracts	Various	16-01	09/15/15			
Continuing Repair / Improvements Contracts	Various	16-01	11/17/15			
Professional Service Contracts	Various	16-02	06/21/16	\$ 3,260,000	\$ 2,352,349	72.2%
Continuing Repair / Improvements Contracts	Various	17-01	09/20/16	\$ 3,700,000	\$ 3,145,288	85.0%
Professional Service Contracts	Bermello Ajamil (Year 2)	18-02	07/24/17	\$ 400,000	\$ -	0.0%
Professional Service Contracts	Various	17-02	09/20/16	\$ 2,800,000	\$ 1,145,863	40.9%
CONTINUING ANNUAL CONTRACTS:				\$ 29,717,731	\$ 21,138,308	

TAMPA PORT AUTHORITY
MONTHLY CONTRACT STATUS REPORT
May 31, 2018

Project	Contractor	Contract Financial Record #	Original Bd App Date	Amt Approved Including Amendments	Costs Incurred to Date	Percent Complete
CONSTRUCTION AND CAPITAL CONTRACTS:						
Rail Crossing Improvements	CSX	11-06	06/15/10	\$ 750,000	\$ 459,636	61.3%
Rail Crossing Improvements	CSX	15-09	02/17/15	\$ 1,500,000	\$ 942,047	62.8%
Port Redwing Improvements Phase V (underground utility installation)	Himes Electrical Services	15-20	08/18/15	\$ 455,895	\$ 353,675	77.6%
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	18-04	09/15/16	\$ 2,000,000	\$ 334,330	16.7%
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	\$ 1,973,953	\$ 1,757,231	89.0%
Southbay Development Phase I - Kracker Avenue Widening	Alto Construction Co	17-05	10/16/16	\$ 1,473,224	\$ 1,269,826	86.2%
Berth 302 Improvements	GLF Construction Corp	17-06	12/20/16	\$ 14,451,058	\$ 11,315,303	78.3%
Terminal 3 - roof replacement	R.F. Lusa & Sons Sheetmetal, Inc.	17-14	02/21/17	\$ 675,252	\$ 556,440	82.4%
Southbay Sitework	Alto Construction Co	17-19	06/20/17	\$ 534,419	\$ 331,377	62.0%
Berth 219 Wharf Extension	Shoreline Construction	17-20	08/15/17	\$ 8,606,303	\$ 1,251,669	14.5%
Southbay Access Road & Security Fencing	Alto Construction Co	17-23	09/19/17	\$ 6,273,401	\$ 306,465	4.9%
Building to house PTB security command vehicle and intrusion barriers	Austin Construction Group	17-24	09/19/17	\$ 442,610	\$ 8,858	2.0%
Channelside Parking Garage Repairs & Improvements	Restocon Corp	17-25	09/19/17	\$ 363,800	\$ 260,054	71.5%
PTB Variable Message Signs Improvements	Traffic Control Devices Inc	17-26	09/19/17	\$ 356,756	\$ 154,700	43.4%
Berth 3 Improvements	Infrastructure & Industrial Constructors Southeast (I-ICON)	17-27	09/19/17	\$ 6,273,401	\$ 1,579,426	25.2%
CONSTRUCTION AND CAPITAL CONTRACTS:				\$ 49,006,018	\$ 23,407,429	
GRAND TOTAL:				\$ 88,088,614	\$ 49,680,431	

PERMIT REPORT
5/1/2018 – 5/31/2018

PERMITS ISSUED

17-004	Glen Dickman	Dock/uncovered boatlift/Ruskin Canal/Ruskin
18-003	City of Tampa	Boat ramp/Dock/Floating dock/kayak/boardwalk/gangway ramp/Hillsborough River/Tampa
18-010	MPLX Terminals, LLC	Replace seawall/Ybor Channel/Tampa
18-013	Len-Little Harbor, LLC	Replace seawall/Ruskin Canal/Ruskin

REVISIONS

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VIOLATIONS

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*Indicates that permit was issued After-The-Fact

