

**PORT TAMPA BAY  
MONTHLY BUSINESS MEETING  
APRIL 20, 2021 - 9:30 AM**

<b>A.</b>	<b>THIS MEETING WILL BE CONDUCTED AS A HYBRID VIRTUAL CONFERENCE - FOR MORE INFORMATION, PLEASE VISIT <a href="http://WWW.PORTTB.COM">WWW.PORTTB.COM</a></b>	<b>3</b>
	Invocation - Pledge	
	Installation of Mr. Dennis Manelli as Port Tampa Bay Commissioner	
	<del>Resolution Recognizing Mr. Stephen W. Swindal</del> POSTPONED	
	Public Comment	
<b>B.</b>	<b>Minutes and Financial Statement</b>	<b>4</b>
	Receipt of the Minutes of the March 23, 2021 Board Meeting	
	Presentation and Receipt of the Finance Statement for Six Months Ending March 31, 2021	
<b>C.</b>	<b>Consent Agenda</b>	
1.	Approval of Submerged Lands Easement Agreements with Southern Light, LLC for Fiber Optic Cable Under Hillsborough River and Little Manatee River	21
2.	Approval of Submerged Lands Easements to Peoples Gas System for Natural Gas Pipeline Along Big Bend Crossing Under Alafia River and Bullfrog Creek - MWP No. 21-032	24
3.	Approval of Consent to Leasehold Mortgage Between Tampa Ship, LLC and Regions Bank	27
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<b>D.</b>	<b>Regular Agenda</b>	<b>33</b>
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2.	Approval of the Refinance of the Series 2018 JPMorgan Chase N.A. Bank Loan	41
3.	Approval of Comprehensive Security Assessment and Security Plan Re-Write Contract	89
4.	Approval of Office Space Lease Amendment with Vastec, Inc.	94

5. Approval of One Year Extension of FY 2018-2021 Navigational Improvements (Dredging) Contract No. 18-01518	102
6. Approval of the Final Ranking and Agreement for Engineering Consultant Services for Berth 214 Uplands Development (Container Terminal) RFQ No. Q-003-21, Agreement No. 21-01121	104
7. Approval of Final Ranking of Design/Build Firms for Transload Facility, RFQ No. Q-002-21, Project No. 21-01021	110
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2. Report of Monthly Aged Receivables	123
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<b>G. Presentations</b>	
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<b>I. Future Proposed Projects</b>	<b>135</b>
<b>J. Calendar of Events</b>	<b>136</b>
<b>April 22, 2021 Earth Day and the First Annual "Great Port Cleanup"</b>	
<b>K. Date of Next Meeting</b>	
<b>Tuesday, May 18, 2021 @ 9:30 am. Visit <a href="http://www.porttb.com">www.porttb.com</a> for more information.</b>	
<b>L. Adjournment</b>	

**A. INVOCATION AND PLEDGE**

**INSTALLATION OF MR. DENNIS MANELLI AS  
PORT TAMPA BAY COMMISSIONER**

**RESOLUTION RECOGNIZING  
MR. STEPHEN W. SWINDAL**

**PUBLIC COMMENT**

**B. APPROVAL OF MINUTES**

**RECEIPT OF:  
MINUTES OF THE MARCH 23, 2021 BOARD  
MEETING**

**PRESENTATION AND RECEIPT OF  
FINANCIAL STATEMENT**

**C. APPROVAL OF CONSENT AGENDA**

**PORT TAMPA BAY  
Business Meeting  
March 23, 2021  
9:30 am by Hybrid Virtual Meeting  
Using the Zoom Platform**

Chairman Stephen W. Swindal called the Port Tampa Bay (PTB) Business Meeting to order at 9:31 a.m. Chairman Swindal thanked Board members, PTB staff and public for attending in person and virtually to this hybrid virtual meeting using Zoom webinar and asked Mr. Charles Klug, PTB Principal Counsel, to provide a brief statement on this hybrid virtual meeting and the public comment process.

Mr. Klug stated that Port Tampa Bay had previously noticed that due to the COVID-19 pandemic, to protect the public and follow the CDC guidance regarding social distancing, such meetings may be held both in person and virtually or at another location other than the previously scheduled location of the Port Tampa Bay Board Room at the Joseph Garcia International Building, 1101 Channelside Drive, Tampa, Florida 33602 at 9:30 a.m. Mr. Klug continued that this meeting was being conducted BOTH IN PERSON AND BY COMMUNICATIONS MEDIA TECHNOLOGY using the Zoom platform as a HYBRID VIRTUAL MEETING and was being held at Port Tampa Bay's Cruise Terminal 3 located at 815 Channelside Drive.

Mr. Klug continued that the Hybrid Virtual Meeting had a quorum of Board members physically in attendance. Other board members and staff would be attending in person or virtually through the Zoom platform. However, anyone who had registered to make a public comment may do so when called upon. Mr. Klug continued that this would be the only time during this Hybrid Virtual Meeting that public comments would be heard. Mr. Klug also noted that a copy of the agenda and supporting documents were posted on the PTB website at [www.porttb.com](http://www.porttb.com).

**A. INVOCATION – PLEDGE**

Chaplain Steve Finnesy led the invocation and the Pledge of Allegiance.

Chairman Swindal then noted the following Board members were attending in person: Mr. Stephen W. Swindal, Chairman; Mr. Chad W. Harrod, Vice Chairman; Mr. Hung T. Mai, P.E, Commissioner; Mr. Ted Conner, Commissioner; The Honorable Harry Cohen, Commissioner; and The Honorable Mayor Jane Castor, Commissioner. Mr. Patrick H. Allman, Secretary/Treasurer, arrived at 9:34 am, after the receipt of Minutes.

The following PTB senior management staff members were in attendance: Mr. Paul Anderson, Port President/CEO attending in person; Mr. Charles Klug, Principal Counsel, attending in person; Mr. Raul Alfonso, Executive Vice President and Chief Commercial Officer, attending in person; Mr. David Delac, Chief Financial Officer, attending virtually; Mr. Bruce Laurion, Vice President of Engineering, attending in person; Mr. Wade Elliott, Vice President of Business Development, attending in person; Mr. Lane Ramsfield, Vice President of Real Estate, attending in person; Mr. Karl Strauch, Vice President of Marketing, attending in person; Ms. Joanne Toledo, Vice President of Human Resources attending virtually; Mr. Ken Washington, Chief Information, Officer attending virtually; Mr. Brian Giuliani, Vice President of Operations, attending virtually; and Mr. Mark Dubina, Vice President of Security, attending in person.

The in-person public attendance sign-in sheet is [Attachment 1](#).

**PUBLIC COMMENT**

There were no public comments.

**B. APPROVAL OF MINUTES OF THE FEBRUARY 16, 2021 BOARD MEETING**

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

Commissioner Allman arrived at 9:34 am.

**PRESENTATION AND RECEIPT OF THE FINANCIAL STATEMENT OF FIVE MONTHS ENDING FEBRUARY 28, 2021**

Mr. David Delac presented the financial statement and reviewed specific line items.

There being no comments, Commissioner Harrod, seconded by Mayor Castor, moved to receive the Financial Statement of Five Months Ending February 28, 2021. The motion carried unanimously.

**PRESENTATION OF THE FINANCIAL AUDIT REPORT FOR FISCAL YEAR 2020**

Mr. Delac introduced Messrs. Sam Lazzara, CPA, Rivero Gordimer and Company (RGC) and John Stein, CPA, RGC to present the Financial Audit Report for Fiscal Year 2020.

Mr. Lazzara noted that each commissioner had received a copy of the annual report and audited financial statements, also known as the Comprehensive Annual Financial Report (CAFR). Mr. Lazzara outlined the audit report noting that the audit team performed a majority of the audit testing remotely due to the pandemic. Mr. Lazzara noted that Operating Revenues declined in 2020 compared to 2019 for the first time in several years, mainly due to the shutdown of the cruise industry in March of 2020. However, the Port's diversified revenue structure helped overcome the six-month loss of the cruise revenue and maintain PTB's strong financial condition and profitability during FY2020.

Mr. Stein outlined a summary presentation of the audit report and outlined the auditor responsibilities under the Generally Accepted Auditing Standards (GAAS), which defines the objective of the audit as being reasonable and not absolute. Mr. Stein continued that there were no material weaknesses or findings within the audited financial statement.

In response to Commissioner Mai's question regarding compliance reports, Mr. Stein explained that the additional compliance reports are typically required by different governmental agencies, such as grantors.

There being no further comments, Commissioner Mai, seconded by Commissioner Cohen, moved to receive the Financial Audit Report for Fiscal Year 2020. The motion carried unanimously.

The Audit Report for Fiscal Year 2020 presentation is [Attachment 2](#).

**C. APPROVAL OF THE CONSENT AGENDA**

- 1. Approval of the Removal of Unserviceable and Surplus Property From Port Tampa Bay's Asset Records**
- 2. Approval of Submerged Lands Easement Agreements with Southern Light, LLC for Fiber Optic Cable Under Bullfrog Creek, Little Manatee River, and Ruskin Inlet/Marsh Branch**

There being no comments, Commissioner Conner, seconded by Commissioner Harrod, moved to approve the Consent Agenda as presented. The motion carried unanimously.

**D. REGULAR AGENDA**

**1. Approval of Additional Funding for Portwide Roadway Improvements – Hooker’s Point Emergency Access, Contract No. 19-01314**

Mr. Patrick Blair, PTB Director of Engineering, outlined the item as presented in the write-up included in the agenda.

There being no comments, Commissioner Conner, seconded by Commissioner Harrod, moved to authorize additional funds in the amount of \$215,000 for unforeseen conditions including poor subgrade soils, utility conflicts, and flagman costs on Portwide Roadway Improvements – Hooker’s Point Emergency Access, Contract No. 19-01314, as referenced in this agenda item, and authorize staff to execute a change order with AJAX Paving Industries of Florida, LLC, subject to final review by Port counsel. The motion carried unanimously.

**2. Approval of the Extension of Security System Maintenance and Repair Agreement with GSA Security, Inc.**

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

In response to Commissioner Allman’s question regarding the pay structure for this type of contract, Mr. Dubina stated that this contract would be paid based on time and materials. No fees are collected unless the contractor works hours. Those hours are set by wage rates and bill rates in the contract. The contractor is allowed a five percent markup on materials provided to PTB.

There being no further comments, Commissioner Allman, seconded by Mayor Castor, moved to authorize the Port President/CEO, or his designee, to execute the second one (1) year extension option for the period from April 2021 through April 2022, in an amount not to exceed \$377,000, which continues to include a five (5) percent contingency. All subject to review by the Port counsel. The motion carried unanimously.

**3. Approval of Lease Amendment with Port Logistics Tampa Bay I, LLC**

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

There was some discussion with questions from Commissioner Harrod regarding the five-year lease term, the ability of PTB to lease surrounding parcels and improvements to the lot. Mr. Ramsfield explained that the lease term was the term requested by Port Logistics and if surrounding parcels are leased, there is an alternate access road. Mr. Raul Alfonso noted that the area was pre-planned into three five-acre rectangular tracts and this is the initial need for Port Logistics’ operation. Mr. Ramsfield then noted that the chassis would be stored directly on the grade with no improvements and there were no plans to pave the surface at this time.

There being no further discussion, Commissioner Harrod, seconded by Commissioner Mai, moved to authorize the Port President/CEO, or his designee, to execute a lease Amendment with Port Logistics Tampa Bay I, LLC in accordance with the terms set forth in the agenda item, subject to review by Port counsel. The motion carried unanimously.

#### **4. Approval of Lease Agreement with Celadon Development Corporation, LLC**

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

Mr. Tim Zosel and Mrs. Marit Zosel, principals of Celadon, provided a brief presentation overview of Celadon's business model. Mrs. Zosel stated that after a six-port tour, Tampa was selected as a top-two port and Celadon plants would be placed on each of the top-two ports. Mr. Zosel stated that Celadon planned to build two production lines through the course of its lease and that it would consume about one million tons of waste paper while producing cleaned paper fiber sheets to be exported for paper mills to convert directly into paper without further processing.

In response to several questions from Commissioner Mai, Mr. Zosel stated every ton of finished product takes approximately 1.1 ton of waste material, will utilize waste water with a discharge of about 600,000 gallons per day and Celadon received a five-year reduction rate from TECO. In response to a final question from Commissioner Mai, Mr. Zosel noted that Celadon planned to invest approximately \$400 million in site improvements.

In response to Commissioner Harrod's question regarding why Celadon chose Tampa's Port, Mrs. Zosel stated that it came down to the services available. Port Tampa Bay can handle the volume of containers; is willing to invest the time and energy to understand what Celadon needs as an exporter; real estate and utility availability/pricing; as well as labor market and incentives.

Mr. Alfonso noted that the timing was perfect since Port Tampa Bay was expanding the container terminal with Ports America. Mr. Anderson added that Port Tampa Bay was grateful and excited to have Celadon in Tampa. The United States has a long-term trade imbalance with the rest of the world, particularly China. China prohibited the export of the trash-raw material, which was a huge export for a number of ports throughout the United States. This project is an opportunity to start up with 20,000 containers (40,000 TEU) per year, which is approximately 50% of the current container volume for PTB. Mr. Anderson continued by thanking Ports America and the City of Tampa for their partnership and support of the project.

In response to Commissioner Mai's question regarding PTB's investment in this project, Mr. Alfonso explained that PTB would provide infrastructure improvement and environmental issues would also be PTB's responsibility.

In response to Commissioner Harrod's question regarding possible on-site environmental issues, Mr. Alfonso noted that the work had been done to assure that Celadon can conduct business. Further explanation from Mr. Ramsfield noted there was a 10 – 15% chance of additional environmental remediation. The site is a designated brownfield, is currently capped, and if Celadon uses driven piles for the deep foundation then the materials would stay deep and not be brought to the surface. Some material may need to be tested during some utility installation. Mr. Zosel noted he had experience developing brownfield sites and did not anticipate anything that would interfere with Celadon's schedule to be operational by end of 2022. There was further discussion regarding Celadon taking the Phase 2 site, and Mr. Zosel stated that the only reason for the separate phases was so PTB could relocate the current containment area from that site.

Chairman Swindal noted this was another landmark day for Port Tampa Bay. Chairman Swindal stated that ten years ago, he was thinking PTB would never get containers to come into Tampa and now there was discussion about containers leaving Tampa. None of this would have happened without the foresight of the leadership who came to PTB and said, "We can put Port Tampa Bay on the container map." Governor Rick Scott believed in the infrastructure of Florida's ports and put money into them. This project

is the fruit of all that work and labor from the staff and everyone involved. Chairman Swindal concluded by welcoming Celadon to Tampa.

Mayor Castor also welcomed Celadon and noted that because this is a green project and being able to utilize 50 MGB treated water adds to the sustainability and resiliency not only for the community but also for the world.

Commissioner Cohen also echoed Mayor Castor's remarks and stated this is exactly the type of project that could carry the economy into the future.

There being no further comments, Commissioner Mai, seconded by Mayor Castor, moved to authorize the Port President/CEO, or his designee, to execute a lease Agreement with Celadon Development Corporation, LLC in accordance with the terms set forth in this agenda item, subject to review by Port counsel. The motion carried unanimously.

The Celadon presentation is Attachment 3.

#### **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 Cohen, seconded by Commissioner Conner, moved to receive the reports as presented. The motion carried unanimously.

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

Mr. Anderson reported that the recent passage of the American Rescue Plan Act would bring a significant amount of relief money to Florida. As an industry that has seen major impacts from the Coronavirus, especially in the cruise sector, these recovery dollars will go a long way toward getting the region's economy back on track. Mr. Anderson continued that Governor DeSantis had announced his proposal for where the state's relief dollars should be targeted, with nearly \$260 million directed toward seaports. PTB staff will continue to work with legislators to be sure that this relief money is directed toward shovel-ready projects that grow Florida's economy and serve the maritime transportation industry.

Mr. Anderson reported that earlier this month Mr. Raul Alfonso took part in the Florida Supply Chain Summit. Mr. Anderson was proud to provide some welcome remarks and introduce two keynote speakers from Walmart. Later in the program, Mr. Alfonso moderated a panel highlighting Florida's fast-paced growth and the impact it is having on the state's industrial real estate development, distribution, container shipping and trucking sectors. Mr. Anderson continued that virtual sessions have become a staple of PTB's continual outreach, as COVID protocols have changed the way business is conducted. PTB's Business Development and Marketing teams maintain their broad reach through the virtual platforms and PTB is able to stay in the forefront of both regional and international customers.

Mr. Anderson stated that while some broad outreach has been limited, PTB staff has maintained strong connections with some local leaders and decision makers. Recently, PTB hosted Tampa City Councilman Joseph Citro for a waterside tour of the Port. Mr. Anderson noted he was glad to get to talk with Councilman Citro about how PTB works with the City of Tampa, and the long-term decisions that we will all face as commerce modes of transport react to market forces. With nearly half of the state's fuel flowing through the Port, the strategic importance of the Port's operations is not lost on anyone. PTB staff

was also proud to host Hillsborough County Commissioner Gwen Myers. No stranger to the maritime industry, her father was a longshoreman, and she grew up around the port and maritime community. Commissioner Myers appreciates the growth the Port has seen, especially over the past few years as PTB expands its containerized cargo to meet the demands of the region.

Mr. Anderson continued that PTB staff was always more than happy to host its esteemed commissioners for tours of the Port as they have devoted a significant amount of time and energy to ensure that staff is running a tight ship, so it is always a pleasure to show them the results of their actions. Just the week prior to this meeting, Commissioner Allman and Mayor Castor gave a good portion of their days to get on the ground, or on the water, and see first-hand the behind-the-scenes operations and long-term outlook.

Mr. Anderson reported that after months of planning with federal, state, and local public safety agencies, a number of law enforcement agencies began using Cruise Terminal 6 on January 27, 2021 as a base of operations for Super Bowl LV activities. These activities included marine and air support for specialty team response and plain-clothes operations at various venues around Tampa. This support continued through Super Bowl Sunday and the Buccaneer's victory party adjacent to Cruise Terminal 2 at the Florida Aquarium. PTB's Security Department also worked with these same responders to assure the Mega Yacht *MADSUMMER* at Terminal 2 was secure during the celebration. Many of these same local responders worked with PTB staff to secure Cruise Terminal 3 as the venue for the culmination of the Buccaneer's victory boat parade that occurred on February 10, 2021. PTB's continuing efforts to support its security operations and to assist other agencies with equipment purchases, using state and federal grant funds also paid off. The equipment used included vehicle barriers at the Super Bowl Experience and Cruise Terminal, aviation platforms for helicopters, marine law enforcement vessels for patrolling of the port and deployment of specialty teams at various venues. All federal, state and local law enforcement agencies protecting the Super Bowl and related events were represented at Terminal 6. Mr. Anderson and PTB staff were proud to support these efforts to help assure what turned out to be a number of successful events.

Mr. Anderson noted that this year's Florida Virtual Chief Information Officer Summit focused on changing practices to meet workforce demands in the time of the COVID-19 pandemic. PTB Chief Information Officer, Ken Washington, was part of a panel that addressed how to quickly use insights to shift conditions for employees, especially as more organizations have staff working from home. PTB began allowing qualifying employees to work from home beginning in March of 2020 and quickly worked to provide necessary software and resources to staff so they could be productive and successful.

Mr. Anderson stated the PTB hosts many leadership groups throughout the year. On March 10, 2021, Leadership Tampa Class of '21 held its annual AG-Port Day. The group began its day in Lakeland, Plant City and at the Florida Strawberry Festival learning about the region's rich agriculture industry. The afternoon was then spent learning about the Port and its role as the largest economic engine in West-Central Florida. This year's Port tour was hosted by Troy Manthey aboard the Dining Yacht *Starship*. PTB's own Charles Klug narrated the waterside portion of the tour. As an addition to this year's event, Day Chair Dennis Manelli coordinated dockside tours of Tampa Ship as well as Ports America where guests were able to view up close the offloading of the COSCO *Boston* container vessel.

Mr. Anderson congratulated Steve Finnesy of Tampa Port Ministries and the Seafarers Center for winning the Propeller Club's Leadership Award. The mission of the Tampa Port Ministries Seafarers Center is to provide an environment for meeting the physical, social, and spiritual needs of crew members and others who use the facilities of Port Tampa Bay, regardless of their race, creed, color or religious background. During the COVID-19 pandemic, many crews have faced additional challenges, including restrictions on shore leaves and crew changes. Although some services like shopping trips and gathering at the center were discouraged during the pandemic, the center continued to help crew receive and mail packages to and from home and have found opportunities to encourage, support and provide spiritual council to them.

**G. PRESENTATIONS**

There were no further presentations.

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

There were no comments.

**I. FUTURE PROPOSED PROJECTS**

Mr. Anderson noted the listed projects and encouraged vendors to go to the website and bid.

**J. CALENDAR OF EVENTS**

Mr. Anderson stated there were no upcoming events to be noted.

**K. NEXT MEETING**

Chairman Swindal announced the next regular business meeting would be on April 20, 2021 at 9:30 am, and that further information regarding that meeting would be posted online at [www.porttb.com](http://www.porttb.com).

**L. ADJOURNMENT**

There being no further business, the meeting adjourned at 10:49 am.

ATTEST:

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Chad Harrod, Vice-Chairman

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Patrick H. Allman, Secretary/Treasurer

# PORT TAMPA BAY BUSINESS MEETING

MARCH 23, 2021 – 9:30 a.m.

(Hybrid Virtual Meeting via Zoom Platform)

## PUBLIC ATTENDANCE SIGN-IN SHEET

(In person attendees)

NAME

BUSINESS

KUNJAN SHUKLA

ATKINS North America

Matt Wurtner

GSA Security

Jonathan Stew

Rivero Gardner & Company

Mel Scott

Atkins

Sam Lazzere

Rivero Gardner & Co.

MIKE HERRMAN

Moffatt & Nichol

Teac White

TBASSK

Ashley Policasari

Walbridge

Tony Kupsis

TFR


Dave Jettman

TFR

JR Kozza

NOVA

Additional spaces on next page.




PORT TAMPA BAY.