PENDING APPLICATIONS SUMMARY

Appl.#	Appl. Received	Minor/Stand.	Applicant	Proposed Work
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
17-004	3/3/17	M	Glenn Dickman (Len-Little Harbor subdivision Lot 65)	Dock & Boat Lift
17-022	8/8/17	M	Andalucia Master Association (Keith Hill)	Installation of 4 Piles & Boat Lift within Marina Slip A-16
17-028	10/27/17	S	New Port Tampa CDD/ Westshore Marina District (fka Imperial Marina)	Proposed 149-Slip Docking Facility, Bulhead Replacement, Rip-Rap, & Living Shoreline @ 5000 W. Gandy Blvd.
17-029	11/2/17	S	New Port Tampa Holdings CDD/Lennar Homes LLC	Westshore Marina District Proposed 1,100 LF Bulkhead Replacement @ 5001 W. Tyson Ave.
17-031	11/6/17	M	Hills. County Real Estate	Repair Boat Ramp, Demolish Existing 5 Docks & Replace with Single New Dock @ Ruskin Common Good Park
17-032	11/6/17	M	Hills. County Real Estate Dept.	Repair/Replace Boat Ramp, Remove 3 Existing Fixed Docks & Replace with 3 Floating Docks @ Williams Park
17-033	11/8/17	M	Westshore FL Partners LLC	Recreational Pier for Private Multi-Family Property @ 6301 S. West Shore Blvd.
17-039	11/29/17	M	Island Club @ Rocky Point	Private Multi-Family Proposed Pier, floating Dock & Ramp with a 3,250 SF Submerged Lands Lease
18-001	1/23/18	M	TECO	Directional Drill Gas & Electric Utility Pipeline Relocation Project @ Davis Island Bridge w/ COT Easement
18-002	1/23/18	M	TECO	Relocate Natural Gas Utility Pipeline by Directional Drill @ W. Cypress Street/Old Tampa Bay w/ Potential Proposed Submerged Lands Easement
18-005	1/25/18	S	Taylor Morrison/A La Carte	Construct 12 single-family residential docks w 12 deck lifts & Maint. Dredge
18-006	1/29/18	M	Fiberlight, LLC	Install Subaqueous Directional Drill Telecommunications Utility Line @ Davis Island Bridge w/ COT Easement
18-010	3/27/18	M	MPLX Terminals LLC	Phase 2/South ½ Seawall Replacement @ 425 S. 20 th St./Hooker's Point

18-011	4/2/18	M	Hills. Cnty Real Estate Dept.	Proposed Floating Fueling Dock Assoc. w/ New Upland Fueling Station @ E.G. Simmons Park
18-012	4/6/18	M	Andres Agocha	Proposed Dock & Boat Lift @ 1018 Seagrape Dr./Lot 87 – Len-Little Harbor
18-013	4/12/18	M	Len-Little Harbor, LLC	2 Sections of Seawall Replacement @ Townhome Lots Adjacent to Marina on Seagrape Dr. & Lots 19-23 on Christophers Watch Lane, Ruskin
16-020 (R2)	4/26/18	M	Mosaic Fertilizer	Extension of Seawall Replacement from 39 LF to 92 LF <u>with Variance Request for 2'-9" Waterward Distance @ Riverview Facility/Alafia River</u>
18-014	5/21/18	M	TECO	Replace Thermal Dilution Sheetpile Seawall within 18" @ Manatee Viewing Center/Big Bend Facility
18-015	5/21/18	M	TECO	Replace Approx. 3,576 LF of Existing Concrete Seawall with Vinyl Seawall within 18" Along North Side of Thermal Discharge Canal @ Big Bend Facility

EXPENDITURES

Between \$50,000 - \$100,000

05/01/2018 - 05/31/2018

COMPANY	DESCRIPTION	AMOUNT	FUNDING	ADDITIONAL INFORMATION

Board Meeting
June 19, 2018
ID149166

F. EXECUTIVE DIRECTOR REPORT

G. PRESENTATIONS

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

ANNUAL ELECTION OF OFFICERS

I. FUTURE PROPOSED PROJECTS

**PORT TAMPA BAY - LIST OF FUTURE PROPOSED PROJECTS
JUNE 2018**

Project Name	Current Contractor/ Consultant	Estimated Proposal/Bid Release	Estimated Board Approval
FY 2018-2020 Navigational Improvements	Orion Marine Construction	Jun 2018	Aug 2018
Landscape Services (SBE Set Aside)	Southshore Landscape & Lawn	Jun 2018	Aug 2018
Pendola Point Railroad Improvements	New Bid	Jun 2018	Aug 2018
Port Redwing Security Tower & Lighting Improvements (SBE Set Aside)	New Bid	Jun 2018	Aug 2018
Grounds Maintenance Services	Williams Landscape	Jul 2018	Aug 2018
Uniformed Security Guard Services	G4S Secure Solutions	Aug 2018	Nov 2018
Employee Basic Term Life & Accidental Death and Dismemberment Insurance	Lincoln Financial	Aug 2018	Sep 2018

J. CALENDAR OF EVENTS

JUNE 19, 2018, PROPELLER CLUB PORT OF TAMPA,
LEADERSHIP NIGHT, *THE FLORIDA AQUARIUM*,
5:30 – 8:30 PM

K. DATE OF NEXT MEETING

TUESDAY, JULY 17, 2018, 9:30 AM

L. ADJOURNMENT