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## Report to Board of Commissioners

### Audit Results for 2020



March 23, 2021  
Board Meeting

## 2020 Audit Results

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- Report on 2020 audit of financial statements
  - Unmodified opinion
  - No disagreements with management
  
- Responsibilities under generally accepted auditing standards (GAAS)
  - Audit performed in accordance with GAAS
  - Objective is reasonable – not absolute – assurance that the financial statements are free of material misstatement

March 23, 2021  
Board Meeting

## 2020 Audit Results - Continued

- Responsibilities under *Government Auditing Standards*
  - Compliance with laws, regulations, contracts and grants
  - Internal control over financial reporting
- State of Florida Single Audit
- Internal accounting control
  - Reviewed controls to extent necessary to render opinion on financial statements
  - No material weaknesses noted

March 23, 2021  
Board Meeting

## Financial Summary (in 000's)

	September 30,		
	2020	2019	2018
<b>ASSETS</b>			
Cash and short-term investments	\$ 47,271	\$ 46,987	\$ 56,013
Restricted assets	32,584	32,895	86,801
Accounts and current notes receivable	12,334	18,792	7,449
Prepaid expenses and other current assets	1,822	1,729	1,553
<b>Total current assets</b>	<b>94,011</b>	<b>100,403</b>	<b>151,816</b>
Capital assets, net	711,207	713,968	653,461
Notes receivable - long term	125	-	568
<b>TOTAL ASSETS</b>	<b>805,343</b>	<b>814,371</b>	<b>805,845</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	<b>8,639</b>	<b>8,457</b>	<b>9,603</b>

March 23, 2021  
Board Meeting

## Financial Summary (in 000's)

	September 30,		
	2020	2019	2018
<b>LIABILITIES</b>			
Accounts payable	\$ 1,031	\$ 1,331	\$ 1,739
Construction contracts payable	3,570	3,327	3,623
Accrued expenses	2,847	3,647	5,104
Current portion of long-term debt	9,523	10,889	11,179
Other current liabilities	2,891	563	28,400
<b>Total current liabilities</b>	<b>19,862</b>	<b>19,757</b>	<b>50,045</b>
Long-term debt	105,651	116,828	127,557
Other liabilities	41,124	41,802	24,033
<b>Total liabilities</b>	<b>166,637</b>	<b>178,387</b>	<b>201,635</b>
<b>DEFERRED INFLOW OF RESOURCES</b>	<b>380</b>	<b>1,159</b>	<b>1,317</b>
<b>NET POSITION</b>	<b>\$ 646,964</b>	<b>\$ 643,281</b>	<b>\$ 612,498</b>

March 23, 2021  
Board Meeting

## Financial Summary (in 000's)

	Year ended September 30,		
	2020	2019	2018
<b>Operating revenues</b>			
Port usage fees	\$ 37,480	\$ 46,206	\$ 43,603
Land operations	18,090	18,040	15,299
Other fees	756	973	876
<b>Total operating revenues</b>	<b>56,326</b>	<b>65,219</b>	<b>59,778</b>
<b>Operating expenses</b>			
Personnel	18,992	18,537	17,082
Promotional	880	1,376	1,360
Administrative	14,808	16,625	15,370
<b>Total operating expenses</b>	<b>34,680</b>	<b>36,538</b>	<b>33,812</b>
Income from operations before depreciation	21,646	28,681	25,966
Depreciation/amortization	35,015	35,713	29,736
Operating loss	(13,369)	(7,032)	(3,770)
Net non-operating revenues/capital grants	17,052	37,815	20,250
<b>Increase in net position</b>	<b>\$ 3,683</b>	<b>\$ 30,783</b>	<b>\$ 16,480</b>

March 23, 2021  
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## Financial Trends (in 000's)

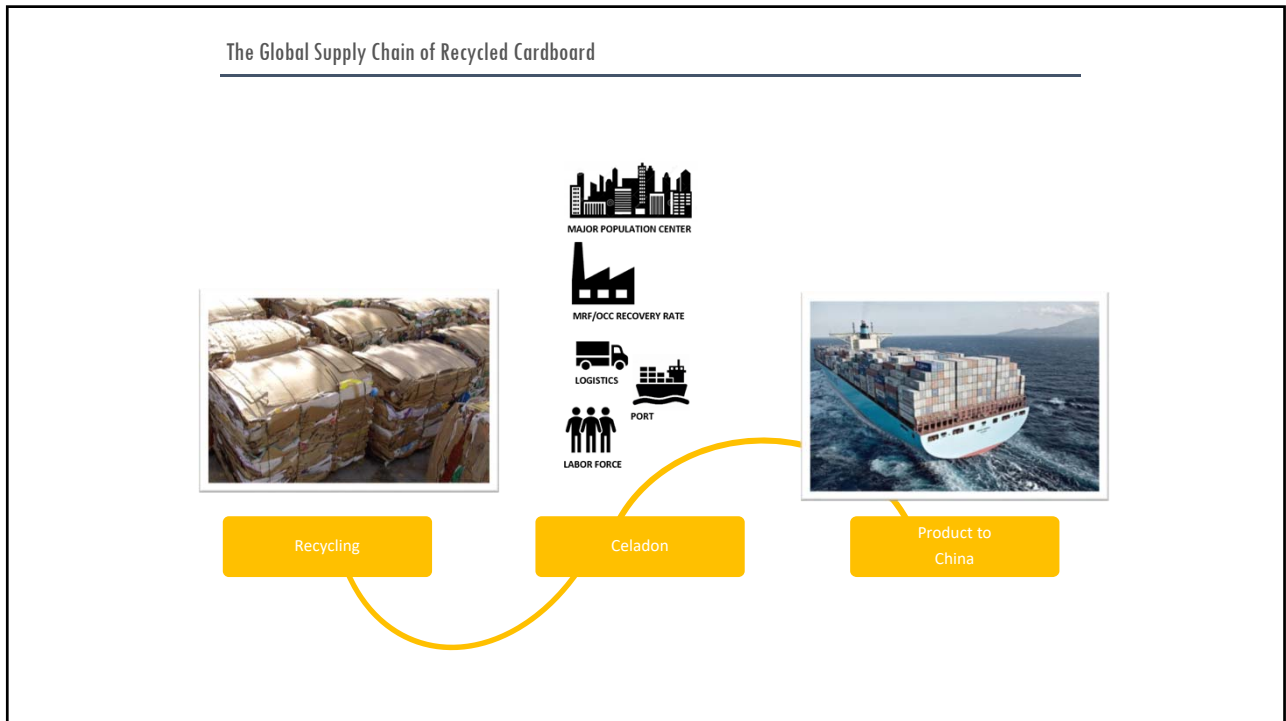
Description	2020	2019	2018
<b>*Operating Margin</b> (operating income before depreciation/revenue)	45.4%	49.8%	45.7%
<b>Current Ratio (current assets/current liabilities)</b>	4.7	5.1	3.0
<b>Total Assets to Total Liabilities</b>	4.8	4.6	4.0
<b>L/T Debt / Net Position</b>	16.3%	18.2%	20.8%
<b>Capital Assets, Net (in 000's)</b>	\$ 711,207	\$ 713,968	\$ 653,461

*\*Excludes noncash Florida Retirement System pension accrual*

March 23, 2021  
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March 23, 2021  
Board Meeting



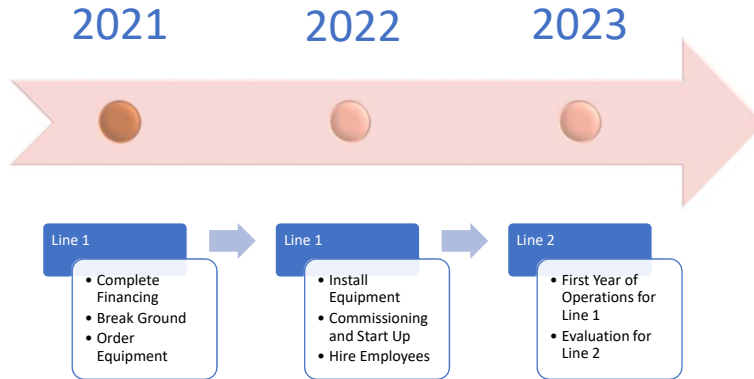
## Benefits



## Sustainability Story



## Project Overview and Timeline



## Celadon Development Corporation

Over the last 18 years, Nicollet has developed and financed new opportunities in clean technology and green materials



***Celadon Development Corporation is a partnership between Nicollet Industries and Kamine Development Company***



KDC Earth has developed, owned, and operated over \$3.5 billion of infrastructure for over 35 years



1982-2000  
KDC Cogen

1995-2013  
KMC Telecom

2009-2019  
KDC Solar

2015-Present  
KDC Ag



**Port Tampa Bay**  
**Budgetary Comparative Statement of Revenues and Expenses**  
**For the half year ending March 2021**

	Budget	Actual	Favorable (Unfavorable)	%
<b>Description</b>				
Port Usage Fees	16,414,058	18,191,016	1,776,958	10.8%
Rentals	9,254,030	9,448,119	194,089	2.1%
Other Operating	266,148	309,409	43,261	16.3%
<b>Operating Revenue</b>	<b>25,934,236</b>	<b>27,948,544</b>	<b>2,014,308</b>	<b>7.8%</b>
Personnel	8,001,682	7,720,647	281,035	3.5%
Promotional	732,644	466,820	265,824	36.3%
Administrative	7,472,578	6,958,431	514,147	6.9%
<b>Operating Expense</b>	<b>16,206,904</b>	<b>15,145,898</b>	<b>1,061,006</b>	<b>6.5%</b>
<b>Operating Income</b>	<b>9,727,332</b>	<b>12,802,646</b>	<b>3,075,314</b>	<b>31.6%</b>
	38%	46%		
Interest Income	120,000	35,655	(84,345)	-70.3%
Interest Expense	(2,253,222)	(2,217,647)	35,575	-1.6%
Ad Valorem Tax Receipts	10,439,841	10,421,322	(18,519)	-0.2%
Other, net	(970,617)	(853,419)	117,198	-12.1%
<b>Non-Operating</b>	<b>7,336,002</b>	<b>7,385,911</b>	<b>49,909</b>	<b>0.7%</b>
<b>Net Income</b>	<b>17,063,334</b>	<b>20,188,557</b>	<b>3,125,223</b>	<b>18.3%</b>

**SUBJECT: SUBMERGED LANDS EASEMENT AGREEMENTS WITH SOUTHERN LIGHT, LLC FOR FIBER OPTIC CABLE UNDER HILLSBOROUGH RIVER AND LITTLE MANATEE RIVER**

**BACKGROUND:**

Southern Light, LLC, an Alabama utility company authorized to do business in Florida (Applicant), has applied for several marine construction Minor Work Permits (MWP) from Port Tampa Bay (PTB) for the installation of new 4 - inch High Density Polyethylene (HDPE) subaqueous horizontal directional drilled pipelines for telecommunications cables (Pipelines) traversing under Hillsborough River and Little Manatee River. As part of this proposal, Applicant is requesting the following sovereign submerged lands easements from PTB:

<b>#</b>	<b>LOCATION</b>	<b>MWP NO.</b>	<b>APPROXIMATE SIZE</b>
1	Hillsborough River (crossing US Hwy. 301)	20-041	10 foot wide (2,945.95 SF)
2	Little Manatee River (crossing US Hwy. 41)	20-057	5 foot wide (2,815.35 SF)

**FACTS/COMMENTS:**

Applicant has requested non-exclusive submerged lands easements from PTB for the locations set forth above for the purpose of constructing, repairing, and maintaining the telecommunications Pipelines under and through the submerged lands water bodies listed above. Each easement would be a public easement with a term of forty (40) years and a forty-year extension option. No public hearing was required.

**RECOMMENDATION:**

Authorize the Port President/CEO, or his designee, to execute the Submerged Lands Easements with Southern Light, LLC for the locations set forth in this agenda item, in accordance with the terms also set forth in this agenda item, subject to review by Port counsel.

Board Meeting  
April 20, 2021  
Real Estate 347267

HILLSBOROUGH RIVER (CROSSING US HWY. 301) – MWP 20-041

**LEGEND**

---R/W---	RIGHT-OF-WAY
-----	PROPERTY LINE
-----	EASEMENT LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SEC.	SECTION
TWP.	TOWNSHIP
RNG.	RANGE
R/W	RIGHT OF WAY
OHWL	ORDINARY HIGH WATER LINE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
C.C.R.	CERTIFIED CORNER RECORD NUMBER
#	

SEC. 8, TWP. 27 S., RANGE 21 E.  
 WATER BODY – HILLSBOROUGH RIVER

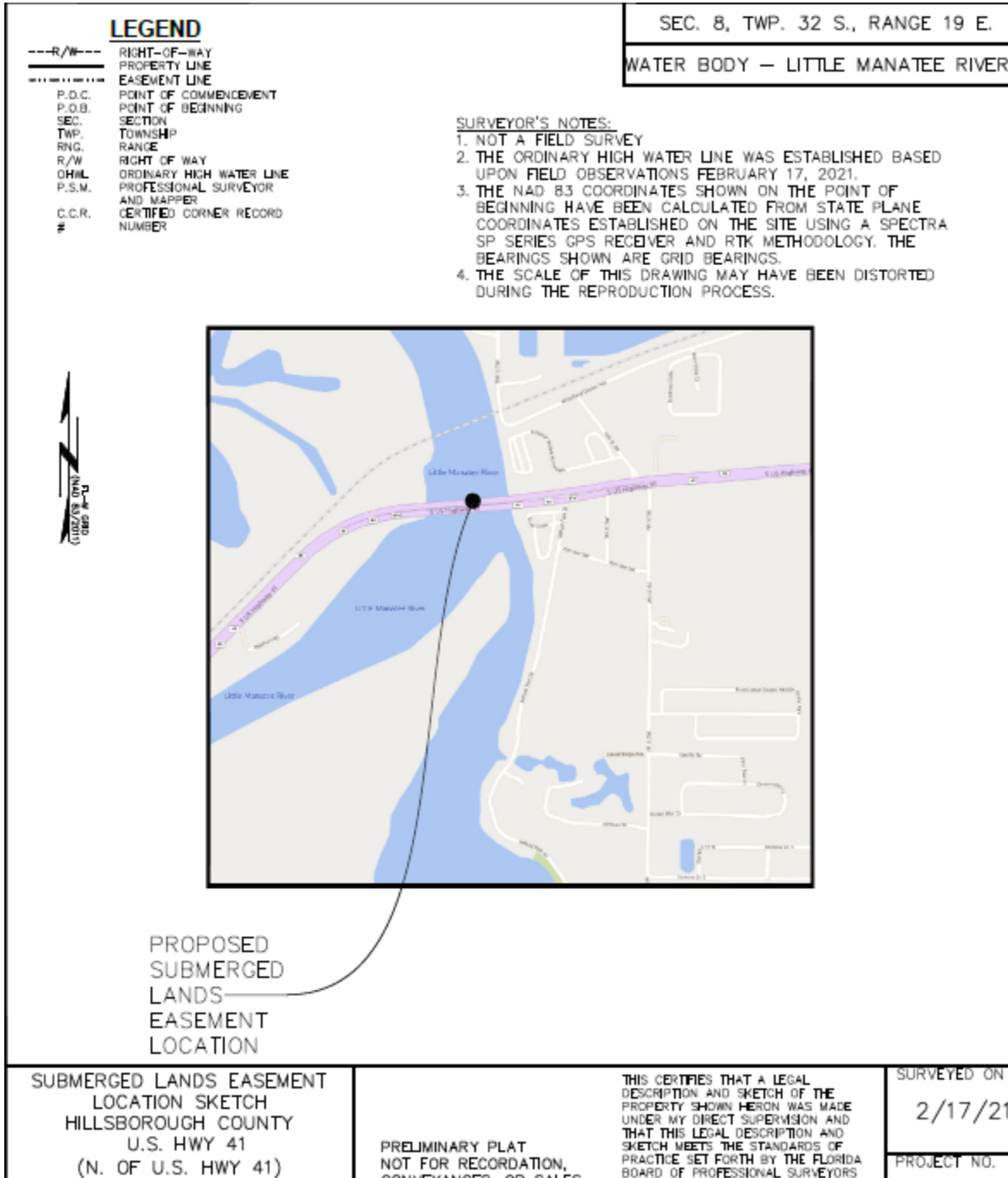
- SURVEYOR'S NOTES:**
1. NOT A FIELD SURVEY
  2. THE ORDINARY HIGH WATER LINE WAS ESTABLISHED BASED UPON FIELD OBSERVATIONS JANUARY 14, 2021.
  3. THE NAD 83 COORDINATES SHOWN ON THE POINT OF BEGINNING HAVE BEEN CALCULATED FROM STATE PLANE COORDINATES ESTABLISHED ON THE SITE USING A SPECTRA SP SERIES GPS RECEIVER AND RTK METHODOLOGY. THE BEARINGS SHOWN ARE GRID BEARINGS.
  4. THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING THE REPRODUCTION PROCESS.



PROPOSED  
 SUBMERGED  
 LANDS  
 EASEMENT  
 LOCATION

<p>SUBMERGED LANDS EASEMENT          LOCATION SKETCH          HILLSBOROUGH COUNTY          U.S. 301          (WEST OF U.S. 301)</p>	<p>PRELIMINARY PLAT          NOT FOR RECORDATION,          CONFORMANCE OF SURVEY</p>	<p>THIS CERTIFIES THAT A LEGAL          DESCRIPTION AND SKETCH OF THE          PROPERTY SHOWN HERON WAS MADE          UNDER MY DIRECT SUPERVISION AND          THAT THIS LEGAL DESCRIPTION AND          SKETCH MEETS THE STANDARDS OF          PRACTICE SET FORTH BY THE FLORIDA          BOARD OF PROFESSIONAL SURVEYORS</p>	<p>SURVEYED ON          1/25/21          PROJECT NO.</p>
---	--	---	--

LITTLE MANATEE RIVER (CROSSING US HWY. 41) – MWP 20-057



**SUBJECT: SUBMERGED LANDS EASEMENTS TO PEOPLES GAS SYSTEM FOR NATURAL GAS PIPELINE ALONG BIG BEND CROSSINGS UNDER ALAFIA RIVER AND BULLFROG CREEK – MWP NO. 21-032**

**BACKGROUND:**

Peoples Gas System, a division of Tampa Electric Company (Applicant), has applied for marine construction Minor Work Permit (MWP) No. 21-032 from Port Tampa Bay (PTB) for the installation of a new 26-inch subaqueous horizontal directionally drilled natural gas pipeline along Big Bend crossings under Alafia River and Bullfrog Creek. As part of its application, the Applicant is requesting submerged lands easements from PTB:

<b>#</b>	<b>LOCATION</b>	<b>APPROXIMATE SIZE</b>
1	Alafia River	Area A – 11,215 SF Area B – 22,619 SF TOTAL – 33,834 SF
2	Bullfrog Creek	2,439 SF

**FACTS/COMMENTS:**

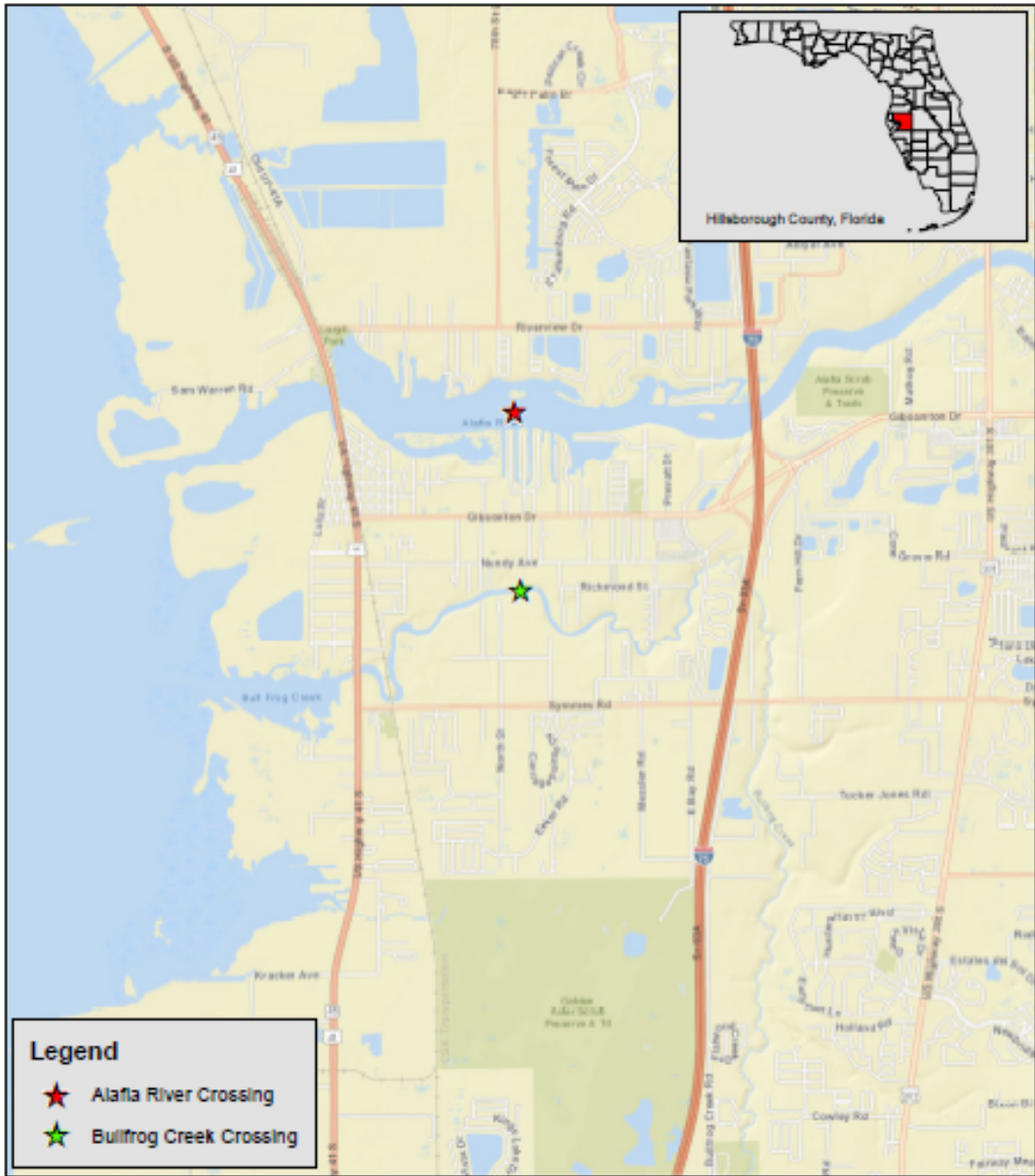
Applicant has requested non-exclusive submerged lands easements from PTB for the locations set forth above for the purpose of constructing, repairing, and maintaining Applicant's utility pipeline under and through the submerged lands water bodies listed above. No public hearing was required.

**RECOMMENDATION:**

Authorize the President/CEO, or his designee, to execute Submerged Lands Easements with Peoples Gas System, a division of Tampa Electric Company, in accordance with the terms set forth in this agenda item, subject to review by Port counsel.

Board Meeting  
April 20, 2021  
Real Estate 348163

ALAFIA RIVER AND BULLFROG CREEK CROSSINGS



Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Figure 1  
 Location Map

Alafia River & Bullfrog Creek Crossings  
 Hillsborough County, FL  
 December 2020

0 2,050 4,100 Feet  
 0 650 1,300 Meters

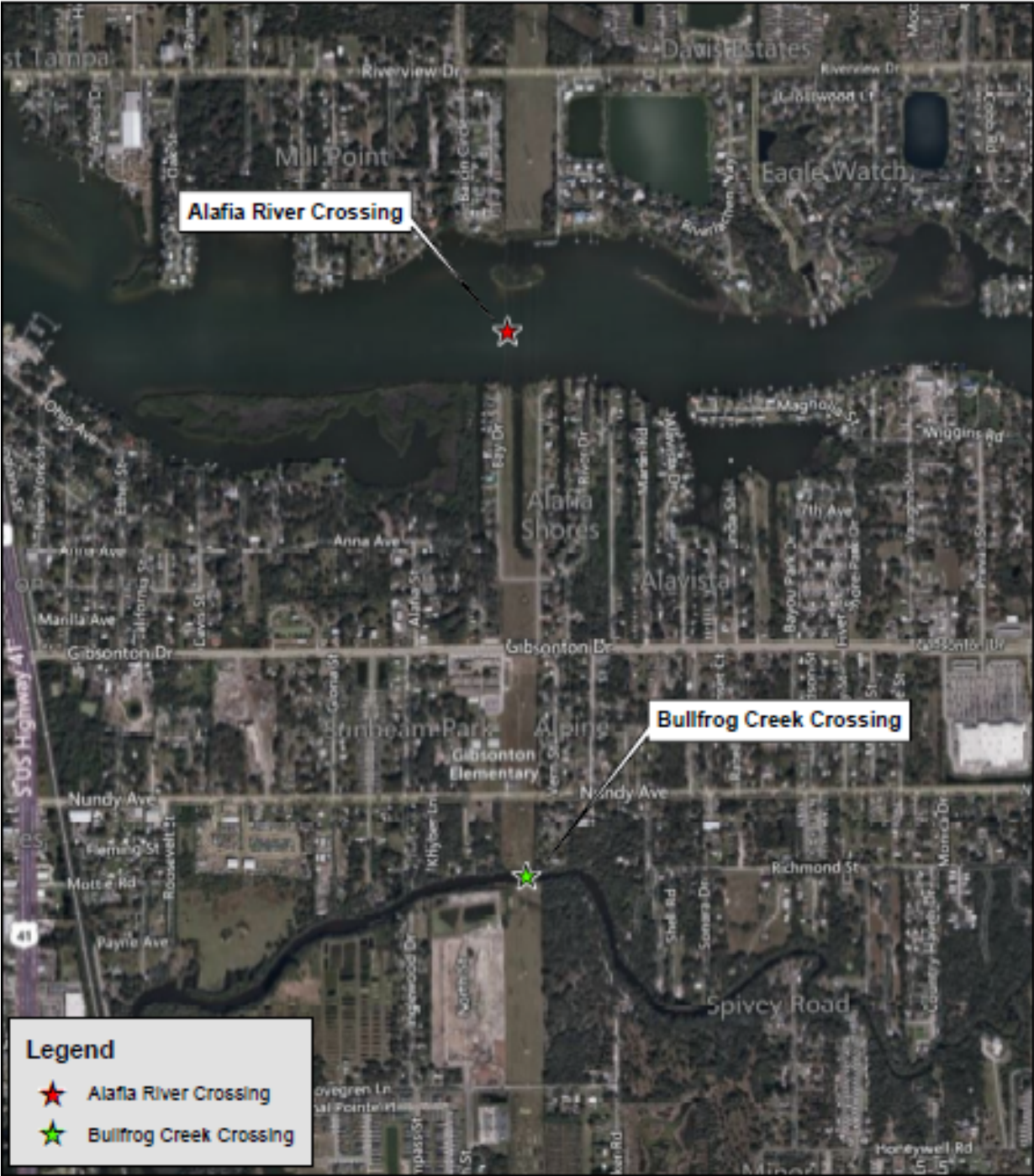


Figure 2  
 Aerial Map

Alafia River & Bullfrog Creek Crossing  
 Hillsborough County, FL  
 December 2020

**POND** **TECO** PEOPLES GAS AN ENERGA COMPANY

0 650 1,300 Feet  
 0 220 440 Meters

**SUBJECT:                  **CONSENT TO LEASEHOLD MORTGAGE BETWEEN TAMPA SHIP, LLC AND REGIONS BANK****

**BACKGROUND:**

Tampa Ship, LLC (Tampa Ship), a member of the Edison Chouest Offshore family of companies, specializes in conversions, general repair and overhaul of a wide range of vessels, including product tankers, container ships, general cargo vessels, drill ship and rigs, offshore supply vessels, bulk carriers, passenger/cruise ships, LPG and LNG carriers and reefer ships with facilities at Port Tampa Bay (PTB). Tampa Ship leases approximately 53.2 acres of land pursuant to an Amended and Restated Shipyard Lease dated March 1, 1997 (Lease).

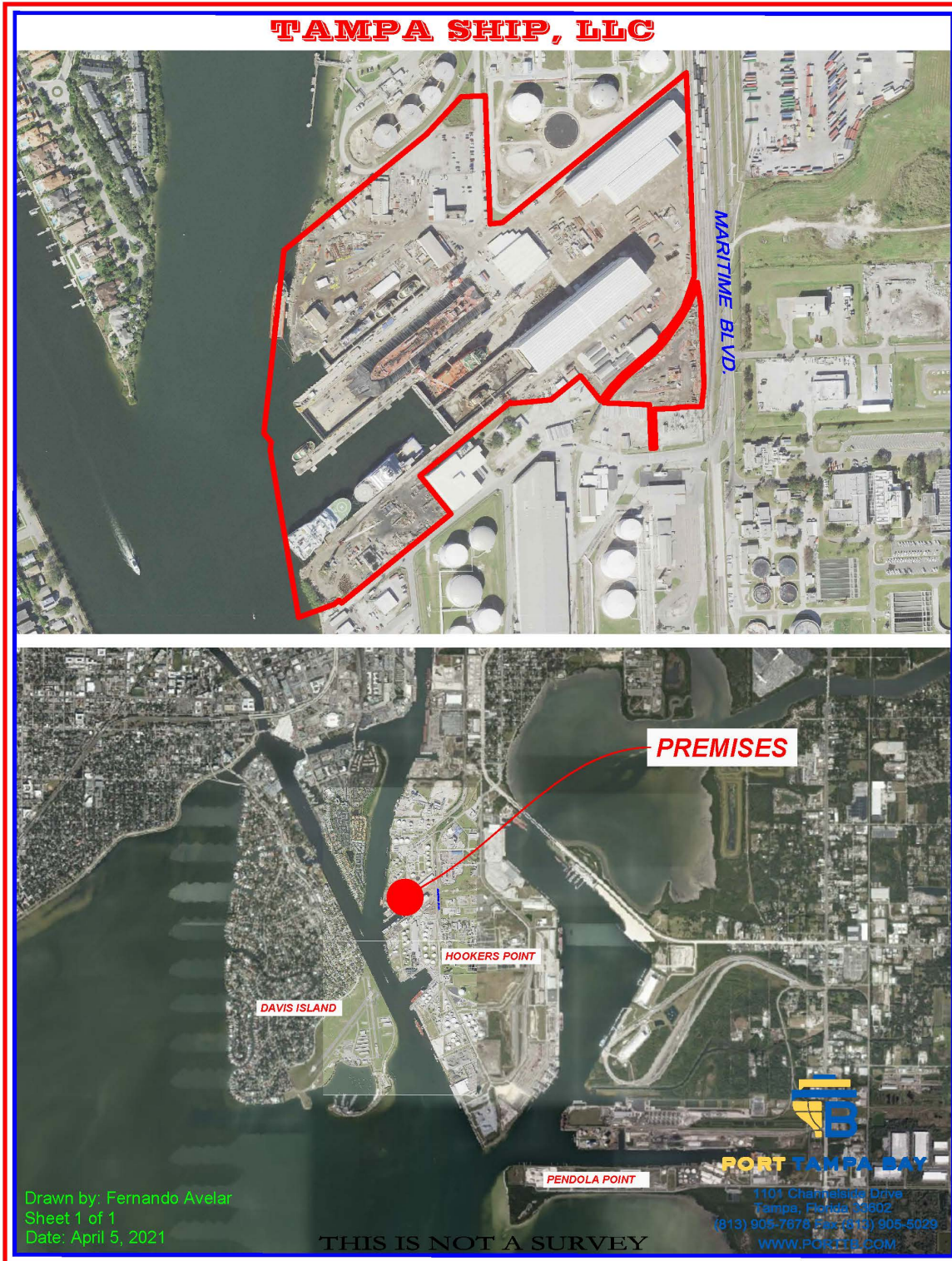
**FACTS/COMMENTS:**

Tampa Ship desires to obtain a working line of credit from Regions Bank, in the amount of \$7,750,000, to refinance its existing working line of credit and leasehold mortgage with Tampa Ship's leasehold interest, accounts receivable and personal property as collateral. Tampa Ship has requested PTB's consent to a leasehold mortgage of Tampa Ship's leasehold interest in the Premises to secure the loan.

The Lease with Tampa Ship requires that Tampa Ship obtain PTB's consent for any mortgage of its leasehold interest. The leasehold mortgage would only encumber the leasehold of Tampa Ship and subordinate PTB's statutory landlord's lien in the personal property and equipment. However, the leasehold mortgage would not encumber the fee simple interest of PTB in and to the Premises or PTB's interest in or under the Lease.

**RECOMMENDATION:**

Authorize the Port President/CEO, or his designee, to execute a consent to leasehold mortgage between Tampa Ship, LLC and Regions Bank in accordance with the terms in this agenda item, subject to review by Port counsel.



M:\PTB\_M-Files\ENGINEERING\Exhibits\Cathy Phillips\Tampa Ship Board Exhibit.dwg, 4/5/2021 1:30:04 PM, DWG To PDF.pc3

**SUBJECT:**                   **CONSENT TO FINANCING AGREEMENT BETWEEN  
PURAGLOBE SYNTAINICS, LLC AND WELLS FARGO BANK**

**BACKGROUND:**

Port Tampa Bay (PTB) leases approximately twelve (12) acres of land on Pendola Point (Premises) to Puraglobe Florida, LLC for an oil processing and blending terminal (Lease). Puraglobe Florida, LLC has subleased the Premises to Puraglobe Syntainics LLC (Puraglobe). In March 2020, Puraglobe began operations of its storage and blending business on the Premises. Puraglobe and its predecessors have made investments in the Premises of approximately \$120,000,000, and is current in its Lease obligations to pay rent, port fees and minimum financial guarantees.

**FACTS/COMMENTS:**

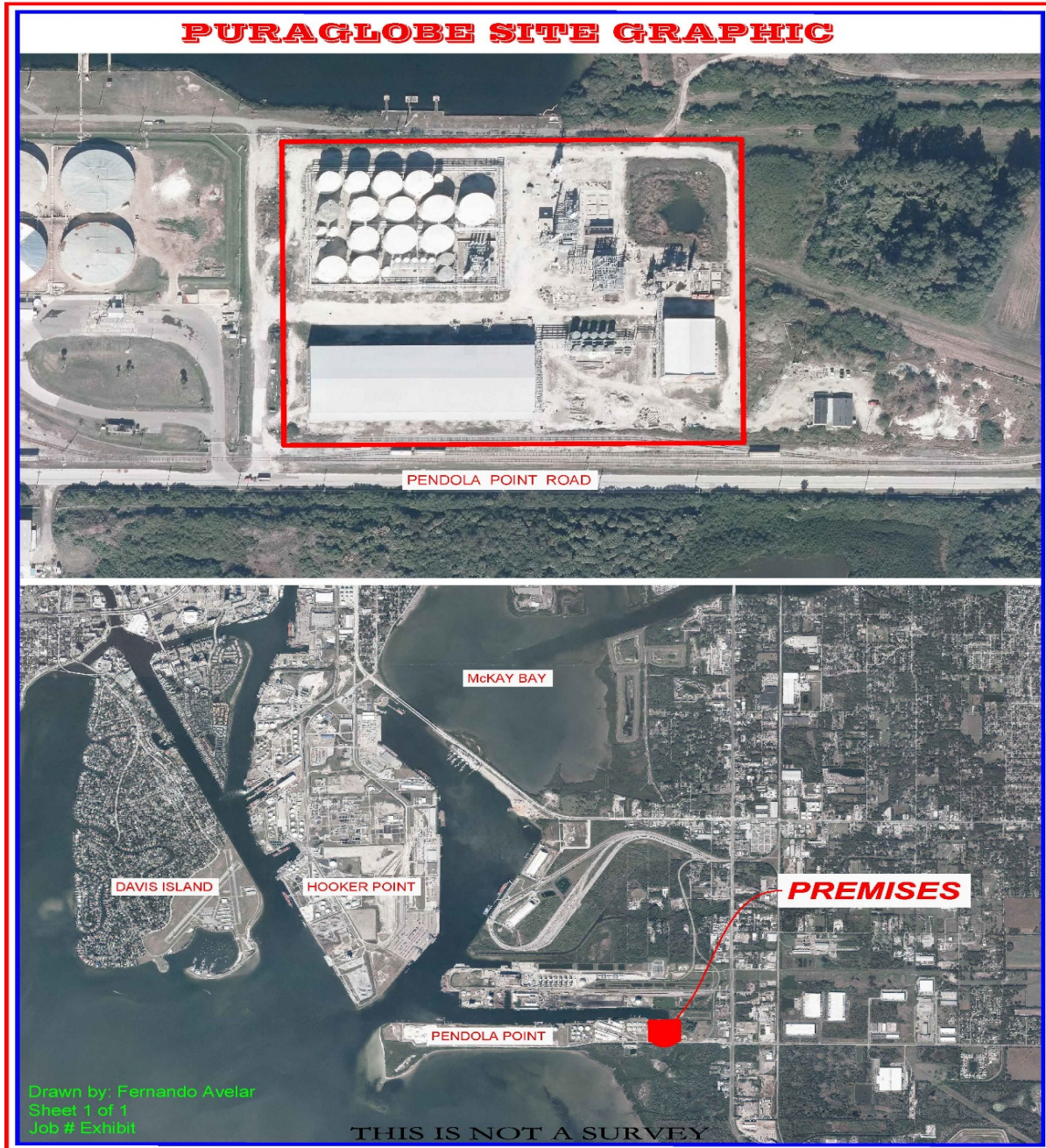
Puraglobe desires to obtain a revolving working capital line of credit from Wells Fargo Bank, National Association, in the amount of \$15,000,000, and requests PTB's consent to a financing agreement (Financing Agreement) to secure the loan with the accounts receivable, personal property and equipment as collateral. The Financing Agreement would only subordinate PTB's statutory landlord's lien in Puraglobe's accounts receivable, personal property and equipment and would not encumber the fee simple interest of PTB in and to the Premises or PTB's interest in or under the Lease.

**RECOMMENDATION:**

Authorize the Port President/CEO, or his designee, to execute a consent to leasehold mortgage between Puraglobe Syntainics, LLC and Wells Fargo Bank, National Association, in accordance with the terms in this agenda item, subject to review by Port counsel.

Board Meeting  
April 20, 2021  
Real Estate 353827

Exhibit "A"



S:\Survey\Exhibits\Craig Roberts\Puraglobe Site Graphic Board Exhibit.dwg, 11/19/2016 9:33:39 AM

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

**SUBJECT: LEASE AGREEMENT WITH NAV TRANSPORTATION, LLC****BACKGROUND:**

Nav Transportation, LLC (NAV) is a Florida limited liability company that provides transportation and logistics services. NAV is an agent for Northstar Transport, which services six ports along the east coast and has been in business for more than six years. NAV desires to lease from Port Tampa Bay (PTB) a portion of a 2,160 square foot warehouse (Warehouse) on approximately 1.19 acres of land at 2379 Guy N. Verger Blvd., on Hookers Point.

**FACTS/COMMENTS:**

PTB staff and NAV have negotiated the following terms for a ground lease (Lease):

**Premises:**

Approximately 1.19 acres of land on Hookers Point, as shown on Exhibit "A". NAV would occupy primarily the easternmost portion of the Warehouse, inclusive of an office and bathroom. PTB would continue to utilize primarily the westernmost portion of the Warehouse for storage, and the parties would coordinate access for PTB's storage needs.

**Use:** Solely for general office use, truck parking and employee parking.

**Term:** Month-to-month, not to exceed eleven (11) months.

**Rent:** \$3,000.00 per month, plus any applicable sales or use tax.

**Early Termination/Relocation:**

NAV and PTB would each have the right to terminate the Lease by providing thirty days' advance written notice to other party.

**Improvements:**

NAV would be responsible for maintenance and repair of all improvements to the Premises and would take the Premises and all existing improvements "AS-IS", "WHERE-IS." In addition, NAV may make other improvements, subject to prior review and acceptance by PTB.

**Other:** All appropriate environmental restrictions would be applicable, including odor and emissions. NAV would not store any hazardous materials on the Premises, including any petroleum products, without the prior written consent by PTB. NAV would be responsible for all utilities, real estate taxes, site improvements, insurance, and maintenance of the Premises. In addition, NAV would be required to comply with all seaport security laws and all other applicable regulations and laws. No public hearing was required for the month-to-month lease.

**RECOMMENDATION:**

Authorize the Port President/CEO, or his designee, to execute a Lease Agreement with NAV Transportation, LLC, in accordance with the terms set forth in this agenda item, subject to review by Port counsel.

Board Meeting  
April 20, 2021  
Real Estate 353854

**EXHIBIT "A"**  
**SKETCH OF THE PREMISES**



## **D. REGULAR AGENDA**

**SUBJECT: AUTHORIZATION TO BIND PROPERTY, LIABILITY, AND FLOOD INSURANCE COVERAGE FOR 2021-2022 POLICY YEAR**

**BACKGROUND:**

The following Port Tampa Bay (PTB), insurance policies are set to expire on April 30, 2021 or May 1, 2021, as applicable:

- Property (Primary & Excess)
- Property Terrorism
- Comprehensive General and Marine Liability (CGL) & Excess Liability
- Public Official's Liability
- Government Crime
- Maritime Employers Liability
- Hull and P&I
- Vessel Owners Pollution
- Foreign Liability
- Storage Tank 3<sup>rd</sup> Party Liability
- Commercial Automobile Policy
- Flood Insurance
- Privacy (Cyber) Liability
- Law Enforcement Legal Liability
- Unmanned Aircraft Liability

As further information, PTB also maintains Workers' Compensation insurance on its employees. This policy does not expire until October 1, 2021 and, therefore, is not included in the above listing.

**FACTS/COMMENTS:**

PTB's Insurance Broker, Hugh Wood Inc. (HWI), solicited the insurance markets and obtained various proposals for each of the types of insurance listed above on behalf of PTB. HWI and PTB staff reviewed the proposals for each type of insurance and chose the proposal, which offered the maximum coverage with the lowest possible premiums.

Attached is a summary of the proposed PTB insurance program for those policies with an effective date of April 30, 2021 (Flood Insurance effective date) and May 1, 2021, including the deductible, premium, and limits associated with each policy. HWI and PTB staff believe that these policies offer the best coverage at the most economical cost and recommend that PTB bind this coverage. As with any insurance coverage, these premiums might increase or decrease depending upon the addition or deletion of coverage and assets throughout the policy period.

The total amount of annual premiums for the policies listed above with a policy period effective April 30, 2021 / May 1, 2021 through April 30, 2022 / May 1, 2022, is \$2,585,307, which includes applicable Florida surcharges and the fixed HWI Broker Fee of \$50,000. This amount represents an increase of \$222,451 (9.4%) when compared to the actual insurance premiums and Broker Fee paid for the period ending April 30, 2021 / May 1, 2021 of \$2,362,856. It is important to note that a portion of PTB's total annual premiums for the 2021-2022 policy period is increasing due to the increase in Total Insured Values, i.e. the sum total of the covered value of PTB's property. The increase in Total Insured Values of \$5,626,771 is primarily due to ongoing improvements at Hooker's Point. The premium increase is mitigated by increasing the property insurance deductible from \$50,000 to \$250,000. PTB has been historically loss-free. Therefore, over time the annual savings would be expected to more than make up for any losses incurred.

Because of the constantly changing insurance market, HWI maintains constant communication with various insurance underwriters up to the expiration date of the policies in order to determine whether the attached premiums and/or coverage can be improved upon. For this reason, PTB staff recommends that approval be given to bind the listed policies with alternate underwriters if, in the opinion of HWI and PTB staff, those underwriters provide greater coverage at the same premium or the same coverage at a lower premium. The PTB Board of Commissioners would be advised of any such changes at the May 2021 Board meeting.

Funding for the above insurance renewal is included in the FY2021 Operating Expense Budget and will be included in FY2022 Operating Expense Budget.

**RECOMMENDATION:**

Authorize the Port President/CEO, or his designee, to bind the Property (Primary & Excess) & Property Terrorism; Comprehensive General and Marine Liability (CGL) & Excess Liability; Public Official's Liability; Government Crime; Maritime Employers Liability; Hull and P&I; Vessel Owners Pollution; Foreign Liability; Storage Tank 3<sup>rd</sup> Party Liability; Commercial Automobile; Privacy (Cyber) Liability; Law Enforcement Legal Liability; Unmanned Aircraft Liability; and Flood Insurance from April 30, 2021 / May 1, 2021 to April 30, 2022 / May 1, 2022, at the coverage levels and premiums as noted on the attachment to this agenda write-up. Total cost for the policies, including the HWI broker fee of \$50,000 and all applicable Florida surcharges will not exceed \$2,590,000; however, this authorization includes a stipulation that premiums for the current year may increase or decrease depending upon PTB adding or deleting coverage.

Additionally, authorize the Port President/CEO, or his designee, to bind coverage with alternate underwriters if those underwriters provide greater coverage at the same premium or the same coverage at a lower premium. The PTB Board of Commissioners would be advised of any such changes at the May 2021 Board meeting.

Board Meeting  
April 20, 2021  
Finance 353843

**Tampa Port Authority Schedule of Property Insurers, Limits & Premiums  
Policy Period – May 1, 2021 through April 30, 2022**

**All Insured Properties**

Limits	Insurer	Premium
First \$25 Million; 5% Named Storm & Flood deductible (min \$500k & \$1 M respectively); \$250,000 All Other Perils deductible	O'Farrell & London Syndicates	\$ 1,175,004
\$25 Million Excess of \$25 Million	Landmark/Lloyds 1 <sup>st</sup> Excess Layer	\$ 363,600
\$30 Million Excess of \$50 Million	Axis, Mt. Hawley, Lloyds 2 <sup>nd</sup> Excess Layer	\$ 217,500
\$250,071,079 Excess of \$80 Million Remainder to Total Insured Value	Landmark 3 <sup>rd</sup> Excess Layer	\$ 162,525
\$10 Million Excess of \$90 Million Named Storm Only	Indian Harbor, Landmark	\$ 53,254
TRIA with limit of \$330,169,646	Lloyd's of London	\$ 44,000
<b>Total</b>		<b>\$2,015,883</b>
Property Value:	\$316,237,586	
Business Income:	\$ 10,000,000	
Inland Marine:	\$ 1,214,766	
Video/Radio Equip:	\$ 445,829	
EDP	\$ 979,998	
Cameras	\$ 1,214,766	
DR Site	\$ 76,600	
<b>Total Insured Value:</b>	<b>\$330,169,545</b>	

**Tampa Port Authority Schedule of General Liability Insurers, Limits & Premiums  
Policy Period – May 1, 2021 through April 30, 2022**

Limits	Insurer	Premium
Primary \$5 Million Occ./\$5,000,000 Agg: \$50,000 deductible (includes TRIA)	National Union (AIG) (75%) Navigators (25%)	\$ 112,750

\$45 Million excess of Primary (includes TRIA)	National Union (AIG) (\$21.15M)	\$77,500
	National Specialty (\$9.0M)	
	Navigators (\$14.85M)	
	<b>Total</b>	<b>\$190,250</b>

**Tampa Port Authority Schedule of Public Official Liability Insurers, Limits & Premiums**

**Policy Period – May 1, 2021 through April 30, 2022**

Limits	Insurer	Premium
\$5 million limit; \$25,000 deductible	Ace American	\$ 30,801
	<b>Total</b>	<b>\$ 30,801</b>

**Tampa Port Authority Schedule of Government Crime Insurers, Limits & Premiums**

**Policy Period – May 1, 2021 through April 30, 2022**

Limits	Insurer	Premium
\$1 million per occurrence; \$10,000 deductible	Zurich	\$ 2,120
	<b>Total</b>	<b>\$ 2,120</b>

**Tampa Port Authority Schedule of Maritime Employers Liability Insurers, Limits & Premiums**

**Policy Period – May 1, 2021 through April 30, 2022**

Limits	Insurer	Premium
\$1 million; \$10,000 deductible (includes TRIA)	James River	\$ 30,517
	<b>Total</b>	<b>\$ 30,517</b>

**Tampa Port Authority Schedule of Hull Insurers, Limits & Premiums**

**Policy Period – May 1, 2021 through April 30, 2022**

Limits	Insurer	Premium
Vessel Values of \$182,354; \$1,000 deductible (includes TRIA); P&I \$1,000,000	Navigators.	\$ 6,989
	<b>Total</b>	<b>\$6,989</b>

**Tampa Port Authority Schedule of Vessel Owners Pollution Liability Insurers,  
Limits & Premiums  
Policy Period – May 1, 2021 through April 30, 2022**

Limits	Insurer	Premium
\$1,000,000 limit; Nil deductible	WQIS	\$ 1,430
<b>Total</b>		<b>\$ 1,430</b>

**Tampa Port Authority Schedule of Foreign Liability Insurers, Limits & Premiums  
Policy Period – May 1, 2021 through April 30, 2022**

Limits	Insurer	Premium
\$1,000,000 per occurrence/\$2,000,000 General Aggregate/ \$4,000,000 Master Control Program Aggregate including various additional limits and deductibles	AIG	\$ 3,115
<b>Total</b>		<b>\$ 3,115</b>

**Tampa Port Authority Schedule of Commercial Auto Policies, Limits & Premiums  
Policy Period – May 1, 2021 through April 30, 2022**

Limits	Insurer	Premium
\$1,000,000 Liability Limit with Nil Deductible, ACV for Comprehensive and Collision with \$1,000 deductible	PGIT	\$ 85,117
<b>Total</b>		<b>\$ 85,117</b>

**Tampa Port Authority Schedule of Storage Tank 3<sup>rd</sup> Party Liability, Limits & Premiums  
Policy Period – May 1, 2021 through April 30, 2022**

Limits	Insurer	Premium
\$2,000,000 Each Occurrence/\$2,000,000 Aggregate Liability Limit with \$5,000 SIR Deductible Each Occurrence	Commerce and Industry Insurance Company	\$ 1,626
<b>Total</b>		<b>\$ 1,626</b>

**Tampa Port Authority Schedule of Privacy (Cyber) Liability, Limits & Premiums  
Policy Period – May 1, 2021 through April 30, 2022**

Limits	Insurer	Premium
\$5,000,000 Each Occurrence/ \$5,000,000 Aggregate Liability Limit With \$25,000 SIR Deductible Each Occurrence	At Bay	\$ 23,184
\$5,000,000 excess of \$5,000,000	At Bay	\$ 20,250
<b>Total</b>		<b>\$ 43,434</b>

**Tampa Port Authority Schedule of Property Insurers, Limits & Premiums  
Policy Period – April 30, 2021 through April 30, 2022  
Flood Policies**

Location	Limits Bldg/Contents	Insurer	Premium
Bldg. #300, 2790 Guy N. Verger Blvd.	\$500,000/\$-0-	Wright Nat'l Flood Ins. Co.	\$ 2,475
Bldg. #928, 815 Channelside Dr.	\$500,000/\$84,200	Wright Nat'l Flood Ins. Co.	\$ 9,629
Bldg. #310, 2302 Guy N. Verger Blvd.	\$500,000/\$-0-	Wright Nat'l Flood Ins. Co.	\$ 25,362
Bldg. #903, 1101 Channelside Dr.	\$500,000/\$150,000	Wright Nat'l Flood Ins. Co.	\$ 3,764
Bldg. #229, 2802 Guy N. Verger Blvd.	\$500,000/\$-0-	Wright Nat'l Flood Ins. Co.	\$ 2,910
Bldg. #908, 651 Channelside Dr.	\$500,000/\$57,900	Wright Nat'l Flood Ins. Co.	\$3,239
Bldg. #320, 2150 Guy N. Verger Blvd.	\$500,000/\$-0-	Wright Nat'l Flood Ins. Co.	\$ 4,672
Bldg. #361, 2002 Maritime Blvd.	\$500,000/\$470,000	Wright Nat'l Flood Ins. Co.	\$ 2,356
Bldg. #906, 133 E. McKay St.	\$500,000/\$50,000	Wright Nat'l Flood Ins. Co.	\$ 3,195
Bldg. #366, 2700 Guy N. Verger Blvd.	\$500,000/\$-0-	Wright Nat'l Flood Ins. Co.	\$ 1,085
Bldg. #302, 2804 Guy N. Verger Blvd.	\$500,000/\$-0-	Wright Nat'l Flood Ins. Co.	\$ 25,362
Bldg. #341, 2120 Guy N. Verger Blvd.	\$500,000/\$122,400	Wright Nat'l Flood Ins. Co.	\$5,648
Bldg. #354, 1803 Eastport Dr.	\$500,000/\$-0-	Wright Nat'l Flood Ins. Co.	\$ 4,672
<b>Total</b>			<b>\$ 94,369</b>

**Tampa Port Authority Schedule of Law Enforcement Liability, Limits & Premiums  
Policy Period – May 1, 2021 through April 30, 2022**

Limits	Insurer	Premium
\$1,000,000 Each Occurrence/ \$1,000,000 Aggregate Liability Limit With \$15,000 SIR Deductible Each Occurrence	Indian Harbor Insurance Co.	\$ 23,726
<b>Total</b>		<b>\$ 23,726</b>

**Tampa Port Authority Schedule of Unmanned Aircraft Liability, Limits & Premiums  
Policy Period – May 1, 2021 through April 30, 2022**

Limits	Insurer	Premium
\$10,000,000 Each Occurrence/ \$10,000,000 Aggregate Liability	Westchester	\$ 5,930
<b>Total</b>		<b>\$ 5,930</b>

Premiums for Insurance Program: \$2,440,938

Flood Program: \$94,369

Hugh Wood Inc. Broker Fee: \$50,000

**Total Insurance Program Premiums Including HWI Broker Fee: \$2,585,307**

All above premiums include applicable state surcharges.

**SUBJECT: REFINANCE OF THE SERIES 2018 JPMORGAN CHASE N.A. BANK LOAN****BACKGROUND:**

On June 29, 2018, Port Tampa Bay (PTB) entered into a senior lien fixed rate term loan with JPMorgan Chase Bank N.A. for \$14,022,900 (2018 Bank Loan) that was secured by a Series 2018 Note issued on June 29, 2018 with a final maturity of June 1, 2022. The 2018 Bank Loan bears a fixed interest rate of 2.695%. The remaining amount to be refinanced of the 2018 Bank Loan is approximately \$11,722,900 and would be refinanced through the incurrence of a new 2021 Bank Loan and the issuance of a new Series 2021 Note, as described below.

**FACTS/COMMENTS:**

PTB staff, in consultation with PTB's financial advisor, PFM Financial Advisors LLC (PFM), and its bond counsel, Bryant Miller Olive P.A. (BMO), have been reviewing opportunities to restructure PTB's existing debt to mitigate the effects of the ongoing global COVID-19 pandemic on PTB's revenue collections, particularly in the cruise sector. PTB staff, PFM and BMO have identified such an opportunity that will require PTB to refinance the 2018 Bank Loan to spread principal payments of \$6,706,100 and \$5,016,800 in FY 2021 and FY 2022, respectively, over the course of 5 years, which will improve debt service coverage in FY 2021 by approximately 87 basis points and will improve debt service coverage in FY 2022 by approximately 75 basis points.

It is estimated that senior lien debt service coverage will increase from 1.36x to 2.23x in FY 2021 and from 2.06x to 2.81x in FY 2022. These estimated calculations utilize PTB's latest internal projections of revenue available for debt service and an estimated interest rate for the new Series 2021 Note (Series 2021 Note), which would secure a taxable bank loan (2021 Bank Loan) with Bank of America, N.A. As has been done in the past, PTB staff, with the assistance of PFM and BMO, prepared and distributed an RFP for lenders to fund the 2021 Bank Loan. Of the nine banks that responded to PTB's RFP seeking a lender for the 2021 Bank Loan to be secured by the Series 2021 Note, Bank of America, N.A. bid the lowest interest rate.

Based on current market conditions as of April 5, 2021 and a standard refunding where refunding bond amortization matches the refunded bond amortization, the estimated cost to refund the 2018 Bank Loan is \$36,024.15 on a net present value basis (or -0.31% of refunded par). The proposed structure which includes deferring the FY 2021 and 2022 principal payments to be amortized over FY 2021 – FY 2026. This is undertaken in order to mitigate the effects of the ongoing global COVID-19 pandemic on PTB's revenue collections, particularly in the cruise sector, and preserve capacity for potential new money debt issues to fund CIP projects. The 2021 Bank Loan has a moderately higher estimated net cost of \$50,224.02 (or -0.43% of refunded par). Because the 2018 Bank Loan cannot be prepaid prior to maturity, it must be refinanced using the proceeds of taxable debt deposited into an escrow account with an escrow agent.

**RECOMMENDATION:**

Adopt the attached resolution authorizing the advance refunding of the 2018 Bank Loan through the use of a taxable bank loan with Bank of America, N.A. with the terms and conditions stated below.

**TERMS OF THE FIXED RATE BANK LOAN PROVIDED BY BANK OF AMERICA, N.A.**

<b>Facility Type:</b>	Bank Loan
<b>Purpose:</b>	Refund the Series 2018 JPMorgan Chase Bank N.A. Bank Loan
<b>Amount:</b>	NTE \$13 million
<b>Interest Rate:</b>	0.878% [Indicative as of 3/16/2021. Rate to be locked upon adoption of Resolution by PTB Board.]
<b>Term:</b>	5 years
<b>Prepayment Penalty:</b>	Subject to a Prepayment Fee (defined in the Resolution), the loan may be prepaid in whole or in part on any date with five (5) days' prior written notice to the Lender.
<b>Security &amp; Covenants:</b>	On parity with PTB's other existing senior lien bond obligations
<b>Cost of Issuance (Professional Fees):</b>	\$65,000 estimated
<b>Interest Cost (Reduced interest rate):</b>	\$50,224.02 estimated [This transaction is being undertaken for purposes of ensuring and preserving covenant compliance, not for interest savings.]

**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 BANK OF AMERICA, N.A., AS LENDER, TO PURCHASE A NOTE IN ORDER TO FUND A LOAN TO THE DISTRICT IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$13,000,000 FOR THE PURPOSE OF PROVIDING FUNDS FOR REFUNDING THE DISTRICT'S OUTSTANDING REVENUE REFUNDING NOTE, SERIES 2018; AUTHORIZING THE EXECUTION AND DELIVERY OF A REVENUE REFUNDING NOTE, SERIES 2021 IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$13,000,000 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; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; APPOINTING A REGISTRAR, PAYING AGENT, AND ESCROW HOLDER; 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; WAIVING THE RIGHT TO JURY TRIAL; 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.

"Authorized Denomination" shall mean the outstanding par amount from time to time of the Note.

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Business Day" shall mean any day other than Saturday, Sunday, or days on which the Principal Office of the Lender is lawfully closed.

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

"Covered Entity" means any of the following:

(a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Rate" means the lesser of: (i) 12% per annum, or (ii) the maximum rate permitted by law.

"Default Right" as regards the rights of the District with respect to the Lender has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"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.

"Escrow Deposit Agreement" shall mean that certain Escrow Deposit Agreement by and between the District and the Escrow Holder, for the purpose of providing for the payment of the Refunded Note, which agreement shall be in substantially the form attached hereto as Exhibit D which is hereby incorporated herein by reference.

"Escrow Holder" shall mean U.S. Bank, National Association, as the bank or trust company which shall execute the Escrow Deposit Agreement with the District prior to the issuance of the Note as the holder of such escrow.

""Event of Default" is defined in Section 7.01 of the Master Senior Lien Resolution.

"Financial Advisor" means PFM Financial Advisors LLC.

"Insolvency Proceeding" means a receivership, insolvency, liquidation, resolution, or similar proceeding.

"Interest Payment Date" means each June 1 and December 1, commencing June 1, 2021.

"Interest Rate" means the interest rate on the Note, subject to adjustment to the Default Rate pursuant to Section 402 hereof, as set forth in the Note delivered to the Lender.

"Lender" means Bank of America, N.A., and any successor or assigns undertaken in accordance herewith as Noteholder.

"Loan" means the loan in a principal amount of not exceeding \$13,000,000 from the Lender to the District and secured by the Note.

"Maturity Date" means June 1, 2026, the final maturity of the Note.

"Master Senior Lien Resolution" means the Resolution adopted by the District on August 21, 2018 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. The Master Senior Lien Resolution replaced in its entirety the Original Master Senior Lien Resolution.

"Note" means the District's Revenue Refunding Note, Series 2021, issued pursuant to the terms and conditions contained herein, in the aggregate principal amount of not exceeding \$13,000,000, 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 of the Note.

"Original Master Senior Lien Resolution" means the Resolution adopted by the District on April 6, 1995 relating to the issuance of the Bonds, which previously provided for the issuance by the District from time to time of Bonds, as provided therein, which Original Master Senior Lien Resolution has been amended and restated in its entirety by the Master Senior Lien Resolution.

"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 2016 Note, the Series 2017 Note and the Series 2018 Bonds.

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

"Prepayment Fee" is defined as set forth in the Note.

"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 Gateway Village-900 Building, NC1-026-06-06, 900 W. Trade St., Charlotte, NC 28255, or such other office as the Lender may designate to the Port Authority in writing.

"Rate Lock Agreement" shall mean that certain Rate Lock Agreement by and between the District and the Lender, for the purpose of setting in advance the interest rate for the Note, which agreement shall be in substantially the form attached hereto as Exhibit E which is hereby incorporated herein by reference.

"Refunded Note" means the District's Revenue Refunding Note, Series 2018 issued June 29, 2018.

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

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

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

"Series 2018 Bonds" means the District's Revenue Bonds, Series 2018A and 2018B, dated September 19, 2018, issued pursuant to the Original Master Senior Lien Resolution.

"Total Debt Service" shall have the meaning assigned to such term in the Escrow Deposit Agreement.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

**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.

**SECTION 303. Issuance of Note on Parity.** In order to preserve and promote port development and in order to provide near term debt service relief by extending the period for debt service payments, 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; Escrow Deposit Agreement.**

A. The Refunding is hereby authorized to be financed with the proceeds of the Note and the defeasance 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, verification fees, and Escrow Holder fees.

B. Simultaneously with the delivery of the Note to the Lender, the District will enter into the Escrow Deposit Agreement in substantially the form attached hereto as Exhibit D with the Escrow Holder, which Escrow Holder is hereby appointed to act in such capacity pursuant to the Escrow Deposit Agreement. The Chief Financial Officer of the District is authorized to consult with the Financial Advisor regarding the investment of the funds subject to the Escrow Deposit Agreement and is authorized to instruct the Escrow Holder to invest in Treasury Securities – State and Local Government Series (SLGS) or to have the Escrow Holder hold such funds as cash. At the time the Escrow Deposit Agreement is executed, the District will furnish to the Escrow Holder appropriate documentation, including a verification report from the a qualified verification agent, to demonstrate that the sum being deposited with the Escrow

Holder pursuant to this Resolution, together with other funds deposited into the Escrow Account pursuant to the provisions of the Escrow Deposit Agreement, together with investment earnings thereon, shall be equal to the Total Debt Service for the Refunded Note and that such moneys and the investments to be made pursuant to the Escrow Deposit Agreement will be sufficient to produce the moneys required to make all payments described in the Escrow Deposit Agreement for the full and complete refunding and defeasance of the Refunded Note. The District hereby authorizes a notice of defeasance relating to the defeasance of the Refunded Note to be given in accordance with the Escrow Deposit Agreement and Section 9.06 of the Master Senior Lien Resolution.

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

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

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

**SECTION 308. 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 309. 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 through the assistance of the Port Authority's Financial Advisor. 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 2021," in the initial aggregate principal amount of not exceeding \$13,000,000 as security for the Loan, for the purpose of financing with the proceeds thereof, the cost of the Refunding. The Note shall be secured and payable as provided in Sections 305 and 601 hereof. The final principal amount of the Note shall be fixed upon its issuance in accordance herewith.

**SECTION 402. Description of Note.**

A. The Note shall be issuable as a fully registered Note in the initial Authorized Denomination of the full principal amount of the Note, such principal amount to be determined and as set forth herein 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 Interest Rate shall be fixed as set forth on the executed Note, subject to adjustment to the Default Rate as set forth in the Note, only upon the occurrence and continuance of Event of Default or upon the reduction of the ratings by a Rating Agency as described in Section 607 hereof.

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 360-day year consisting of twelve 30-day months. The Interest Rate for the Note shall not be greater than 1.25% and the Chief Financial Officer of

the District is authorized to consult with the Financial Advisor to set the Interest Rate for the Note and to execute and deliver the Rate Lock Agreement in substantially the form attached hereto as Exhibit E with the Lender in order to fix the Interest Rate from the period after adoption of this Resolution through the date of the issuance of the Note which is expected to occur on or about April 27, 2021.

D. Principal, Prepayment Fee, if any and interest on the Note shall be payable to the registered Noteholder thereof in lawful money of the United States of America constituting immediately available funds, and shall be paid either (as selected by the District) by automatic debit of an account of the District maintained by the District with the Lender or by wire transfer by the District to the Lender in accordance with wire transfer instructions provided by the Lender to the District. Upon final payment of all amounts due from the District to the Lender hereunder and under the Note, 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. If the date for payment of the principal of, premium, if any, or interest on the Note shall be a day which is not a Business Day, then the date for such payment shall be the next succeeding date which is a Business Day, and payment on such day on the Note shall have the same force and effect as if made on the nominal date of payment.

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

G. 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 fifteen (15) days the Noteholder may impose, and the District shall pay, a late fee on any due and unpaid principal and interest on the Note equal to 4% of the unpaid amount.

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

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

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

B. The Chief Financial Officer 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. If any officer whose signature appears on the Note ceases to hold office before the delivery of the Note, his or her signature shall nevertheless be valid and sufficient for all purposes. In addition, the Note may bear the signature of, or may be signed by, such persons as at the time of execution of such Note shall be the proper officers to sign such Note although at the date of such Note or the date of delivery thereof such persons may not have been such officers.

D. The Chairman, the Secretary-Treasurer, the Chief Financial Officer and the Port Director of the Port Authority are each designated agents of the District and the Port Authority in connection with the issuance and delivery of the Note and with the Refunding and are authorized and empowered, collectively or individually, to take all actions and steps and to execute and deliver any and all instruments, documents or contracts, 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.

E. U.S. Bank, National Association is hereby appointed as Escrow Holder.

**SECTION 405. Registration and Exchange of Note; Persons Treated as Noteholder; Transfers.** 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.

The Lender has represented in its proposal to the District that the Lender is purchasing the Note for its own account without a current intent to transfer or assign the Note; however, the Lender has reserved the right and the District agrees, that the Lender, in its sole discretion, may assign, or sell, the Note without the consent of the District in whole and not in part in its Authorized Denomination to an "Accredited Investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder. The Lender shall comply with all applicable securities laws at the time of such sale, assignment or transfer.

**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 (i) 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, verification and Escrow Holder fees, and such other expenses as may be necessary or incidental for the issuance of the Note and (ii) to defease and refund the Refunded Note as set forth in the Escrow Deposit Agreement, shall be set aside by the Port Authority and used to pay such expenses.

B. Proceeds from the sale of the Note, shall, simultaneously with the delivery of the Note to the Lender, be applied by the District in an amount which, together with investment earnings thereon, and together with any other legally available funds of the District which may be contributed, if any, will be equal to the Total Debt Service on the Refunded Note when due in accordance with the schedules to be attached to the Escrow Deposit Agreement. Such funds shall be transferred to the Escrow Holder for deposit into the Escrow Account created and established pursuant to the Escrow Deposit Agreement. Such funds shall be used and applied pursuant to and in the manner described in such Escrow Deposit Agreement to pay principal and interest on the Refunded Note and any costs with respect thereto.

## **ARTICLE V. OPTIONAL PREPAYMENT**

The Note may be redeemed and prepaid in whole or in part on any date with five (5) days' prior written notice to the Lender. The redemption and early payment shall be in an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment plus the Prepayment Fee as further defined and set forth in the Note.

## **ARTICLE VI. PARTICULAR COVENANTS AND PROVISIONS**

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

A. The Port Authority covenants that it will promptly pay the principal of and the interest on the Note issued under the provisions of this Resolution at the places, on the dates

and in the manner provided herein and in the Note according to the true intent and meaning thereof.

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

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

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

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

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

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

**SECTION 603. Deposits to Pay Debt Service on the Note.** The Port Authority hereby covenants to timely provide payments into the funds and accounts created pursuant to the Master Senior Lien Resolution in order to take into account the Bond Service Requirement 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 after 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 as described and set forth in Section 3.08 of the Master Senior Lien Resolution. Upon the request of the Noteholder the Port Authority shall also provide the Noteholder a copy its annual budget and any amendments thereto, together with any other available information the Noteholder may reasonably request.

**SECTION 607. Ratings.** At any time the Note is Outstanding and held by the Lender and Rating Agency ratings are in effect for any senior lien debt of the District, the District shall maintain a minimum investment grade Rating Agency rating by any one of the three nationally-recognized securities ratings agencies (BBB-, Baa3 or equivalent). In the event such Rating Agency then providing such rating drops the rating below investment grade (BBB-, Baa3 or equivalent), the interest rate on the Note will immediately and automatically increase to the Default Rate until the District receives or reinstates an investment grade rating from a Rating Agency. The District does not covenant or agree to maintain a Rating Agency rating for any of its outstanding senior lien Bonds and may choose in its discretion not to maintain a rating from any Rating Agency. In the event that the District so chooses not to maintain a Rating Agency rating on its senior lien debt and therefore no rating from a Rating Agency is being provided, then the Lender shall no longer be advised regarding whether a minimum investment grade rating is provided by a Rating Agency and the interest rate increase for the Note set forth in this Section 607 shall no longer be in force and effect. A reduction below the minimum investment grade Rating Agency rating by the District shall not constitute an event of default.

**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: Bank of America, N.A.  
601 Creighton Road  
Pensacola, Florida 32504  
Attention: Joe Miller, Senior Vice President

Bank of America, N.A.  
Gateway Village-900 Building  
NC1-026-06-06  
900 W Trade St  
Charlotte, NC 28255

Any party named in this Section 901 may, by notice given to the other, designate any additional or different addresses or contacts 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. [Reserved].**

**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. In any litigation arising hereunder the prevailing party shall be entitled to recover its attorney's fees. 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 and the Lender (by acceptance and purchase of the Note) consent 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 District of all relevant facts and the action being taken or proposed to be taken by the District 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. Lender's 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 by its acceptance of the Note does knowingly, voluntarily and intentionally waive 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 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.

**SECTION 914. U.S. QFC Resolution.** (a) In the event that the Lender becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of the Note (and any interest and obligation in or under the Note and any property securing the Note) from the Lender will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime in that the Note is governed by the laws of the United States and the State of Florida. In the event that the Lender (or a BHC Act Affiliate of the Lender) becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party undertaken by the District with respect to the Resolution or the Note are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime in that the Note is governed by the laws of the United States and the State of Florida. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) Currently, the District has no Default Right against the Lender under the Resolution or the Note. Should the District obtain Default Rights against the Lender, notwithstanding anything to the contrary in the Resolution, the Note or any related agreement, but subject to the requirements of paragraph (a), the District shall not be permitted to exercise any Default Right against the Lender with respect to this Resolution or the Note that is related, directly or indirectly, to a BHC Act Affiliate of the Lender becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of the Lender has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against the Lender with respect to this Resolution or the Note shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

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Approved and adopted by the Tampa Port Authority as the governing body of the Hillsborough County Port District, Florida on April 20, 2021.

**HILLSBOROUGH COUNTY PORT  
DISTRICT, FLORIDA**

By: \_\_\_\_\_  
Chairman, Tampa Port Authority

Attest:

By: \_\_\_\_\_  
Secretary/Treasurer

[Signature Page to Resolution for Revenue Refunding Note, Series 2021]

EXHIBIT A TO SUPPLEMENTAL RESOLUTION

FORM OF NOTE

ANY NOTEHOLDER SHALL, PRIOR TO BECOMING A NOTEHOLDER, PROVIDE EVIDENCE TO THE DISTRICT 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  
REVENUE REFUNDING NOTE, SERIES 2021

<u>PRINCIPAL SUM</u>	<u>INTEREST RATE</u>	<u>FINAL MATURITY DATE</u>	<u>DATE OF ISSUANCE</u>
\$_____	____% (subject to adjustment as described herein)	June 1, 2026	April __, 2021

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 Bank of America, N.A., a national banking association with a principal office in Tampa, Florida 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 thereon on each June 1 and December 1 (each an "Interest Payment Date"), commencing on June 1, 2021, until such Principal Sum shall have been paid. The Principal Sum hereof shall be payable in annual installments due on June 1, commencing June 1, 2021 and continuing until such time as the Principal Sum shall have been paid, as set forth on Schedule 1 hereto, and on June 1, 2026 the entire outstanding and unpaid principal hereof and interest thereon shall be due and payable in full. 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. If the date for payment of the principal of, premium, if any, or interest on this Note shall be a day which is not a Business Day, then the date for such payment shall be the next succeeding date which is a Business Day, and payment on such day on this Note shall have the same force and effect as if made on the nominal date of payment.

This Note and the interest hereon is payable solely from and secured by 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, including, without limitation,

all moneys and investments deposited in such funds and accounts, but excluding monies held in the Rebate Account (the "Pledged Funds"), as the Pledged Funds are more particularly described and defined in the Resolution adopted by the Port Authority on August 21, 2018, as supplemented and amended from time to time (the "Master Senior Lien Resolution"), particularly as supplemented by the resolution adopted by the Port Authority on April 20, 2021, authorizing the issuance of this Note (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 2016, dated March 3, 2016, the District's Revenue Refunding Note, Series 2017, dated June 1, 2017, and the District's Revenue Bonds, Series 2018A and 2018B, each dated September 19, 2018, and with any other additional parity bonds hereafter issued pursuant to the Resolution, except as provided in the Master Senior Lien 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. All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto pursuant to the Master Senior Lien Resolution and the Supplemental Resolution.

This Note has been authorized to provide funds, which may be together with certain other funds of the District, to refund the District's outstanding Revenue Refunding Note (Tampa Port Authority Project), Series 2018 dated June 29, 2018, 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.

The Interest Rate on this Note shall be calculated on the basis of a 360 day year consisting of twelve 30-day months. The Noteholder shall provide to the Port Authority upon request such documentation to evidence the amount of interest due on this Note. 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 under applicable law.

All payments made by the Port Authority hereon shall apply first to accrued interest, then to amounts due hereunder other than principal, and finally to the principal amount of this Note. For any payment hereunder that is more than 15 days late, the Noteholder may impose, and the District shall pay, a late fee against the District equal to 4% of the amount of the late payment.

The Port Authority may prepay and redeem this Note as a whole or in part, on any date, by paying to the Noteholder all or part of the principal amount of this Note to be prepaid,

together with the Prepayment Fee described below and any unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment. Any partial prepayment shall be applied in inverse order of the principal payments due hereunder.

The Prepayment Fee will be equal to the present value (discounted by the Reinvestment Rate) of the difference, if positive, between:

(a) the sum of the interest payments that would have accrued on each prepaid installment of principal at a fixed interest rate for such installment equal to \_\_\_\_% [to be completed prior to closing with the sum of the Swap Rate as of the date the fixed rate is set plus 25 basis points], as if the prepayment by the Port Authority had not been made, less.

(b) the sum of the interest payments that would have accrued on each prepaid installment of principal at a fixed interest rate for such installment equal to the Reinvestment Rate, as if the prepayment by the Port authority had not been made.

(i) "Reinvestment Rate" means with respect to each prepaid installment of principal, the Swap Rate, on the date the Prepayment Fee is calculated by the Lender, for an interest rate swap having a term corresponding to the period of time remaining until from the prepayment date until the date such principal installment was scheduled to be paid, interpolated on a linear basis, if necessary, and

(ii) "Swap Rate" means, as of any date, the offered U.S. Dollar interest rate swap rate that a fixed rate receiver would receive in return for paying a floating rate equal to the three month Libor (or a comparable or a successor rate approved by the Bank) determined by the Bank on such date by reference to the Bloomberg service or such other similar data source then used by the Bank for determining such rate.

Each prepayment of this Note shall be made on such date and in such principal amount as shall be specified by the Port Authority in a written notice delivered to the Noteholder at least five (5) days prior thereto specifying the principal amount of this Note to be prepaid and the date of such prepayment. Notice having been given as aforesaid, the principal amount of this Note stated in such notice or the whole thereof, as the case may be, and the Prepayment Fee shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount then being paid. Upon prepayment of this Note in whole, the Noteholder shall return the cancelled Note to the Port Authority or shall otherwise provide evidence that this Note has been paid and cancelled. Upon prepayment of this Note in part, the Noteholder shall upon request provide written evidence to the Port Authority of such prepayment. If on the prepayment date moneys for the payment of the principal amount to be prepaid on such Note, together with interest to the prepayment date on such principal amount and the Prepayment Fee, shall have been paid to the Noteholder as above provided and if notice of prepayment shall have been given to the Noteholder as above provided, then from and after the prepayment date interest on such prepaid principal amount of such Note shall cease to accrue. If said moneys shall not have been

so paid on the prepayment date, such principal amount of such Note shall continue to bear interest until payment thereof at the rate as provided for in the Resolution and this Note.

As further described and determined in accordance with Section 607 of the Supplemental Resolution, the Default Rate shall apply if the long term credit rating assigned to the District or to any senior lien Bonds Outstanding under the Master Senior Lien Resolution (without regard to any credit or liquidity enhancement) falls below a certain rating category.

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.

In addition, as described in Section 607 of the Supplemental Resolution, the Default Rate shall apply if the long term credit rating assigned to the District or to any senior lien Bonds Outstanding under the Master Senior Lien Resolution (without regard to any credit or liquidity enhancement) falls below a certain rating category.

Upon an event of default or upon such reduction of the rating as aforesaid, the Default Rate of twelve percent (12%) (or such lower rate as is legally permissible if less than twelve percent) shall apply hereunder.

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.

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.

[Remainder of Page Intentionally Left Blank]

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: Chad W. Harrod  
Title: Chairman, Tampa Port Authority

ATTESTED AND COUNTERSIGNED:

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

**SCHEDULE 1 TO EXHIBIT A**

**HILLSBOROUGH COUNTY PORT DISTRICT  
SERIES 2021 REVENUE REFUNDING NOTE**

**AMORTIZATION SCHEDULE**

<u>Payment Date</u> <u>(June 1)</u>	<u>Principal Amount</u>
2021	
2022	
2023	
2024	
2025	
2026*	

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\* Final Maturity.

## EXHIBIT B TO SUPPLEMENTAL RESOLUTION

### FORM OF LENDER'S CERTIFICATE

This is to certify that BANK OF AMERICA, N.A., a national banking association (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 2021 (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. ("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 April 20, 2021, 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").

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.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

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 27th day of April, 2021.

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_

Name: Joe Miller

Title: Senior Vice President

[Signature Page | Lender's Certificate]

## EXHIBIT C TO SUPPLEMENTAL RESOLUTION

### FORM OF LENDER'S DISCLOSURE LETTER

BANK OF AMERICA, N.A., a national banking association (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 2021 (the "Note"), in the principal amount of \$\_\_\_\_\_. 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):

Mark E. Raymond Law: \$7,500

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. No origination fee to be charged by the Lender.

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: the costs of refunding the District's Revenue Refunding Note (Tampa Port Authority Project), Series 2018, maturing June 1, 2022.

Unless earlier redeemed, the Note is to be repaid by June 1, 2026. The interest rate on the Note is subject to adjustment under certain limited circumstances. However, based upon the assumption that such interest rate will be \_\_\_\_\_% and that the Note will be issued on April 27, 2021, total interest paid over the life of the Note 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 August 21, 2018, as supplemented by a resolution adopted on April 20, 2021 (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 April 27, 2021 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 the District during the life of the Note.

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

Bank of America, N.A.  
601 Creighton Road  
Pensacola, Florida 32504  
Attention: Joe Miller, Senior Vice President

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 27th day of April, 2021.

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_

Name: Joe Miller

Title: Senior Vice President

[Signature Page | Lender's Disclosure Certificate]

## EXHIBIT D TO SUPPLEMENTAL RESOLUTION

### FORM OF ESCROW DEPOSIT AGREEMENT

This ESCROW DEPOSIT AGREEMENT, dated as of [April 1], 2021, by and between the HILLSBOROUGH COUNTY PORT DISTRICT, HILLSBOROUGH COUNTY, FLORIDA, (known as PORT TAMPA BAY) (the "Issuer"), and U.S. BANK, NATIONAL ASSOCIATION, or its registered successors and assigns (the "Escrow Holder");

#### WITNESSETH:

WHEREAS, the Issuer has previously authorized and issued an obligation known as its Revenue Refunding Note Series 2018, dated June 29, 2018, maturing on June 1, 2022 (the "Refunded Note"), as to which Total Debt Service (as hereinafter defined) is set forth on Schedule A hereto; and

WHEREAS, the Issuer has determined to provide for payment of the Total Debt Service of the Refunded Note by depositing with the Escrow Holder an amount which together with interest earnings is at least equal to such Total Debt Service; and

WHEREAS, in order to obtain the funds needed for such purpose, the Issuer has authorized, and is, concurrently with the delivery of this Agreement, issuing its Revenue Refunding Note, Series 2021 (the "Series 2021 Note"); and

WHEREAS, the execution of this Escrow Deposit Agreement and full performance of the provisions hereof shall defease and discharge the Refunded Note within the meaning of Section 9.06 of the Master Senior Lien Resolution (as hereinafter defined);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Issuer and the Escrow Holder agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

- (a) "Agreement" means this Escrow Deposit Agreement.
- (b) "Annual Debt Service" means the principal of, redemption premium and interest on the Refunded Note coming due in such year as shown on Schedule A attached hereto and made a part hereof.
- (c) "Escrow Account" means the account hereby created and entitled Escrow Account established and held by the Escrow Holder pursuant to this Agreement, in which cash and investments will be held for payment of the principal of, premium, if any, and accrued interest on the Refunded Note as they become due and payable.

(d) "Escrow Requirement" means, as of any date of calculation, the amount in cash in the Escrow Account which will be sufficient to pay when due the Total Debt Service on the Refunded Note in accordance with Schedule A hereto.

(e) "Federal Securities" shall have the meaning ascribed thereto in the Master Senior Lien Resolution.

(f) "Master Senior Lien Resolution" means the Resolution adopted by the District on August 21, 2018 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.

(g) "Maturity Date" with respect to the Refunded Note shall mean June 1, 2022.

(h) "Refunded Note Supplemental Resolution" means the resolution adopted by the Issuer on June 19, 2018, authorizing the issuance of the Refunded Note.

(i) "Total Debt Service" means the sum of the principal and interest remaining unpaid with respect to the Refunded Note in accordance with Schedule A attached hereto.

SECTION 2. Deposit of Funds. The Issuer hereby deposits \$\_\_\_\_\_ with the Escrow Holder for deposit into the Escrow Account for the Refunded Note, which is in immediately available funds, which funds the Escrow Holder acknowledges receipt of, to be held in irrevocable escrow by the Escrow Holder separate and apart from other funds of the Escrow Holder and applied solely as provided in this Agreement. The Issuer represents that \$\_\_\_\_\_ of such funds are derived from the net proceeds of the Series 2021 Note and \$\_\_\_\_\_ of such funds are derived from the Issuer's other legally available funds. Based on a report verified by Robert Thomas CPA, LLC, such funds are at least equal to the Escrow Requirement as of the date of such deposit.

SECTION 3. Use and Investment of Funds. The Escrow Holder acknowledges receipt of the sum described in Section 2 and agrees:

(a) to hold the funds and investments purchased pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holder of the Refunded Note;

(b) to immediately invest \$\_\_\_\_\_ of such funds derived from the proceeds of the Series 2021 Note in the Federal Securities set forth on Schedule C attached hereto and to hold such securities and \$\_\_\_\_\_ of such funds in cash in accordance with the terms of this Agreement;

(c) in the event the securities described on Schedule C cannot be purchased, substitute securities may be purchased upon the written direction of the Issuer but only upon receipt of verification from an independent certified public accountant that the Federal Securities, the interest to be earned thereon, and the cash deposited in the Escrow Account will not be less than the Total Debt Service for the Refunded Note, and only upon receipt of an opinion of bond counsel that such securities constitute Federal Securities for purposes of this Agreement; and

(d) there will be no investment or reinvestment of funds except as set forth in this Section 3 and except as set forth in Section 5.

#### SECTION 4. Payment of Refunded Note and Expenses.

(a) Refunded Note. On the dates set forth on Schedule A hereto, the Escrow Holder shall transfer to the Paying Agent for the Refunded Note amounts in immediately available funds, which is a sum, including any other amounts paid by the Issuer, sufficient to pay the amounts then due on the Refunded Note on such date.

(b) Surplus. After making all of the payments from the Escrow Accounts described in subsection 4(a) above, the Escrow Holder shall retain in the Escrow Account any remaining cash in the Escrow Account in excess of the Escrow Requirement until the termination of this Agreement, and shall then pay any remaining funds to the Issuer.

(c) Priority of Payments. The holder of the Refunded Note shall have an express first lien on the funds in the Escrow Account until such funds are used and applied as provided in this Agreement.

#### SECTION 5. Reinvestment.

(a) Except as provided in Section 3 and in this Section 5, the Escrow Holder shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Federal Securities held hereunder.

(b) At the written direction of the Issuer and upon compliance with the conditions hereinafter stated, the Escrow Holder shall sell, transfer or otherwise dispose of any of the Federal Securities acquired hereunder and shall substitute other Federal Securities and reinvest any excess receipts in Federal Securities. Subsection 4(b) above notwithstanding, cash in excess of the Total Debt Service for the Refunded Note caused by substitution of Federal Securities shall, as soon as practical, be paid to the Issuer. Notwithstanding any provision of this Agreement to the contrary, no forward purchase agreement relating to the future reinvestment of cash held hereunder shall be executed unless the following condition is met; to the extent either Moody's Investors Service, Inc., Fitch Ratings, and/or Standard & Poor's Ratings Services have an outstanding rating on the Refunded Note, at least one of such rating agencies must give written confirmation that it will not lower or withdraw the rating as a result of the Issuer's

execution of such forward purchase agreement. In the event of any inconsistency between the terms and conditions of such forward purchase agreement and this Agreement, the terms and conditions of this Agreement shall control.

SECTION 6. Reserved.

SECTION 7. Responsibilities of Escrow Holder. The Escrow Holder and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the funds deposited therein, the retention of the Federal Securities, or the proceeds thereof or for any payment, transfer or other application of moneys or securities by the Escrow Holder in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Holder made in good faith in the conduct of its duties. The Escrow Holder shall, however, be responsible for its negligent or willful failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors hereunder. Notwithstanding any provision therein to the contrary, in no event shall the Escrow Holder be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Holder has been advised of the likelihood of such loss or damage and regardless of the form of action. The duties and obligations of the Escrow Holder may be determined by the express provisions of this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Holder. The Escrow Holder may consult with counsel, who may or may not be counsel to the Issuer, and in conclusive reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Holder shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer. The Escrow Holder may conclusively rely upon and shall be fully protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or documents in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Escrow Holder may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. Any payment obligation of the Escrow Holder hereunder shall be paid from, and is limited to funds available, established and maintained in hereunder and the Escrow Holder shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Holder shall not be responsible or liable for any failure or delay in the performance of its obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities. Computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Holder shall use

commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 8. Resignation of Escrow Holder. The Escrow Holder may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer and the Paying Agent for the Refunded Note not less than sixty (60) days before such resignation shall take effect. Such resignation shall not take effect until the appointment of and acceptance by a new Escrow Holder hereunder.

SECTION 9. Removal of Escrow Holder.

(a) The Escrow Holder may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one percentum (51%) in aggregate principal amount of the Refunded Note then outstanding, such instruments to be filed with the Issuer, and published by the Issuer once in a newspaper of general circulation in the territorial limits of the Issuer, and in a daily newspaper or financial journal of general circulation in the City of New York, New York, not less than sixty (60) days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument filed with the Issuer under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Holder.

(b) The Escrow Holder may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any material provisions of this Agreement with respect to the duties and obligations of the Escrow Holder by any court of competent jurisdiction upon the application of the Issuer or the holders of not less than five percentum (5%) in aggregate principal amount of the Series 2021 Note then outstanding, or the holders of not less than five percentum (5%) in aggregate principal amount of the Refunded Note then outstanding.

(c) The Escrow Holder may not be removed until a successor Escrow Holder has been appointed and has accepted its duties in the manner set forth herein.

SECTION 10. Successor Escrow Holder.

(a) If at any time hereafter the Escrow Holder shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Holder shall thereupon become vacant. If the position of Escrow Holder shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall appoint an Escrow Holder to fill such vacancy. The Issuer shall either (i) publish notice of any such appointment made by it once in each week for four (4) successive weeks in a newspaper of general circulation published in the territorial limits of the Issuer and in a daily newspaper or financial journal of general circulation in the Tampa, Florida, or (ii) mail a notice of any such appointment made by it to the Holder of the Refunded Note within thirty (30) days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, the holder of the Series 2021 Note then outstanding or a majority in principal amount of the Refunded Note then outstanding, by an instrument or concurrent instruments in writing, executed by either group of such bondholder and filed with the governing body of the Issuer, may appoint a successor Escrow Holder, which shall supersede any Escrow Holder theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to the predecessor Escrow Holder and to the Escrow Holder so appointed by the bondholder. In the case of conflicting appointments made by the bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Holder shall be made pursuant to the foregoing provisions of this section within sixty (60) days of giving notice of resignation or removal, the holder of the Refunded Note then outstanding, or any retiring Escrow Holder may apply to any court of competent jurisdiction to appoint a successor Escrow Holder. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Holder.

SECTION 11. Payment to Escrow Holder. The Escrow Holder hereby acknowledges that it has agreed to accept compensation under this Agreement for the total sum of \$\_\_\_\_\_, which the Issuer agrees to pay for services to be performed by the Escrow Holder pursuant to this Agreement, plus reasonable out-of-pocket expenses to be reimbursed at cost from legally available funds of the Issuer. If the Escrow Holder is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Holder's negligence or willful misconduct), the Escrow Holder shall notify the Issuer of the same in writing and the Issuer shall promptly pay the Escrow Holder for such extraordinary fees, costs and expenses reasonably and necessarily incurred in connection therewith.

SECTION 12. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Note has been paid and discharged in accordance with the proceedings authorizing the issuance Series 2021 Note and the refunding of the Refunded Note.

SECTION 13. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Holder to be performed should be determined by a court of competent jurisdiction to be contrary to law, notice of such event shall be sent to Moody's Investors Service and Standard & Poor's at the address set forth in Section 14, but such covenant or agreements herein contained shall be null and void and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 14. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Note and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all affected holders,

the Escrow Holder and the Issuer; provided, however, that the Issuer and the Escrow Holder may, without the consent of, or notice to, such holder, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Escrow Holder, for the benefit of the holders of the Series 2021 Note and the Refunded Note any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Holder; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Holder shall, at its option, be entitled to rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holder of the Refunded Note or that any instrument executed hereunder complies with the conditions and provisions of this Section. Prior written notice of such amendments, together with proposed copies of such amendments shall be provided to any rating agency then providing a rating on the Refunded Note.

SECTION 15. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 16. Governing Law. This Agreement shall be construed under the laws of the State of Florida without regard to conflict of law principles.

SECTION 17. Notice of Defeasance. The Issuer hereby irrevocably instructs the Escrow Holder, in its capacity as Paying Agent to mail, or cause to be mailed, to the registered owners of the Refunded Note, by first class mail, postage prepaid, as soon as practicable, and file, or cause to be filed, with the Municipal Securities Rulemaking Board ("MSRB"), in each case within ten (10) business days of the deposit and investment of moneys provided for in this Escrow Agreement, a notice of defeasance of the Refunded Note, substantially in the form attached hereto as Schedule B.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

**HILLSBOROUGH COUNTY PORT DISTRICT,  
FLORIDA**

(SEAL)

By: \_\_\_\_\_

Name: Chad W. Harrod

Title: Chairman, Port Tampa Bay

ATTEST:

By: \_\_\_\_\_

Name: Patrick H. Allman

Title: Secretary/Treasurer

[First Signature Page to Escrow Deposit Agreement]

U.S. BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Second Signature Page to Escrow Deposit Agreement]

## EXHIBIT E TO SUPPLEMENTAL RESOLUTION

### FORM OF RATE LOCK AGREEMENT

1. Hillsborough County Port District (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") has requested that Bank of America, N.A., a national banking association (the "Lender"), purchase the District's Revenue Refunding Note, Series 2021 (the "Note"). The issuance and purchase of the Note will occur on or after April 27, 2021 and on or before April 30, 2021 (the "Closing Date"), and the Note will be issued in the principal amount of \$\_\_\_\_\_, will bear interest at the rate payable on the dates and in the manner, will mature and will be repaid in installments of principal due on the dates and in the amounts, and will have such other terms and conditions, all as set forth in the Resolution adopted by the Port Authority on August 21, 2018, as supplemented and amended from time to time (the "Master Senior Lien Resolution"), particularly as supplemented by the resolution adopted by the Port Authority on April 20, 2021, authorizing the issuance of the Note (the "Supplemental Resolution") (collectively, the "Resolution") and in the form of the Note attached hereto as Exhibit A.

2. The District desires to obtain the agreement of the Lender that the Note will bear interest at a rate established by the Lender at this time. In response to the District's request, the Lender has agreed that the interest rate (the "Rate") for the Note will be \_\_\_\_% per annum.

3. The District understands that, if the Note is not issued by the District and delivered to the Lender by 4:00 p.m. Eastern Time on the Closing Date (such funding and delivery being referred to herein as the "Closing"), the Lender may suffer breakage costs and other losses, expenses and liabilities, including lost revenue and lost profits, as a result of having locked in the interest rate in advance. Accordingly, in consideration of the Lender's agreement to establish the Rate, in the event the Closing does not occur on the Closing Date for any reason other than the Lender's refusal to purchase the Note in breach of the terms and conditions hereof the District agrees to pay (i) to the Lender a breakage fee (the "Breakage Fee") as provided herein and (ii) to the Lender's attorney, his fee in the amount of \$7,500. Once the Closing occurs on the Closing Date, this Agreement will terminate.

4. The Breakage Fee will be determined on the assumption that the Note was issued on the Closing Date and were then immediately prepaid by the District in full, and as follows:

(i) The Lender will first determine the amount of interest which would have accrued each month for each Prepaid Installment (hereinafter defined) had it remained outstanding from the Closing Date until the Original Payment Date (hereinafter defined) using an interest rate equal to \_\_\_\_% [to be completed with the Swap Rate as of the date the fixed rate is set by the Lender plus 0.25%].

(ii) The Lender will then subtract from each monthly interest amount determined in (i), above, the amount of interest which would have accrued on each respective Prepaid Installment if it were reinvested from Closing Date through the Original Payment Date at an interest rate equal to the Swap Rate (hereinafter defined).

(iii) If (i) minus (ii) for a Prepaid Installment is greater than zero, the Lender will discount the monthly differences to the Closing Date using the applicable Swap Rate as the discount rate. The sum of the discounted monthly differences for each Prepaid Installment will be the Breakage Fee.

The following definitions will apply to the calculation of the Breakage Fee:

(i) "Original Payment Date" means each date on which principal is required to be paid as set forth in the Note.

(ii) "Prepaid Installment" means any amount of principal that is paid prior to its Original Payment Date.

(iii) "Swap Rate" means, as of any date, the offered U.S. Dollar interest rate that a fixed rate receiver would receive pursuant to an interest rate swap in return for paying a floating rate equal to the three month Libor, as determined by the Lender on such date by reference to the Bloomberg service or such other similar data source then used by the Lender for determining such rate, for an interest rate swap having a termination date the same as the Original Payment Date of the Prepaid Installment. If no termination date exactly corresponds to an Original Payment Date, the Swap Rate with respect thereto will be determined by linear interpolation between the dates most recently preceding and succeeding the Original Payment Date.

5. The District agrees that the Breakage Fee represents a reasonable estimate of the breakage costs and other losses, expenses and liabilities, including lost revenue and lost profits, that the Lender may suffer if the Closing does not occur on the Closing Date. The District agrees that the Lender's willingness to lock in the Rate in advance of the Closing Date is sufficient consideration for the District's agreement to pay the Breakage Fee. Any Breakage Fee will be due and payable in full on the day immediately following the Closing Date.

6. This Agreement shall be governed by Florida law. Any amount due under this Agreement which is not paid upon demand by the Lender shall bear interest until paid at the prime rate announced from time to time by the Lender plus five percentage points. The parties hereby waive trial by jury in any dispute between the parties concerning this Agreement. The prevailing party in any litigation (including any appeal) will be entitled to its reasonable attorneys' fees, including the allocated cost of in-house counsel.

7. The obligations of the District to the Lender hereunder shall be payable from amounts in the Revenue Fund pursuant to Section 3.04(10) of the Master Senior Lien Resolution.

8. The obligation of the Lender to purchase the Note is subject to the conditions that on or before the Closing Date the Lender shall have received the following:

(a) The executed opinion of Bond Counsel to the District in the form attached hereto as Exhibit B;

(b) The executed opinion of the District Attorney to the District in the form attached hereto as Exhibit C;

(c) A properly completed and executed IRS Form 8038-G with respect to the Note;

(d) A written instruction from the District to the Lender directing the Lender to pay the proceeds of the purchase of the Note to the District or a financial institution designated by the District;

(e) The fully executed Resolution and a copy of the executed Note;

(f) An incumbency certificate, executed by the Clerk of the District, certifying the names and title of the individuals authorized to execute the Note on behalf of the District and containing specimen signatures of such individuals.

9. The addresses of the Lender and District are set forth below.

Dated April 20, 2021.

Bank of America, N.A.

Hillsborough County Port District

By: \_\_\_\_\_

Name: Joe R. Miller

Title: Senior Vice President

Address: 601 Creighton Road  
Pensacola, FL 32504

By: \_\_\_\_\_

Name:

Title:

Address: 1101 Channelside Drive  
Tampa, FL 33602

**SUBJECT: COMPREHENSIVE SECURITY ASSESSMENT AND SECURITY PLAN RE-WRITE CONTRACT**

**BACKGROUND:**

Port Tampa Bay (PTB) is a regulated entity under the Maritime Transportation Security Act (MTSA) and maintains a required active Facility Security Plan (FSP) approved by the United States Coast Guard (USCG) pursuant to Federal regulations. The current PTB FSP is compliant, but dated, and requires an extensive re-write this calendar year due to significant changes in PTB operations and new Federal requirements since the original FSP. PTB was awarded a Federal Port Security Grant in the FY 2020 FEMA grant process to fund a Comprehensive Security Assessment and Security Plan Re-Write at a cost not to exceed \$300,000, with up to \$225,000 reimbursable to PTB after completion of the project.

**FACTS/COMMENTS:**

On February 17, 2021 in accordance with PTB policy, staff advertised a Request for Proposals (RFP) for qualified companies in the Tampa Bay Times, Florida Sentinel Bulletin, LaGaceta newspapers and electronically on the Demandstar eProcurement distribution system. Seventeen firms participated in the mandatory pre-proposal teleconference on February 25, 2021. On March 11, 2021, PTB received six responsive proposals. On March 22, 2021 the evaluation committee (Committee) consisting of Ken Washington, PTB Vice President & Chief Information Officer; Mark Dubina, PTB Vice President-Security, Norberto Sanchez, PTB Director of Facilities and Jorge Torres, PTB Director of Security & Safety; met to evaluate the proposals based on experience, qualifications, and cost of service. The Committee reviewed all proposals from the six companies, and ranked the proposers as follows:

	<b><u>Proposer</u></b>	<b><u>SBE %</u></b>
1.	Seebald Group, Inc.	100%
2.	Hudson Analytix, Inc.	15%
3.	Martinez and Company, Inc	100%
4.	G4S Security Solutions (USA)	9%
5.	Guidepost Solutions, LLC	50%
6.	IMEG Corp.	60%

PTB staff recommends the selection of Seebald Group, Inc. to perform a Comprehensive Security Assessment and Security Plan Re-Write for PTB, at a cost not to exceed \$267,680. Funding for this project was included in the approved FY 2021 Capital Budget.

**RECOMMENDATION:**

Authorize the President/CEO, or his designee, to negotiate a contract with Seebald Group, Inc. to provide services for a Comprehensive Security Assessment and Security Plan Re-Write at a cost not to exceed the proposed \$267,680, subject to review by Port counsel. The port will be reimbursed up to \$200,760 by the Federal Port Grant Program administered by FEMA following completion of the project, resulting in a final PTB expenditure in an amount of up to \$66,920; the 25% required matching contribution.

Board Meeting  
April 20, 2021  
Security #353868

**COMPREHENSIVE SECURITY ASSESSMENT AND  
SECURITY PLAN RE-WRITE**

**PROPOSAL EVALUATION SUMMARY**

**RFP NO. P-002-21**

	<b>Firm Names</b>					
<b>Committee Member</b>	<b>G4S Security Solutions (USA) Inc.</b>	<b>Guidepost Solutions LLC</b>	<b>Hudson Analytix, Inc.</b>	<b>IMEG Corp.</b>	<b>Martinez and Company, Inc.</b>	<b>Seebald Group, Inc.</b>
Evaluator #1	3.65	5.00	3.05	4.95	2.45	1.40
Evaluator #2	4.05	5.00	2.55	4.95	2.55	1.40
Evaluator #3	4.30	3.40	2.65	4.75	4.00	1.40
<b>Total</b>	<b>12.00</b>	<b>13.40</b>	<b>8.25</b>	<b>14.65</b>	<b>9.00</b>	<b>4.20</b>
<b>Ranking</b>	<b>4</b>	<b>5</b>	<b>2</b>	<b>6</b>	<b>3</b>	<b>1</b>

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

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

**PROPOSAL EVALUATION - RFP NO. P-002-21 COMPREHENSIVE SECURITY ASSESSMENT AND SECURITY PLAN RE-WRITE**

Evaluation Criteria		Weight	Firm Names					
			G4S Security Solutions (USA) Inc.	Guidepost Solutions LLC	Hudson Analytix, Inc.	IMEG Corp.	Martinez and Company, Inc.	Seebald Group, Inc.
1	<b>Qualifications / Experience of the Firm (i.e., responsible):</b> • Firm's understanding of the work to be performed in accordance with the Description of Services, specialized experience and/or qualifications for these tasks (Section B, Paragraphs 1.2 and 1.3).	25%	4	5	2	6	3	1
2	<b>Qualifications / Experience of the Key Personnel:</b> • Individual qualifications of Key Personnel (project manager and supervisory personnel) who will specifically perform and/or oversee the work for specific tasks or area(s) of discipline as outlined in the Description of Services. • Identify Key Personnel associated with the projects profiled in Form 6 who are employed with the firm and performing similar work. • Accessibility of Key Personnel who will perform and/or manage PTB's contract work.	25%	3	5	4	6	2	1
3	<b>Technical Approach:</b> • Describe how the project will be commenced, initial procedures, the collection of data, methodology, scheduling, time frames, coordination and administration of the project. • Describe the approach and tool sets to be used to successfully accomplish the required scope of work. • Provide an estimate of consultant and PTB man-hours to accomplish deliverables. • Provide any other information, qualifications, or experience that you may consider significant, innovative, pertinent, or otherwise relevant for PTB's consideration.	15%	3	5	2	6	4	1
4	<b>Pricing &amp; Staffing Fee Schedule:</b> • Cost of the contract (Form 7 – Fee Schedule).	20%	4	6	5	2	1	3
5	<b>Responder's Overall Responsiveness:</b> • Completeness and clarity of Questionnaire / Form 6 responses as they specifically reflect understanding of the project requirements and provide concise details accordingly. • Consideration of past performance (including references) • Response meets requirements outlined in Section A; Paragraph 3.0 and Section B; Paragraphs 1.2 and 1.3. Response is bound and presented in exactly the order requested and includes only data requested.	10%	4	5	2	6	3	1
6	<b>Volume of Work:</b> • The objective is effecting an equitable distribution of contracts among qualified firms. Points are based on actual fees PTB paid to firms with the past three (3) years.	5%	5	1	1	1	2	1
<b>Total:</b>		<b>100%</b>	<b>3.65</b>	<b>5.00</b>	<b>3.05</b>	<b>4.95</b>	<b>2.45</b>	<b>1.40</b>

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

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

**Evaluator Printed Name:** Evaluator # 1

**Date:** 3/22/2021

**Evaluator Signature:** (On File)

**PROPOSAL EVALUATION - RFP NO. P-002-21 COMPREHENSIVE SECURITY ASSESSMENT AND SECURITY PLAN RE-WRITE**

		Firm Names						
Evaluation Criteria		Weight	G4S Security Solutions (USA) Inc.	Guidepost Solutions LLC	Hudson Analytix, Inc.	IMEG Corp.	Martinez and Company, Inc.	Seebald Group, Inc.
1	<b>Qualifications / Experience of the Firm (i.e., responsible):</b> • Firm's understanding of the work to be performed in accordance with the Description of Services, specialized experience and/or qualifications for these tasks (Section B, Paragraphs 1.2 and 1.3).	25%	4	5	2	6	3	1
2	<b>Qualifications / Experience of the Key Personnel:</b> • Individual qualifications of Key Personnel (project manager and supervisory personnel) who will specifically perform and/or oversee the work for specific tasks or area(s) of discipline as outlined in the Description of Services. • Identify Key Personnel associated with the projects profiled in Form 6 who are employed with the firm and performing similar work. • Accessibility of Key Personnel who will perform and/or manage PTB's contract work.	25%	4	5	2	6	3	1
3	<b>Technical Approach:</b> • Describe how the project will be commenced, initial procedures, the collection of data, methodology, scheduling, time frames, coordination and administration of the project. • Describe the approach and tool sets to be used to successfully accomplish the required scope of work. • Provide an estimate of consultant and PTB man-hours to accomplish deliverables. • Provide any other information, qualifications, or experience that you may consider significant, innovative, pertinent, or otherwise relevant for PTB's consideration.	15%	4	5	2	6	3	1
4	<b>Pricing &amp; Staffing Fee Schedule:</b> • Cost of the contract (Form 7 – Fee Schedule).	20%	4	6	5	2	1	3
5	<b>Responder's Overall Responsiveness:</b> • Completeness and clarity of Questionnaire / Form 6 responses as they specifically reflect understanding of the project requirements and provide concise details accordingly. • Consideration of past performance (including references) • Response meets requirements outlined in Section A; Paragraph 3.0 and Section B; Paragraphs 1.2 and 1.3. Response is bound and presented in exactly the order requested and includes only data requested.	10%	4	5	2	6	3	1
6	<b>Volume of Work:</b> • The objective is effecting an equitable distribution of contracts among qualified firms. Points are based on actual fees PTB paid to firms with the past three (3) years.	5%	5	1	1	1	2	1
<b>Total:</b>		<b>100%</b>	<b>4.05</b>	<b>5.00</b>	<b>2.55</b>	<b>4.95</b>	<b>2.55</b>	<b>1.40</b>

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

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

**Evaluator Printed Name:** Evaluator # 2

**Date:** 3/22/2021

**Evaluator Signature:** (On File)

**PROPOSAL EVALUATION - RFP NO. P-002-21 COMPREHENSIVE SECURITY ASSESSMENT AND SECURITY PLAN RE-WRITE**

Evaluation Criteria		Weight	Firm Names					
			G4S Security Solutions (USA) Inc.	Guidepost Solutions LLC	Hudson Analytix, Inc.	IMEG Corp.	Martinez and Company, Inc.	Seebald Group, Inc.
1	<b>Qualifications / Experience of the Firm (i.e., responsible):</b> • Firm's understanding of the work to be performed in accordance with the Description of Services, specialized experience and/or qualifications for these tasks (Section B, Paragraphs 1.2 and 1.3).	25%	4	3	2	6	5	1
2	<b>Qualifications / Experience of the Key Personnel:</b> • Individual qualifications of Key Personnel (project manager and supervisory personnel) who will specifically perform and/or oversee the work for specific tasks or area(s) of discipline as outlined in the Description of Services. • Identify Key Personnel associated with the projects profiled in Form 6 who are employed with the firm and performing similar work. • Accessibility of Key Personnel who will perform and/or manage PTB's contract work.	25%	4	3	2	6	5	1
3	<b>Technical Approach:</b> • Describe how the project will be commenced, initial procedures, the collection of data, methodology, scheduling, time frames, coordination and administration of the project. • Describe the approach and tool sets to be used to successfully accomplish the required scope of work. • Provide an estimate of consultant and PTB man-hours to accomplish deliverables. • Provide any other information, qualifications, or experience that you may consider significant, innovative, pertinent, or otherwise relevant for PTB's consideration.	15%	5	3	2	6	4	1
4	<b>Pricing &amp; Staffing Fee Schedule:</b> • Cost of the contract (Form 7 – Fee Schedule).	20%	4	6	5	2	1	3
5	<b>Responder's Overall Responsiveness:</b> • Completeness and clarity of Questionnaire / Form 6 responses as they specifically reflect understanding of the project requirements and provide concise details accordingly. • Consideration of past performance (including references) • Response meets requirements outlined in Section A; Paragraph 3.0 and Section B; Paragraphs 1.2 and 1.3. Response is bound and presented in exactly the order requested and includes only data requested.	10%	5	2	3	4	6	1
6	<b>Volume of Work:</b> • The objective is effecting an equitable distribution of contracts among qualified firms. Points are based on actual fees PTB paid to firms with the past three (3) years.	5%	5	1	1	1	2	1
<b>Total:</b>		<b>100%</b>	<b>4.30</b>	<b>3.40</b>	<b>2.65</b>	<b>4.75</b>	<b>4.00</b>	<b>1.40</b>

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

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

**Evaluator Printed Name:** Evaluator # 3

**Date:** 3/22/2021

**Evaluator Signature:** (On File)

**SUBJECT: OFFICE SPACE LEASE AMENDMENT WITH VASTEC, INC.**

**BACKGROUND:**

Port Tampa Bay (PTB) and Vastec, Inc. (Vastec) entered into an Office Space Lease Agreement on October 1, 2011 (Lease), as amended, for approximately 11,804 sq.ft. of office space, located on the south side of the first floor in the Joseph Garcia International Center, 1101 Channelside Drive, Tampa, Florida. Vastec desires to amend the Lease to add two (2) Lease Extension Options, two (2) years each, which would commence on October 1, 2022.

**FACTS/COMMENTS:**

The terms for the Lease Amendment adding the Lease Extension Options are as follows:

The Office Lease expires on September 30, 2022 and Vastec has negotiated the following terms with PTB staff for the addition of two (2) lease extension options:

**Premises:** Approximately 11,804 sq.ft. of office space located at 1101 Channelside Drive, on the first floor of the Joseph Garcia International Center.

**Use:** Administrative, general and executive office use.

**Term:** **Addition of two (2)** – two (2) year Lease Extension Options with the first Lease Extension Option commencing on October 1, 2022 and ending September 30, 2024.

**Rent:** **First Extension Option** (10/01/2022 through 09/30/2024):  
Market Rental Rate, to be determined through appraisal

**Second Extension Option** (10/01/2024 through 09/30/2026):  
Market Rental Rate, to be determined through appraisal

**Other:** Basic janitorial services, utilities, common area maintenance and real estate taxes would be included in the Rent. Vastec would be solely responsible for its telecommunication and data/internet service. In addition, Vastec would perform any improvements to the Premises, at its sole cost and expense, upon approval of PTB.

**Public**

**Hearing:** A public hearing was held on April 8, 2021 and there were no comments.

**RECOMMENDATION:**

Authorize the Port President/CEO, or his designee, to enter into an office space lease amendment with Vastec, Inc., in accordance with terms set forth in this agenda item, subject to review by Port counsel.

Board Meeting  
April 20, 2021  
Real Estate 353828





PORT TAMPA BAY

1101 Channelside Drive  
Tampa, Florida 33602

# Memorandum

To: A. Paul Anderson  
President and CEO

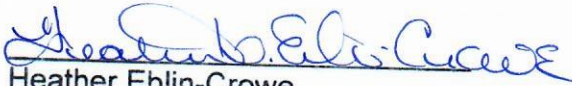
CC: Charles Klug  
Raul Alfonso

From: Heather Eblin-Crowe

Date: April 8, 2021


Subject: Vastec, Inc. - Lease Amendment - Public Hearing

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 Thursday, April 8, 2021 at 11:06 a.m. Attached is the transcription of the hearing along with copies of all exhibits.

  
Heather Eblin-Crowe  
Hearing Officer

Date 04/13/2021

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 with Vastec, Inc.

  
Craig Roberts  
Real Estate Project Manager

Date 4/12/2021

Attachments

**PUBLIC HEARING TRANSCRIPT**  
**April 8, 2021 at 11:06 a.m.**  
**Vastec, Inc. - Lease Amendment**

**ATTENDEES**

Craig Roberts – Port Tampa Bay  
Barbara Baity - Port Tampa Bay

**HEARING OFFICER**

Heather Eblin-Crowe

1 **MS. EBLIN-CROWE:**  
2

3 Good morning. Today is Thursday, April 8, 2021 and this public hearing is called  
4 to order at 11:06 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 **LEASE AMENDMENT WITH VASTEC, INC.**  
9

10 My name is Heather Crowe and I am employed by the Tampa Port Authority, doing  
11 business as Port Tampa Bay, and have been appointed by its Board of Commissioners  
12 to serve as a hearing officer at public hearings such as the one we are conducting today.  
13 Joining me today is Craig Roberts, Real Estate Project Manager, who will present the  
14 terms of this project.  
15

16 **MR. ROBERTS:**  
17

18 Port Tampa Bay and Vastec, Inc. entered into an Office Space Lease Agreement  
19 on October 1, 2011, as amended, for approximately 11,804 sq.ft. of office space, located  
20 on the south side of the first floor in the Joseph Garcia International Center, 1101  
21 Channelside Drive, Tampa, Florida. Vastec desires to amend the Lease to add two (2)  
22 Lease Extension Options of two (2) years each. The terms for the Lease Amendment  
23 adding the Lease Extension Options are as follows:  
24

25 The Premises is approximately 11,804 square feet of office space located at 1101  
26 Channelside Drive, Tampa, Florida and would be used solely for general and executive  
27 office use.  
28

29 The Lease would be amended to add two (2) Lease Extension Options of two (2)  
30 years each. The first Lease Extension Option would commence on October 1, 2022 and  
31 ends September 30, 2024. The second Lease Extension Option would commence on  
32 October 1, 2024 and end on September 30, 2026.  
33

34 The Rent for the Lease, excuse me, the Rent for the First Lease Extension Option  
35 and Second Lease Extension Option would be the Market Rental Rate, which would be  
36 determined through an appraisal or agreement by the parties.  
37

38 Vastec would take the Premises "AS-IS" in all respects. All appropriate  
39 environmental restrictions would be applied to the Lease, including, without limitation,  
40 odor and emissions control as required in the vicinity of the Premises.  
41

42 Vastec would be responsible for all improvements to the Premises and agrees to  
43 take the Premises and all existing improvements "AS-IS", "WHERE-IS" and Vastec  
44 acknowledges that Port Tampa Bay disclaims and makes no representations or

1 warranties, expressed or implied, including, without limitation, suitability or fitness for a  
2 particular purpose or otherwise. In addition, Vastec would have the right to construct  
3 improvements, subject to prior review and acceptance by Port Tampa Bay.  
4

5 Vastec would be responsible for telephone and data communication and  
6 insurance. Vastec shall maintain the same insurance as provided for the existing lease  
7 agreement. Other lease terms such as maintenance provisions, utilities and janitorial  
8 service shall be as provided in the existing lease. Vastec shall comply with all seaport  
9 security laws and regulations, environmental laws and regulations and all other applicable  
10 regulations and laws.  
11

12 At this time, I would like to offer into the record Exhibit No. 1, which is the sketch  
13 of the office Premises and Exhibit No. 2 which is the Public Hearing Notice that appeared  
14 in the March 17, 2021 issue of the Tampa Bay Times advising of this Public Hearing.  
15 These are the only exhibits to be offered into the record.  
16

17 That is all.  
18

19 **MS. CROWE:**  
20

21 Thank you Mr. Roberts. I will accept the exhibits as presented - Exhibit No. 1, the  
22 sketch of the office Premises and Exhibit No. 2, the March 17, 2021 Tampa Bay Times  
23 Public Hearing Notice, and they will be entered into the record as presented.  
24

25 At this time we will take comments concerning this issue.  
26

27 Are there any comments? Hearing none.  
28

29 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 April 20,  
31 2021. The Staff recommendation will be available on April 13, 2021. If there is nothing  
32 else to come before this hearing, I declare this hearing closed at 11:10 a.m.  
33

34 I, Heather Eblin-Crowe, have read and approve the form of the attached transcript  
35 of the April 8, 2021 Public Hearing for the Lease Amendment with Vastec, Inc.  
36  
37

38 Dated this 13<sup>th</sup> day of April, 2021.  
39

40  
41 

42 Heather Eblin-Crowe  
43 Public Hearing Officer

**EXHIBIT NO. 2  
LEGAL AD – TAMPA BAY TIMES**

0000147282-01

**Tampa Bay Times  
Published Daily**

STATE OF FLORIDA  
COUNTY OF Hillsborough

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is Legal Advertising Representative 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: Public Hearing Notice, was published in Tampa Bay Times: 3/17/21 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 return for the purpose of securing this advertisement for publication in the said newspaper

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

I was personally described before me this 03/17/2021

  
\_\_\_\_\_  
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., April 8, 2021, before the Tampa Port Authority, c/o Port Tampa Bay at its offices located at 1101 Channelside Drive, Tampa, Florida 33602, to hear public comments regarding the following:

**VASTEC, INC. - LEASE AMENDMENT**

Additional information is available online at [www.tampaport.com](http://www.tampaport.com). All written comments and objections directed toward the foregoing matter should be filed with Port Tampa Bay, Real Estate Department, at 1101 Channelside Drive, Tampa, Florida 33602 by 12:00 noon on April 7, 2021. 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.

0000147282 03/17/2021

# SIGN-IN SHEET

## PUBLIC HEARING FOR

### LEASE AMENDMENT WITH VASTEC, INC.

Thursday, April 8, 2021 @ 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.	No attendees			
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

**SUBJECT: ONE YEAR EXTENSION OF FY2018-2021 NAVIGATIONAL IMPROVEMENTS (DREDGING) CONTRACT NO. 18-01518**

**BACKGROUND:**

Port Tampa Bay (PTB) maintains seventy-eight (78) berths and Port Sutton Channel. PTB annually dredges approximately 110,000 cubic yards (CY) from its berths and channel each year. The PTB Board approved a navigational improvements contract, Contract No. 18-01518 (Dredging Contract), with Orion Marine Construction, Inc. (Orion) at the August 2018 Board meeting for a three-year term expiring September 30, 2021. Historically, PTB dredges its berths and channel on a 3-year cycle.

PTB has multiple projects in the future that may require clean fill material. In an attempt to reduce, the costs of these projects PTB investigated alternate sources of fill material. PTB directed Ardaman and Associates, Inc. to conduct a sub-surface soil exploration of spoil disposal islands 2D and 3D (Islands) using borings to calculate the volume of suitable fill material that could be mined from them. Mining material from the Spoil Islands would have multiple benefits including the creation of suitable fill material as well as more capacity in the Islands for future dredge spoils. The study determined there was 750,000 CY of suitable material on Island 2D and 1,500,000 CY of suitable material on Island 3D.

**FACTS/COMMENTS:**

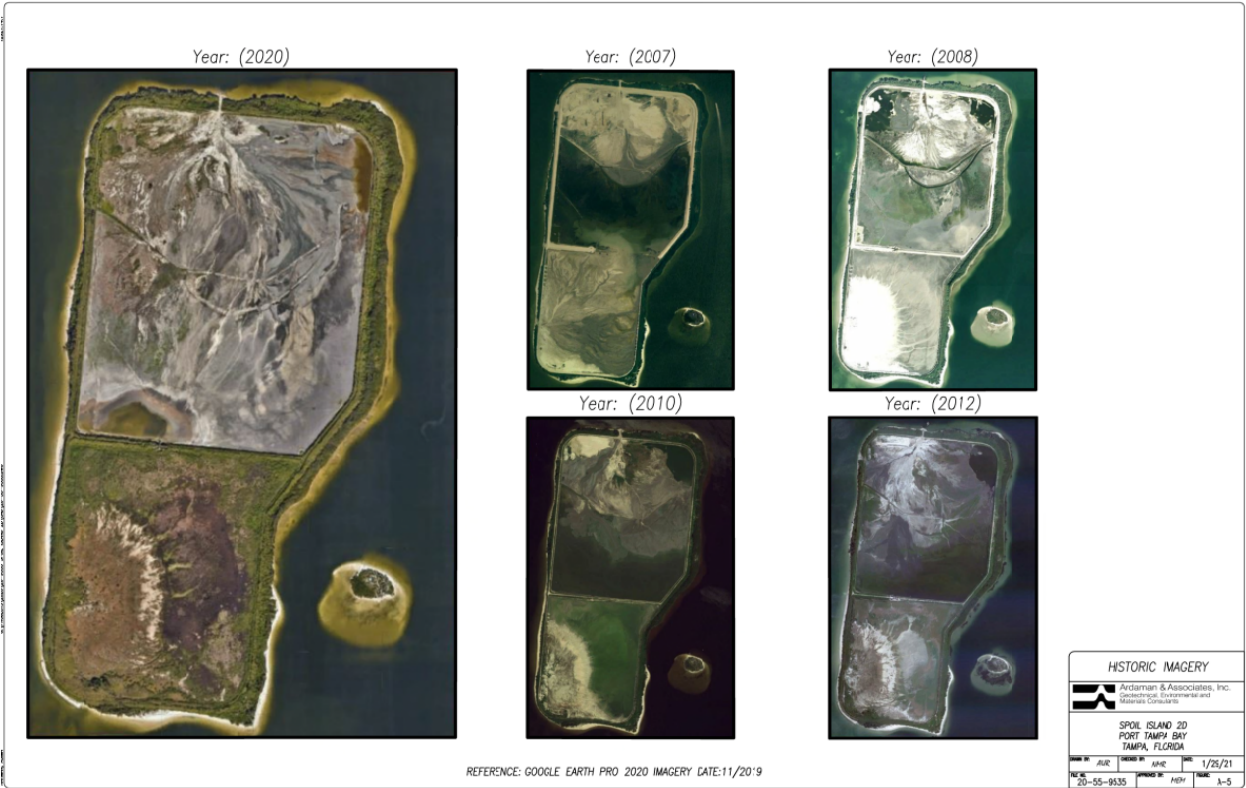
Staff has determined that the most economical way of mining the material on the Islands would be to utilize a dredging contractor since it would have most of the equipment necessary to perform mining of the material such as barges, tugs, and clamshell cranes. PTB desires to include the mining project in the next maintenance dredging contract. Consequently, staff recommends extending the Dredging Contract for a fourth year at the same contract terms and conditions, to allow time to prepare plans and specifications for mining material on the Islands in the next maintenance dredging contract.

Orion has performed good work as PTBs Maintenance Dredging Contractor. Staff recommends the contract be extended for a fourth and final year with PTB funding for the fourth year of dredging not to exceed \$3,000,000. Funds for this amount are included in the approved FY 2021 Capital Program.

**RECOMMENDATION:**

Authorize PTB President/CEO, or his designee, to execute an extension of the contract with Orion Marine Construction, Inc. for Navigational Improvements 2018-2021, Contract No. 18-01518, for one (1) additional year in an amount not to exceed \$3,000,000, subject to review by Port counsel.

Board Meeting  
April 20, 2021  
Engineering 353862



**SUBJECT: FINAL RANKING AND AGREEMENT FOR ENGINEERING CONSULTANT SERVICES FOR BERTH 214 UPLANDS DEVELOPMENT (CONTAINER TERMINAL) RFQ NO. Q-003-21, AGREEMENT NO. 21-01121**

**BACKGROUND:**

Last year Port Tampa Bay (PTB) staff submitted for and received a Federal MARAD Infra (Infrastructure) Grant, for \$19,862,930, to fund approximately \$59 million project to develop the Berth 214 container facilities. \$5.1 million of the grant will fund the Berth 214 uplands development (Container Terminal) with the remaining balance (\$14.8 million) funding the Berth 214 wharf and container gate. PTB has a 66.3% cost share (\$39 million) for this grant with \$13.2 million in matching state grants.

**FACTS/COMMENTS:**

PTB advertised a Request for Qualifications (RFQ) to perform the engineering services for the Berth 214 Container Terminal of approximately 30 acres on February 5, 2021 in the Tampa Bay Times, LaGaceta, Florida Sentinel Bulletin, as well as posted electronically on Onvia (DemandStar). On March 4, 2021, PTB received submittals from four firms. PTB's evaluation committee included David Nelson, Ports America Terminal Manager, Brian Giuliani, PTB Vice President of Operations, and Patrick Blair, PTB Director of Engineering. On March 19, 2021, the committee reviewed the proposals and ranked the firms as follows:

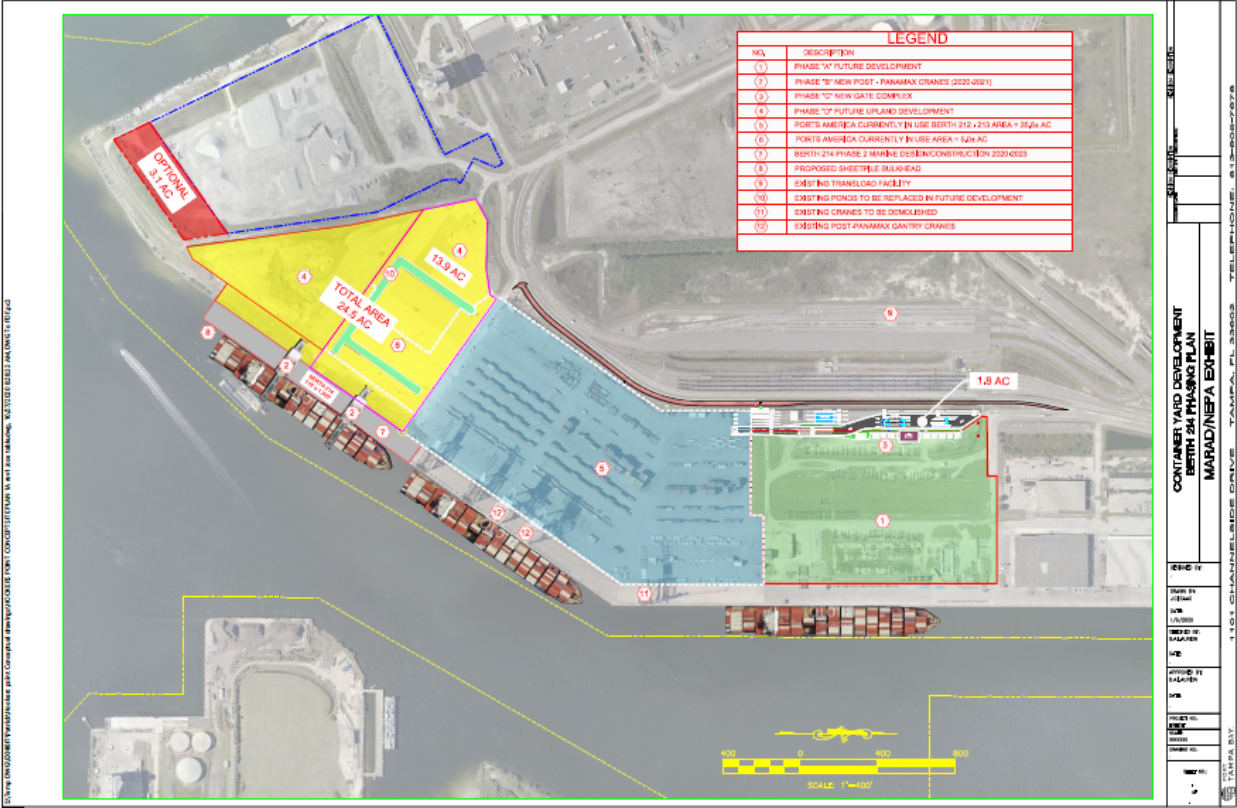
<b><u>Ranked</u></b>	<b><u>Firm Name</u></b>	<b><u>Office Location</u></b>	<b><u>SBE PARTICIPATION</u></b>
1	WSP USA Inc.	Tampa	9%
2	Schneider E&C Company Inc.	Tampa	9%
3	Stantec Consulting Service Inc.	Tampa	9%
4	HDR Engineering Inc.	Tampa	9%

PTB staff recommends the approval of this ranking and authorization to negotiate and execute an agreement for the engineering services for the Berth 214 Container Terminal in an amount not to exceed the \$1 million project budget, with the top ranked firm. The agreement would also include a thirty (30) day termination clause for the convenience of PTB. If an agreement cannot be reached with the top ranked firm, then negotiations would be terminated with that firm and PTB staff would commence negotiations with the next highest-ranked firm. The engineering services for the Berth 214 Container Terminal were included in the FY21 Capital Improvement Program in amount of \$1 million.

**RECOMMENDATION:**

Approve the final ranking of firms as shown in this agenda item for the Berth 214 Uplands Development - Engineering Services Agreement; RFQ NO. Q-003-21, Agreement No. 21-01121; authorize staff to negotiate an agreement with the top ranked firm in accordance with the terms listed in this agenda item; and authorize the Port President/ CEO, or his designee, to execute the negotiated agreement with project funding for FY 2021 in an amount not to exceed \$1,000,000, all subject to review by Port counsel. If an agreement cannot be reached with the top ranked firm, then negotiations would be terminated with that firm and PTB staff would commence negotiations with the next highest-ranked firm.

Board Meeting  
April 20, 2021  
Engineering 353836 v1



**ENGINEERING CONSULTANT SERVICES FOR BERTH 214  
UPLAND IMPROVEMENTS**

**PROPOSAL EVALUATION SUMMARY  
RFQ NO. Q-003-21; PROJECT NO. 21-01121**

Committee Member	Firm Names			
	HDR, Inc.	Schneider E&C	Stantec	WSP, Inc.
Evaluator #1	3.85	1.65	3.05	1.55
Evaluator #2	3.50	2.45	2.05	1.65
Evaluator #3	3.95	1.55	3.05	1.55
<b>Total</b>	<b>11.30</b>	<b>5.65</b>	<b>8.15</b>	<b>4.75</b>
<b>Ranking</b>	<b>4</b>	<b>2</b>	<b>3</b>	<b>1</b>

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

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

PROPOSAL EVALUATION - RFQ NO. Q-003-21 ENGINEERING CONSULTANT SERVICES FOR BERTH 214 UPLANDS DEVELOPMENT					
Evaluation Criteria	Weight	Firm Names			
		HDR, Inc.	Schneider E&C	Stantec	WSP, Inc.
<b>1</b> <b>Qualifications / Experience of the Firm (i.e., responsible):</b> <ul style="list-style-type: none"> <li>Detail experience and qualifications of the firm.</li> <li>Demonstrate the firm's full understanding of the work to be performed in accordance with the Description of Services and specialized experience and/or qualifications for these tasks (Section B; Paragraph 1.2 and 1.3).</li> <li>Specific credit will be given for proven experience in providing similar consulting services for Port or Maritime industry clients.</li> <li>Local presence - office location within fifty (50) miles of PTB.</li> </ul>	30%	4	2	3	1
<b>2</b> <b>Qualifications / Experience of Key Personnel:</b> <ul style="list-style-type: none"> <li>Detail experience and individual qualifications for key personnel (project manager, civil engineer, electrical engineer, supervisory personnel and key professional staff) who will specifically perform and/or oversee the work for specific tasks or areas of discipline as outlined in the Description of Services.</li> <li>Highlight key personnel qualifications, credentials, competence, experience and recent/current involvement in the various types of tasks proposed.</li> <li>Identify key personnel associated with the projects profiled in Form 6 who are still employed with the firm performing similar work and will be assigned to PTB's project.</li> <li>Identify the office location of each key personnel staff member. (Project Manager must reside in office located within fifty (50) miles of PTB.)</li> <li>Provide copies of State of Florida professional engineer licenses and other relevant licenses and certifications for key personnel team members.</li> </ul>	30%	4	1	3	2
<b>3</b> <b>Past Performance:</b> <ul style="list-style-type: none"> <li>Demonstrate past performance and record as it relates to the minimum qualifications and Description of Services in regard to projects of similar type, size and complexity.</li> <li>Consideration of references on major seaport projects or other similar marine projects.</li> <li>Evaluation of possible conflicts of interest as well as litigation resulting from any claim(s) of negligence (errors and/or omissions).</li> </ul>	15%	4	2	3	1
<b>4</b> <b>Schedule/Budget Requirements/Workload:</b> <ul style="list-style-type: none"> <li>Demonstrated willingness and ability to meet and adhere to project schedules and budget.</li> <li>Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.</li> </ul>	10%	4	1	3	2
<b>5</b> <b>Responder's Overall Responsiveness:</b> <ul style="list-style-type: none"> <li>Overall completeness, clarity and quality of the Proposal.</li> <li>Consideration of any other information, qualifications or experience that you may consider significant, innovative, pertinent or other relevant information.</li> </ul>	10%	2	3	4	1
<b>6</b> <b>Volume of Work: (PROVIDED BY PROCUREMENT)</b> <ul style="list-style-type: none"> <li>The objective is effecting an equitable distribution of contracts among qualified firms. Points are based on actual fees PTB paid to a firm with the past three (3) years.</li> </ul>	5%	5	1	2	4
<b>Total:</b>	<b>100%</b>	<b>3.85</b>	<b>1.65</b>	<b>3.05</b>	<b>1.55</b>

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

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

**Evaluator Printed Name:** Evaluator #1  
**Evaluator Signature:** (On File)

**Date:** 3/19/2021

PROPOSAL EVALUATION - RFQ NO. Q-003-21 ENGINEERING CONSULTANT SERVICES FOR BERTH 214 UPLANDS DEVELOPMENT					
Evaluation Criteria	Weight	Firm Names			
		HDR, Inc.	Schneider E&C	Stantec	WSP, Inc.
<b>1</b> <b>Qualifications / Experience of the Firm (i.e., responsible):</b> <ul style="list-style-type: none"> <li>Detail experience and qualifications of the firm.</li> <li>Demonstrate the firm's full understanding of the work to be performed in accordance with the Description of Services and specialized experience and/or qualifications for these tasks (Section B; Paragraph 1.2 and 1.3).</li> <li>Specific credit will be given for proven experience in providing similar consulting services for Port or Maritime industry clients.</li> <li>Local presence - office location within fifty (50) miles of PTB.</li> </ul>	30%	4	3	2	1
<b>2</b> <b>Qualifications / Experience of Key Personnel:</b> <ul style="list-style-type: none"> <li>Detail experience and individual qualifications for key personnel (project manager, civil engineer, electrical engineer, supervisory personnel and key professional staff) who will specifically perform and/or oversee the work for specific tasks or areas of discipline as outlined in the Description of Services.</li> <li>Highlight key personnel qualifications, credentials, competence, experience and recent/current involvement in the various types of tasks proposed.</li> <li>Identify key personnel associated with the projects profiled in Form 6 who are still employed with the firm performing similar work and will be assigned to PTB's project.</li> <li>Identify the office location of each key personnel staff member. (Project Manager must reside in office located within fifty (50) miles of PTB.)</li> <li>Provide copies of State of Florida professional engineer licenses and other relevant licenses and certifications for key personnel team members.</li> </ul>	30%	4	3	1	2
<b>3</b> <b>Past Performance:</b> <ul style="list-style-type: none"> <li>Demonstrate past performance and record as it relates to the minimum qualifications and Description of Services in regard to projects of similar type, size and complexity.</li> <li>Consideration of references on major seaport projects or other similar marine projects.</li> <li>Evaluation of possible conflicts of interest as well as litigation resulting from any claim(s) of negligence (errors and/or omissions).</li> </ul>	15%	3	2	3	1
<b>4</b> <b>Schedule/Budget Requirements/Workload:</b> <ul style="list-style-type: none"> <li>Demonstrated willingness and ability to meet and adhere to project schedules and budget.</li> <li>Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.</li> </ul>	10%	2	2	4	2
<b>5</b> <b>Responder's Overall Responsiveness:</b> <ul style="list-style-type: none"> <li>Overall completeness, clarity and quality of the Proposal.</li> <li>Consideration of any other information, qualifications or experience that you may consider significant, innovative, pertinent or other relevant information.</li> </ul>	10%	2	1	2	2
<b>6</b> <b>Volume of Work: (PROVIDED BY PROCUREMENT)</b> <ul style="list-style-type: none"> <li>The objective is effecting an equitable distribution of contracts among qualified firms. Points are based on actual fees PTB paid to a firm with the past three (3) years.</li> </ul>	5%	5	1	2	4
<b>Total:</b>	<b>100%</b>	<b>3.50</b>	<b>2.45</b>	<b>2.05</b>	<b>1.65</b>

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

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

**Evaluator Printed Name:** Evaluator #2

**Date:** 3/19/2021

**Evaluator Signature:** (On File)

PROPOSAL EVALUATION - RFQ NO. Q-003-21 ENGINEERING CONSULTANT SERVICES FOR BERTH 214 UPLANDS DEVELOPMENT					
Evaluation Criteria	Weight	Firm Names			
		HDR, Inc.	Schneider E&C	Stantec	WSP, Inc.
<b>1</b> <b>Qualifications / Experience of the Firm (i.e., responsible):</b> <ul style="list-style-type: none"> <li>Detail experience and qualifications of the firm.</li> <li>Demonstrate the firm's full understanding of the work to be performed in accordance with the Description of Services and specialized experience and/or qualifications for these tasks (Section B; Paragraph 1.2 and 1.3).</li> <li>Specific credit will be given for proven experience in providing similar consulting services for Port or Maritime industry clients.</li> <li>Local presence - office location within fifty (50) miles of PTB.</li> </ul>	30%	4	2	3	1
<b>2</b> <b>Qualifications / Experience of Key Personnel:</b> <ul style="list-style-type: none"> <li>Detail experience and individual qualifications for key personnel (project manager, civil engineer, electrical engineer, supervisory personnel and key professional staff) who will specifically perform and/or oversee the work for specific tasks or areas of discipline as outlined in the Description of Services.</li> <li>Highlight key personnel qualifications, credentials, competence, experience and recent/current involvement in the various types of tasks proposed.</li> <li>Identify key personnel associated with the projects profiled in Form 6 who are still employed with the firm performing similar work and will be assigned to PTB's project.</li> <li>Identify the office location of each key personnel staff member. (Project Manager must reside in office located within fifty (50) miles of PTB.)</li> <li>Provide copies of State of Florida professional engineer licenses and other relevant licenses and certifications for key personnel team members.</li> </ul>	30%	4	1	3	2
<b>3</b> <b>Past Performance:</b> <ul style="list-style-type: none"> <li>Demonstrate past performance and record as it relates to the minimum qualifications and Description of Services in regard to projects of similar type, size and complexity.</li> <li>Consideration of references on major seaport projects or other similar marine projects.</li> <li>Evaluation of possible conflicts of interest as well as litigation resulting from any claim(s) of negligence (errors and/or omissions).</li> </ul>	15%	4	2	3	1
<b>4</b> <b>Schedule/Budget Requirements/Workload:</b> <ul style="list-style-type: none"> <li>Demonstrated willingness and ability to meet and adhere to project schedules and budget.</li> <li>Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.</li> </ul>	10%	4	2	3	1
<b>5</b> <b>Responder's Overall Responsiveness:</b> <ul style="list-style-type: none"> <li>Overall completeness, clarity and quality of the Proposal.</li> <li>Consideration of any other information, qualifications or experience that you may consider significant, innovative, pertinent or other relevant information.</li> </ul>	10%	3	1	4	2
<b>6</b> <b>Volume of Work: (PROVIDED BY PROCUREMENT)</b> <ul style="list-style-type: none"> <li>The objective is effecting an equitable distribution of contracts among qualified firms. Points are based on actual fees PTB paid to a firm with the past three (3) years.</li> </ul>	5%	5	1	2	4
<b>Total:</b>	<b>100%</b>	<b>3.95</b>	<b>1.55</b>	<b>3.05</b>	<b>1.55</b>

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

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

**Evaluator Printed Name:** Evaluator #3

**Date:** 3/19/2021

**Evaluator Signature:** (On File)

**SUBJECT: APPROVE FINAL RANKING OF DESIGN/BUILD FIRMS FOR  
TRANSLoad FACILITY, RFQ NO. Q-002-21, PROJECT NUMBER NO.  
21-01021.**

**BACKGROUND:**

On January 1, 2021, Taylor Perry Warehouse & Distribution LLC, Inc. (Taylor Perry) entered into a lease agreement with Port Tampa Bay (PTB) to lease approximately 8.02 acres for the operation of a 77,000 square foot warehousing facility at the Hooker's Point Terminal.

As part of the terms of the lease agreement, Port Tampa Bay has agreed to design and construct the warehouse, comprised of approximately 15,000 square feet of climate controlled space and approximately 62,000 square feet of dry space. Expected improvements include loading dock, truck parking and rail track improvements necessary for the use of the warehouse as a distribution and transload facility.

**FACTS/COMMENTS:**

In accordance with PTB's procurement policy, staff advertised a Request for Qualifications (RFQ 02-21) in the Tampa Bay Times, Florida Sentinel Bulletin, and La Gaceta on January 15, 2021, as well as electronically on Demand Star (e-procurement database system) on January 22, 2021. On February 25, 2021 eight (8) firms submitted letters of interest and qualifications in response to the RFQ.

The evaluation committee (committee) which consisted of Mark MacDonald, CEO of Taylor Warehouse & Distribution LLC, Inc., Ron Glessing, PTB's Director of Real Estate; and Bruce Laurion, and PTB's VP of Engineering, reviewed the submittals and short-listed three (3) firms to present on their qualifications/experience of the firm, team and key personnel, building details, project schedule, and a cost estimate for the project including value engineering proposals.

On March 26, 2021 the committee heard presentations from the short-listed firms and ranked the firms as follows:

<b>Final Ranking of Firm (Location)</b>	<b>Proposed Schedule (months)</b>	<b>Cost Estimate (millions)</b>	<b>Proposed VE Options (millions)</b>	<b>Proposed SBE Participation</b>
1. Williams Company (Tampa)	16	\$13.70	\$2.22	20%
2. Gilbane Building Co (Tampa)	18	\$16.97	\$2.25	10%
3. Turner Construction (Tampa)	19	\$12.80	\$0.200	\$10%

Williams Company was the unanimous selection of the Committee as the number one (1) ranked firm. Williams Company proposed the shortest schedule with 16 months of construction and value engineering alternatives totaling \$2.2 million dollars.

Staff requests authorization to negotiate a Design-Build Agreement with Williams Company which would be brought back to the PTB Board for approval. If an Agreement cannot be reached with the highest ranked firm then negotiations would be terminated with that firm and negotiations would commence with the next highest ranked firm.

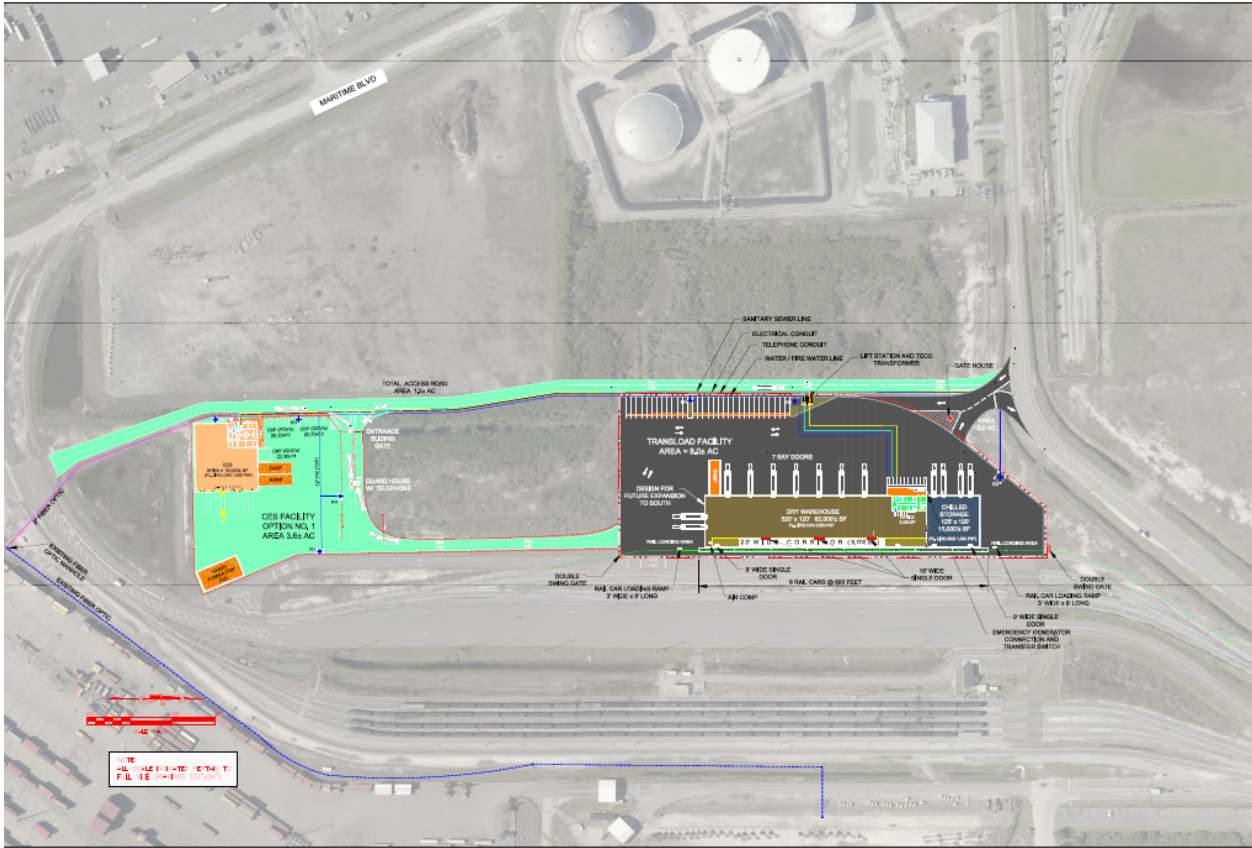
Once the Design-Build Agreement is approved by the PTB Board and executed by the parties, then the project would proceed through design and permitting. Upon completion of the design, then the Design-Build contractor will prepare and submit its Guaranteed Maximum Price (GMP) for construction of the project. The GMP would be brought to the PTB Board for approval an Amendment to the Agreement authorizing the construction to proceed. If the GMP exceeds the Contractor's original cost estimate then PTB will have the option to solicit independent construction bids for the project.

The FY 2021 Capital Improvement Program included funds totaling \$13 million dollars for this project.

**RECOMMENDATION:**

Authorize staff to negotiate a Design-Build Agreement with the Williams Company for the design and construction of the Transload Facility, Project No. 21-01021. If terms of an agreement can't be reached with that firm then negotiations would be terminated and proceed to the next highest ranked firm, and the final terms of agreement would be brought back to the PTB Board for approval.

Board Meeting  
April 20, 2021  
Engineering 337488



**DESIGN-BUILD TRANSLOAD WAREHOUSE**

**PROPOSAL EVALUATION SUMMARY  
RFQ NO. Q-002-21; PROJECT NO. 21-01021**

Committee Member	Firm Names							
	Batson-Cook	Biltmore Construction Co., Inc.	Gilbane Building Company	Lema Construction	Suffolk Construction Company	Turner Construction Company	Walbridge Aldinger LLC	Williams Company
Evaluator #1	4.85	7.00	3.15	5.25	4.55	1.75	6.30	2.05
Evaluator #2	4.65	6.25	3.45	7.45	3.75	2.00	5.60	1.75
Evaluator #3	4.15	7.10	3.10	6.30	5.15	1.00	6.05	2.05
<b>Total</b>	<b>13.65</b>	<b>20.35</b>	<b>9.70</b>	<b>19.00</b>	<b>13.45</b>	<b>4.75</b>	<b>17.95</b>	<b>5.85</b>
<b>Ranking</b>	<b>5</b>	<b>8</b>	<b>3</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>2</b>

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

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

PROPOSAL EVALUATION - RFQ NO. Q-002-21 DESIGN-BUILD TRANSLOAD WAREHOUSE

Evaluation Criteria	Weight	Firm Names							
		Batson-Cook	Biltmore Construction Co., Inc.	Gilbane Building Company	Lema Construction	Suffolk Construction Company	Turner Construction Company	Walbridge Aldinger LLC	Williams Company
<b>Qualifications / Experience of the Firm/Team/Key Personnel:</b> Firm's understanding of the work to be performed in accordance with the Description of Services (Section B, Paragraph 1.2). • Project approach and demonstrated ability to furnish the required design-build services. • Valid experience as a Florida Licensed General Contractor with refrigerated warehouse building construction experience. • Demonstrated prior experience building warehouses and refrigerated warehouses. • Qualifications, ability and experience of Contractor's team, including architectural and Engineering sub-consultants and SBE Firms. • Local offices for Architectural and Engineering Services Consultants (maximum of 100 miles from PTB's offices). • Individual qualifications and experience of Key Personnel (i.e., project manager, project engineer, project superintendent, design professionals (architect and engineers), permit specialist, etc.) who will be involved in the design, permitting and construction of the project. • Detail experience and qualifications relevant to the work (including similar past project experience and years of each individual's experience in the industry).	35%	5	8	3	7	4	2	6	1
<b>Proposed Design/Build Details:</b> • Type of building construction (Concrete Tilt Wall, Pre-engineered metal building, etc.). • Type of refrigeration system (system operating and energy efficiency, safety and ease of maintenance). • Estimated construction Cost. • Proposed Cost Saving or Value Engineering items to reduce construction costs. • Proposed project schedule (including design, permitting and construction). • Total days to provide completed facility. (The Response to the RFQ will identify the number of Calendar Days necessary to complete the work in accordance with the Contract Documents and show this number of Calendar Days in the Proposal. For purposes of this Contract, the number of Calendar Days will serve as the Original Contract Time. For this Contract, PTB will reject any bid in which the Bidder submits proposed Contract Time in excess of PTB's established Maximum Contract Time identified in the RFQ.)	35%	5	7	3	4	6	1	8	2
<b>Past Performance:</b> • Consideration of past performance and record (including references) on PTB projects as well as other projects of similar type and size. • Evaluation of possible conflicts of interest as well as litigation resulting from any construction claim(s).	10%	4	8	1	5	6	2	7	3
<b>Financial Strength and Bonding Capacity:</b> • Financial strength and available bonding capacity.	10%	5	8	3	7	2	1	4	6
<b>Current Workload:</b> • Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.	5%	6	2	8	3	4	7	5	1
<b>Volume of Work:</b> • Effecting an equitable distribution of contracts among qualified firms based on actual fees PTB paid to firms with the past three (3) years provided such distribution does not violate the principle of selection of the most highly qualified firms.	5%	3	1	5	1	1	1	1	1
<b>Total:</b>	100%	4.85	7.00	3.15	5.25	4.55	1.75	6.30	2.05

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

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

Evaluator Printed Name: Evaluator #1  
 Evaluator Signature: (On File)

Date: 3/11/2021

PROPOSAL EVALUATION - RFQ NO. Q-002-21 DESIGN-BUILD TRANSLOAD WAREHOUSE

Evaluation Criteria	Weight	Firm Names							
		Batson-Cook	Blitmore Construction Co., Inc.	Gilbane Building Company	Lema Construction	Suffolk Construction Company	Turner Construction Company	Walbridge Aldinger LLC	Williams Company
<b>Qualifications / Experience of the Firm/Team/Key Personnel:</b> Firm's understanding of the work to be performed in accordance with the Description of Services (Section B, Paragraph 1.2). • Project approach and demonstrated ability to furnish the required design-build services. • Valid experience as a Florida Licensed General Contractor with refrigerated warehouse building construction experience. • Demonstrated prior experience building warehouses and refrigerated warehouses. 1 • Qualifications, ability and experience of Contractor's team, including architectural and Engineering sub-consultants and SBE Firms. • Local offices for Architectural and Engineering Services Consultants (maximum of 100 miles from PTB's offices). • Individual qualifications and experience of Key Personnel (i.e., project manager, project engineer, project superintendent, design professionals (architect and engineers), permit specialist, etc.) who will be involved in the design, permitting and construction of the project. • Detail experience and qualifications relevant to the work (including similar past project experience and years of each individual's experience in the industry).	35%	5	6	4	8	3	2	7	1
<b>Proposed Design/Build Details:</b> • Type of building construction (Concrete Tilt Wall, Pre-engineered metal building, etc.). • Type of refrigeration system (system operating and energy efficiency, safety and ease of maintenance). • Estimated construction Cost. 2 • Proposed Cost Saving or Value Engineering items to reduce construction costs. • Proposed project schedule (including design, permitting and construction). • Total days to provide completed facility. (The Response to the RFQ will identify the number of Calendar Days necessary to complete the work in accordance with the Contract Documents and show this number of Calendar Days in the Proposal. For purposes of this Contract, the number of Calendar Days will serve as the Original Contract Time. For this Contract, PTB will reject any bid in which the Bidder submits proposed Contract Time in excess of PTB's established Maximum Contract Time identified in the RFQ.)	35%	6	7	4	8	3	2	5	1
<b>Past Performance:</b> 3 • Consideration of past performance and record (including references) on PTB projects as well as other projects of similar type and size. • Evaluation of possible conflicts of interest as well as litigation resulting from any construction claim(s).	10%	2	6	1	8	5	4	7	3
<b>Financial Strength and Bonding Capacity:</b> 4 • Financial strength and available bonding capacity.	10%	3	7	2	6	8	1	4	5
<b>Current Workload:</b> 5 • Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.	5%	3	7	2	8	6	1	5	4
<b>Volume of Work:</b> 6 • Effecting an equitable distribution of contracts among qualified firms based on actual fees PTB paid to firms with the past three (3) years provided such distribution does not violate the principle of selection of the most highly qualified firms.	5%	3	1	5	1	1	1	1	1
<b>Total:</b>	<b>100%</b>	<b>4.65</b>	<b>6.25</b>	<b>3.45</b>	<b>7.45</b>	<b>3.75</b>	<b>2.00</b>	<b>5.60</b>	<b>1.75</b>

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

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

Evaluator Printed Name: Evaluator #2  
 Evaluator Signature: (On File)

Date: 3/11/2021

RFQ 002-21 Evaluator 1-3 Score Sheets (ID 310267)

PROPOSAL EVALUATION - RFQ NO. Q-002-21 DESIGN-BUILD TRANSLOAD WAREHOUSE

Evaluation Criteria	Weight	Firm Names							
		Batson-Cook	Biltmore Construction Co., Inc.	Gilbane Building Company	Lema Construction	Suffolk Construction Company	Turner Construction Company	Walbridge Aldinger LLC	Williams Company
<b>1</b> <b>Qualifications / Experience of the Firm/Team/Key Personnel:</b> Firm's understanding of the work to be performed in accordance with the Description of Services (Section B, Paragraph 1.2). • Project approach and demonstrated ability to furnish the required design-build services. • Valid experience as a Florida Licensed General Contractor with refrigerated warehouse building construction experience. • Demonstrated prior experience building warehouses and refrigerated warehouses. • Qualifications, ability and experience of Contractor's team, including architectural and Engineering sub-consultants and SBE Firms. • Local offices for Architectural and Engineering Services Consultants (maximum of 100 miles from PTB's offices). • Individual qualifications and experience of Key Personnel (i.e., project manager, project engineer, project superintendent, design professionals (architect and engineers), permit specialist, etc.) who will be involved in the design, permitting and construction of the project. • Detail experience and qualifications relevant to the work (including similar past project experience and years of each individual's experience in the industry).	35%	4	7	3	6	5	1	8	2
<b>2</b> <b>Proposed Design/Build Details:</b> • Type of building construction (Concrete Tilt Wall, Pre-engineered metal building, etc.). • Type of refrigeration system (system operating and energy efficiency, safety and ease of maintenance). • Estimated construction Cost. • Proposed Cost Saving or Value Engineering items to reduce construction costs. • Proposed project schedule (including design, permitting and construction). • Total days to provide completed facility. (The Response to the RFQ will identify the number of Calendar Days necessary to complete the work in accordance with the Contract Documents and show this number of Calendar Days in the Proposal. For purposes of this Contract, the number of Calendar Days will serve as the Original Contract Time. For this Contract, PTB will reject any bid in which the Bidder submits proposed Contract Time in excess of PTB's established Maximum Contract Time identified in the RFQ.)	35%	4	8	3	7	6	1	5	2
<b>3</b> <b>Past Performance:</b> • Consideration of past performance and record (including references) on PTB projects as well as other projects of similar type and size. • Evaluation of possible conflicts of interest as well as litigation resulting from any construction claim(s).	10%	4	7	2	6	5	1	8	3
<b>4</b> <b>Financial Strength and Bonding Capacity:</b> • Financial strength and available bonding capacity.	10%	6	7	4	8	5	1	3	2
<b>5</b> <b>Current Workload:</b> • Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.	5%	4	8	3	6	5	1	7	2
<b>6</b> <b>Volume of Work:</b> • Effecting an equitable distribution of contracts among qualified firms based on actual fees PTB paid to firms with the past three (3) years provided such distribution does not violate the principle of selection of the most highly qualified firms.	5%	3	1	5	1	1	1	1	1
<b>Total:</b>	<b>100%</b>	<b>4.15</b>	<b>7.10</b>	<b>3.10</b>	<b>6.30</b>	<b>5.15</b>	<b>1.00</b>	<b>6.05</b>	<b>2.05</b>

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

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

Evaluator Printed Name: Evaluator #3  
 Evaluator Signature: (On File)

Date: 3/11/2021

**DESIGN-BUILD TRANSLOAD WAREHOUSE  
PRESENTATION / INTERVIEWS SUMMARY  
RFQ NO. Q-002-21; PROJECT NO. 21-01021**

<b>Committee Member</b>	<b>Firm Names</b>		
	<b>Gilbane Building Company</b>	<b>Turner Construction Company</b>	<b>Williams Company</b>
Evaluator #1	1.85	2.70	1.10
Evaluator #2	2.05	2.90	1.00
Evaluator #3	2.60	2.35	1.00
<b>Total</b>	<b>6.50</b>	<b>7.95</b>	<b>3.10</b>
<b>Ranking</b>	<b>2</b>	<b>3</b>	<b>1</b>

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

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

**PRESENTATIONS/INTERVIEWS EVALUATION - RFQ NO. Q-002-21 DESIGN-BUILD TRANSLOAD WAREHOUSE**

Evaluation Criteria		Weight	Gilbane Building Company	Turner Construction Company	Williams Company
1	<p><b>Qualifications / Experience of the Firm/Team/Key Personnel:</b></p> <p>Firm's understanding of the work to be performed in accordance with the Description of Services (Section B, Paragraph 1.2).</p> <ul style="list-style-type: none"> <li>• Project approach and demonstrated ability to furnish the required design-build services.</li> <li>• Valid experience as a Florida Licensed General Contractor with refrigerated warehouse building construction experience.</li> <li>• Demonstrated prior experience building warehouses and refrigerated warehouses.</li> <li>• Qualifications, ability and experience of Contractor's team, including architectural and Engineering sub-consultants and SBE Firms.</li> <li>• Local offices for Architectural and Engineering Services Consultants (maximum of 100 miles from PTB's offices).</li> <li>• Individual qualifications and experience of Key Personnel (i.e., project manager, project engineer, project superintendent, design professionals (architect and engineers), permit specialist, etc.) who will be involved in the design, permitting and construction of the project.</li> <li>• Detail experience and qualifications relevant to the work (including similar past project experience and years of each individual's experience in the industry).</li> </ul>	35%	2	3	1
2	<p><b>Proposed Design/Build Details:</b></p> <ul style="list-style-type: none"> <li>• Type of building construction (Concrete Tilt Wall, Pre-engineered metal building, etc.).</li> <li>• Type of refrigeration system (system operating and energy efficiency, safety and ease of maintenance).</li> <li>• Estimated construction Cost.</li> <li>• Proposed Cost Saving or Value Engineering items to reduce construction costs.</li> <li>• Proposed project schedule (including design, permitting and construction).</li> <li>• Total days to provide completed facility. (The Response to the RFQ will identify the number of Calendar Days necessary to complete the work in accordance with the Contract Documents and show this number of Calendar Days in the Proposal. For purposes of this Contract, the number of Calendar Days will serve as the Original Contract Time. For this Contract, PTB will reject any bid in which the Bidder submits proposed Contract Time in excess of PTB's established Maximum Contract Time identified in the RFQ.)</li> </ul>	35%	2	3	1
3	<p><b>Past Performance:</b></p> <ul style="list-style-type: none"> <li>• Consideration of past performance and record (including references) on PTB projects as well as other projects of similar type and size.</li> <li>• Evaluation of possible conflicts of interest as well as litigation resulting from any construction claim(s).</li> </ul>	10%	1	3	2
4	<p><b>Financial Strength and Bonding Capacity:</b></p> <ul style="list-style-type: none"> <li>• Financial strength and available bonding capacity.</li> </ul>	10%	1	1	1
5	<p><b>Current Workload:</b></p> <ul style="list-style-type: none"> <li>• Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.</li> </ul>	5%	2	3	1
6	<p><b>Volume of Work:</b></p> <ul style="list-style-type: none"> <li>• Effecting an equitable distribution of contracts among qualified firms based on actual fees PTB paid to firms with the past three (3) years provided such distribution does not violate the principle of selection of the most highly qualified firms.</li> </ul>	5%	3	1	1
<b>Total:</b>		<b>100%</b>	<b>1.85</b>	<b>2.70</b>	<b>1.10</b>

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

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

Evaluator Printed Name: Evaluator #1  
 Evaluator Signature: (On File)

Date: 3/25/2021

**PRESENTATIONS/INTERVIEWS EVALUATION - RFQ NO. Q-002-21 DESIGN-BUILD TRANSLOAD WAREHOUSE**

Evaluation Criteria		Weight	Gilbane Building Company	Turner Construction Company	Williams Company
1	<p><b>Qualifications / Experience of the Firm/Team/Key Personnel:</b></p> <p>Firm's understanding of the work to be performed in accordance with the Description of Services (Section B, Paragraph 1.2).</p> <ul style="list-style-type: none"> <li>• Project approach and demonstrated ability to furnish the required design-build services.</li> <li>• Valid experience as a Florida Licensed General Contractor with refrigerated warehouse building construction experience.</li> <li>• Demonstrated prior experience building warehouses and refrigerated warehouses.</li> </ul> <p>1 • Qualifications, ability and experience of Contractor's team, including architectural and Engineering sub-consultants and SBE Firms.</p> <ul style="list-style-type: none"> <li>• Local offices for Architectural and Engineering Services Consultants (maximum of 100 miles from PTB's offices).</li> <li>• Individual qualifications and experience of Key Personnel (i.e., project manager, project engineer, project superintendent, design professionals (architect and engineers), permit specialist, etc.) who will be involved in the design, permitting and construction of the project.</li> <li>• Detail experience and qualifications relevant to the work (including similar past project experience and years of each individual's experience in the industry).</li> </ul>	35%	2	3	1
2	<p><b>Proposed Design/Build Details:</b></p> <ul style="list-style-type: none"> <li>• Type of building construction (Concrete Tilt Wall, Pre-engineered metal building, etc.).</li> <li>• Type of refrigeration system (system operating and energy efficiency, safety and ease of maintenance).</li> <li>• Estimated construction Cost.</li> </ul> <p>2 • Proposed Cost Saving or Value Engineering items to reduce construction costs.</p> <ul style="list-style-type: none"> <li>• Proposed project schedule (including design, permitting and construction).</li> <li>• Total days to provide completed facility. (The Response to the RFQ will identify the number of Calendar Days necessary to complete the work in accordance with the Contract Documents and show this number of Calendar Days in the Proposal. For purposes of this Contract, the number of Calendar Days will serve as the Original Contract Time. For this Contract, PTB will reject any bid in which the Bidder submits proposed Contract Time in excess of PTB's established Maximum Contract Time identified in the RFQ.)</li> </ul>	35%	2	3	1
3	<p><b>Past Performance:</b></p> <ul style="list-style-type: none"> <li>• Consideration of past performance and record (including references) on PTB projects as well as other projects of similar type and size.</li> <li>• Evaluation of possible conflicts of interest as well as litigation resulting from any construction claim(s).</li> </ul>	10%	2	3	1
4	<p><b>Financial Strength and Bonding Capacity:</b></p> <ul style="list-style-type: none"> <li>• Financial strength and available bonding capacity.</li> </ul>	10%	2	3	1
5	<p><b>Current Workload:</b></p> <ul style="list-style-type: none"> <li>• Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.</li> </ul>	5%	2	3	1
6	<p><b>Volume of Work:</b></p> <ul style="list-style-type: none"> <li>• Effecting an equitable distribution of contracts among qualified firms based on actual fees PTB paid to firms with the past three (3) years provided such distribution does not violate the principle of selection of the most highly qualified firms.</li> </ul>	5%	3	1	1
<b>Total:</b>		<b>100%</b>	<b>2.05</b>	<b>2.90</b>	<b>1.00</b>

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

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

**Evaluator Printed Name:** Evaluator #2

**Date:** 3/25/2021

**Evaluator Signature:** (On File)

**PRESENTATIONS/INTERVIEWS EVALUATION - RFQ NO. Q-002-21 DESIGN-BUILD TRANSLOAD WAREHOUSE**

Evaluation Criteria	Weight	Gilbane Building Company	Turner Construction Company	Williams Company
<p><b>Qualifications / Experience of the Firm/Team/Key Personnel:</b></p> <p>Firm's understanding of the work to be performed in accordance with the Description of Services (Section B, Paragraph 1.2).</p> <ul style="list-style-type: none"> <li>• Project approach and demonstrated ability to furnish the required design-build services.</li> <li>• Valid experience as a Florida Licensed General Contractor with refrigerated warehouse building construction experience.</li> <li>• Demonstrated prior experience building warehouses and refrigerated warehouses.</li> </ul> <p>1 • Qualifications, ability and experience of Contractor's team, including architectural and Engineering sub-consultants and SBE Firms.</p> <ul style="list-style-type: none"> <li>• Local offices for Architectural and Engineering Services Consultants (maximum of 100 miles from PTB's offices).</li> <li>• Individual qualifications and experience of Key Personnel (i.e., project manager, project engineer, project superintendent, design professionals (architect and engineers), permit specialist, etc.) who will be involved in the design, permitting and construction of the project.</li> <li>• Detail experience and qualifications relevant to the work (including similar past project experience and years of each individual's experience in the industry).</li> </ul>	35%	2	3	1
<p><b>Proposed Design/Build Details:</b></p> <ul style="list-style-type: none"> <li>• Type of building construction (Concrete Tilt Wall, Pre-engineered metal building, etc.).</li> <li>• Type of refrigeration system (system operating and energy efficiency, safety and ease of maintenance).</li> <li>• Estimated construction Cost.</li> </ul> <p>2 • Proposed Cost Saving or Value Engineering items to reduce construction costs.</p> <ul style="list-style-type: none"> <li>• Proposed project schedule (including design, permitting and construction).</li> <li>• Total days to provide completed facility. (The Response to the RFQ will identify the number of Calendar Days necessary to complete the work in accordance with the Contract Documents and show this number of Calendar Days in the Proposal. For purposes of this Contract, the number of Calendar Days will serve as the Original Contract Time. For this Contract, PTB will reject any bid in which the Bidder submits proposed Contract Time in excess of PTB's established Maximum Contract Time identified in the RFQ.)</li> </ul>	35%	3	2	1
<p><b>Past Performance:</b></p> <p>3 • Consideration of past performance and record (including references) on PTB projects as well as other projects of similar type and size.</p> <ul style="list-style-type: none"> <li>• Evaluation of possible conflicts of interest as well as litigation resulting from any construction claim(s).</li> </ul>	10%	3	2	1
<p><b>Financial Strength and Bonding Capacity:</b></p> <p>4 • Financial strength and available bonding capacity.</p>	10%	3	2	1
<p><b>Current Workload:</b></p> <p>5 • Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.</p>	5%	2	3	1
<p><b>Volume of Work:</b></p> <p>6 • Effecting an equitable distribution of contracts among qualified firms based on actual fees PTB paid to firms with the past three (3) years provided such distribution does not violate the principle of selection of the most highly qualified firms.</p>	5%	3	1	1
<b>Total:</b>	<b>100%</b>	<b>2.60</b>	<b>2.35</b>	<b>1.00</b>

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

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

**Evaluator Printed Name:** Evaluator #3

**Date:** 3/25/2021

**Evaluator Signature:** (On File)

## **E. RECEIPT OF REPORTS**

**1. REPORT OF LEGAL FEES**

**2. REPORT OF AGED ACCOUNTS RECEIVABLES**

**3. REPORT OF CONTRACT STATUS**

**4. REPORT OF PERMITS**

**5. REPORT OF EXPENDITURES BETWEEN  
\$50,000 - \$100,000**



## LEGAL FEES REPORT

MONTH ENDING: MARCH 31, 2021				
	FY21 Budget	March Invoices	TYD Budget Reduction	Budget Balance
Admiralty / Maritime / FMC	7,500.00	Ø	Ø	7,500.00
Bankruptcy	12,500.00	Ø	Ø	12,500.00
Construction	17,500.00	Ø	Ø	17,500.00
Employment / Labor	22,500.00	148.50	148.50	22,351.50
Environmental	17,500.00	4,167.00	26,107.40	(8,607.40)
General Support / Litigation	27,500.00	17,596.69	53,707.69	(26,207.69)
Hearing Master	Ø	Ø	Ø	Ø
Personal Injury	27,500.00	2,200.00	8,800.00	18,700.00
Real Estate / Land Use	17,500.00	14,348.11	25,152.22	(7,652.22)
	<b>150,000.00</b>	<b>38,460.30</b>	<b>113,915.81</b>	<b>36,084.19</b>

**TAMPA PORT AUTHORITY**  
**Monthly Aged Receivables**  
**March 31, 2021**

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
<b>Port Fees</b>						
S036	ALTAMAR SHIPPING	320.00	210.00	-	-	530.00
T012	AMALIE OIL COMPANY	2,350.96	-	-	-	2,350.96
A415	AMERICAN VICTORY MARINERS	19.37	-	-	-	19.37
S073	AUTOMOTIVE CORE SUPPLY, INC.	(10.00)	-	-	-	(10.00)
A012	BOUCHARD TRANSPORT CO	739.00	-	-	-	739.00
S041	BRONCO TRANSPORT	410.00	-	-	-	410.00
T201	BUCKEYE TERMINALS, LLC	97,710.14	31,592.33	-	-	129,302.47
D049	CARGILL SALT	(17.00)	-	-	-	(17.00)
T151	CARGILL SALT	27,209.93	-	-	-	27,209.93
T198	CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC	45,018.60	8,873.93	-	-	53,892.53
T190	CEMEX USA	2,028,801.88	-	-	-	2,028,801.88
T014	CENTRAL FLORIDA PIPELINE LLC	317,302.07	-	-	-	317,302.07
T145	CENTRAL FLORIDA PIPELINE LLC	3,254.55	-	-	-	3,254.55
Q414	CENTURY METALS & SUPPLIES INC	299.17	-	-	-	299.17
S065	CLEAN HARBORS, INC	-	20.00	-	-	20.00
Q427	COLOSSAL TRANSPORT SOLUTIONS, LLC	-	-	1,835.42	-	1,835.42
A423	DANN OCEAN TOWING, INC	-	516.00	-	-	516.00
Q081	DONGKUK INTERNATIONAL INC	3,712.14	-	-	-	3,712.14
Q127	DONGKUK INTERNATIONAL INC	859.43	-	-	-	859.43
S064	DV CONTAINER SERVICES	10.00	-	-	-	10.00
S074	EDGE METALS RECYCLING, INC	(60.00)	-	-	-	(60.00)
A418	EXPRESS MARINE	1,134.00	-	-	-	1,134.00
A031	FILLETTE GREEN & CO, INC	428.97	6,363.85	-	-	6,792.82
T132	FLORIDA AQUARIUM	469.00	-	-	-	469.00
Q097	FRONTIER LOGISTICS SERVICES	2,415.28	-	-	-	2,415.28
A429	GAC SHIPPING (USA) INC	63,047.06	17,186.31	-	-	80,233.37
S043	GLOBAL DISTRIBUTION INC	(10.00)	-	-	-	(10.00)
A527	GULF HARBOR SHIPPING, LLC	30,044.38	-	-	-	30,044.38
A264	GULF MARINE REPAIR INC	3,053.49	4,638.58	-	-	7,692.07

**TAMPA PORT AUTHORITY**  
**Monthly Aged Receivables**  
**March 31, 2021**

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
T063	GULF SULPHUR SERVICES	4,356.46	-	-	-	4,356.46
Q336	HANWA AMERICAN CORPORATION-TX	416.54	-	-	-	416.54
Q010	HUSTEEL USA INC	5,945.23	-	-	-	5,945.23
A306	INCHCAPE SHIPPING SERVICES	55,617.05	11,046.38	-	-	66,663.43
S068	INTERNATIONAL CORE SUPPLY OF TAMPA	240.00	-	-	-	240.00
A078	INTERNATIONAL SHIP REPAIR	599.00	-	-	-	599.00
A003	KIRBY OFFSHORE MARINE	2,430.73	-	-	-	2,430.73
A248	LA CARRIERS, LLC	2,333.48	1,518.32	-	-	3,851.80
D065	LAKELAND PAVING COMPANY	-	80.00	-	-	80.00
A543	LINK INVESTMENT CO.	487.25	32,483.22	-	-	32,970.47
T308	LOGISTEC GULF COAST LLC	99,412.01	-	-	-	99,412.01
T328	MAJESTIC STEEL USA	7,469.75	-	-	-	7,469.75
S049	MARDOT LOGISTICS INC	660.00	-	-	-	660.00
A360	MARTIN GAS MARINE	1,106.00	-	-	-	1,106.00
T135	MARTIN MARIETTA AGGREGATES	823.55	38,184.48	-	-	39,008.03
T134	MARTIN OPERATING PARTNERSHIP	116.32	328,701.88	-	-	328,818.20
A016	MARTIN PRODUCT SALES LLC	(22.75)	-	-	-	(22.75)
Q402	MASTER PIPE DISTRIBUTION	125.14	-	-	-	125.14
A465	MASTER, OWNER & OPERATORS	100,872.08	-	-	-	100,872.08
T199	MEDITERRANEAN SHIPPING CO./CHARLESTON	52,229.00	41,470.00	-	-	93,699.00
S070	MERCURY TRANSPORTATION DBA WORLD LOGISTICS USA	80.00	-	-	-	80.00
Q158	METALLIA, A DIVISION OF HARTREE PARTNERS LP	3,478.06	-	-	-	3,478.06
A430	MORAN SHIPPING AGENCIES	(246.00)	-	-	-	(246.00)
A053	MORAN TOWING CORPORATION	12,153.08	5,087.20	-	-	17,240.28
T002	MOSAIC CROP NUTRITION, LLC	(5,292.23)	5,161.33	5,930.28	-	5,799.38
T011	MURPHY OIL USA INC	22,233.48	249.10	-	-	22,482.58
A486	NORTH AMERICAN GENERAL AGENTS	6,299.51	-	-	-	6,299.51
A071	NORTON LILLY INTERNATIONAL	25,688.45	118.68	-	639.55	26,446.68
A439	NOVA INTERNATIONAL SHIPPING	23,699.19	531.00	-	-	24,230.19
Q351	OPTIMA STEEL INTERNATIONAL, LLC	1,572.13	-	-	-	1,572.13
A069	OSG AMERICA INC	525.26	-	-	-	525.26

**TAMPA PORT AUTHORITY**  
**Monthly Aged Receivables**  
**March 31, 2021**

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
T205	PLAINS LPG SERVICES, L.P.	2,376.25	8,126.79	-	-	10,503.04
T318	PORT LOGISTICS TERMINAL OPERATIONS LLC	377.95	-	-	-	377.95
T006	PORTS AMERICA	4,697.19	-	-	-	4,697.19
T182	PORTS AMERICA	96,282.08	-	-	-	96,282.08
A283	PRO TRANSPORT INC, TAMPA	290.00	180.00	-	80.00	550.00
Q389	QT TRADING	416.41	-	-	-	416.41
A064	SAVAGE & SON, AR	394,263.94	-	-	-	394,263.94
A531	SAVAGE MARINE MANAGEMENT COMPANY, LLC	6,205.42	-	-	-	6,205.42
A065	SEA & LAND SHIPPING	38,570.50	-	-	-	38,570.50
A400	SEABULK TANKERS INC	851.76	-	-	-	851.76
S061	SOUTH BAY DISTRIBUTION CO. INC.	140.00	180.00	-	-	320.00
S069	SOUTHERN CARTAGE, INC	180.00	-	-	-	180.00
S042	SOUTHERN WASTE SERVICES INC	(160.00)	-	-	-	(160.00)
T101	SULPHURIC ACID TRADING COMPANY	9,534.68	-	-	-	9,534.68
M136	TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY	7,300.00	-	-	-	7,300.00
T137	TAMPA JUICE SERVICE INC	5,027.15	-	-	-	5,027.15
T021	TAMPA PORT SERVICES, LLC	13,652.13	-	-	-	13,652.13
S050	TAYLOR PERRY WAREHOUSE & DISTRIBUTION LLC	4,450.00	-	-	-	4,450.00
T173	TITAN FLORIDA LLC	989,668.91	-	-	-	989,668.91
Q007	TOYOTA TSUSHO AMERICA	-	2,211.18	-	-	2,211.18
Q413	TOYOTA TSUSHO AMERICA, INC	709.60	-	-	-	709.60
T150	TRADEMARK METALS RECYCLING FKA ONESTEEL	33,155.73	-	-	-	33,155.73
T020	TRANSMONTAIGNE INC	16,669.79	-	-	-	16,669.79
S021	TRX SOUTHEAST (TAMPA #770)	360.00	-	-	-	360.00
Q163	USP HOLDINGS, INC	2,517.54	-	-	-	2,517.54
T119	VULCAN MATERIALS COMPANY	10,899.25	51,694.44	-	-	62,593.69
A538	WORK CAT TRANS GULF LLC	28,127.23	29,483.03	39,408.92	56,414.51	153,433.69
A532	WORLD FUEL SERVICES, INC.	8,876.44	-	-	-	8,876.44
T056	YARA NORTH AMERICA INC	8,400.15	-	-	-	8,400.15
T171	ZIM ISRAELI NAVIGATION COMPANY	38,829.06	-	-	-	38,829.06

**TAMPA PORT AUTHORITY**  
**Monthly Aged Receivables**  
**March 31, 2021**

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
<b>Subtotal Port Fees</b>		<b>\$ 4,776,589.35</b>	<b>\$ 625,908.03</b>	<b>\$ 47,174.62</b>	<b>\$ 57,134.06</b>	<b>\$ 5,506,806.06</b>
<b>Lease Charges</b>						
L252	AKHTAR TRUST FKA ISLEWORTH HOLDING LLC	1,080.00	-	-	-	1,080.00
L280	ALAFIA RIVER ESTATES HOMEOWNERS ASSOCIATION	412.48	-	-	-	412.48
L219	AMERICAN VICTORY SHIP MEMORIAL MUSEUM	1,000.00	-	-	-	1,000.00
L277	CEMEX CONSTRUCTION MATERIALS FLORIDA LLC	2,155.74	-	-	-	2,155.74
L399	CEMEX CONSTRUCTION MATERIALS FLORIDA LLC	22,185.52	-	-	-	22,185.52
L044	DIVERSIFIED MARINE TECH	16,338.37	262.45	-	-	16,600.82
L124	GULF MARINE REPAIR INC	123,221.82	-	-	-	123,221.82
L313	JIAN LU AND JINLI XIE	1,191.63	-	-	-	1,191.63
L182	LANDS END MARINA HOLDING CO	(156.70)	-	-	-	(156.70)
L308	LOGISTEC GULF COAST LLC	5,054.13	-	-	-	5,054.13
L328	MAJESTIC STEEL USA	520.00	-	-	-	520.00
L176	MID-AMERICA APARTMENTS, LP	3,980.99	-	-	-	3,980.99
L104	PENINSULA PROPERTY HOLDINGS VIII, LLC	-	188.28	-	-	188.28
L292	PURAGLOBE FLORIDA LLC	31,069.89	40.00	-	-	31,109.89
L216	RIVERSIDE GOLF COMMUNITY LLC	12,076.26	-	-	-	12,076.26
L196	SEABULK TOWING INC	(130.85)	-	-	-	(130.85)
L111	SHELL POINT MARINA	8,559.88	-	-	-	8,559.88
L217	STILLWATER DOCK OWNERS ASSOCIATION	2,058.31	-	-	-	2,058.31
L135	TAMPA SAILING SQUADRON	7,289.89	-	-	-	7,289.89
L190	TAMPA SHIP LLC	1,760.90	-	-	-	1,760.90
L291	TAYLOR PERRY WAREHOUSE & DISTRIBUTION LLC	6,979.03	81,813.89	-	-	88,792.92
L282	UNIVERSITY OF SOUTH FLORIDA	10,677.82	-	-	-	10,677.82
L146	VULCAN MATERIALS	3,262.05	-	-	-	3,262.05
<b>Subtotal Lease Charges</b>		<b>\$ 260,587.16</b>	<b>\$ 82,304.62</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 342,891.78</b>

**Accounts in Litigation/Renegotiation/Bankruptcy**

**TAMPA PORT AUTHORITY**  
**Monthly Aged Receivables**  
**March 31, 2021**

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
R010	GEICO INSURANCE	-	-	3,025.40	-	3,025.40
R006	INFINITY AUTO INSURANCE COMPANY	-	-	-	1,827.60	1,827.60
L404	INTEGRAL ENERGY, LLC	26,549.26	27,762.78	25,149.03	89,787.65	169,248.72
Q170	KURT ORBAN PARTNERS	-	-	-	566.94	566.94
R005	LINKS INSURANCE SERVICES, INC	-	-	-	1,980.00	1,980.00
L257	NEW PORT TAMPA CDD HOLDINGS, LLC	-	-	-	10,000.00	10,000.00
R011	PORTS AMERICA	2,305.64	-	-	-	2,305.64
R012	STATEWIDE INSURANCE	2,217.28	-	-	-	2,217.28
R004	SZURA INSURANCE	-	-	-	180.00	180.00
<b>Subtotal Accounts in Litigation/Renegotiation/Bankruptcy</b>		<b>\$ 31,072.18</b>	<b>\$ 27,762.78</b>	<b>\$ 28,174.43</b>	<b>\$ 104,342.19</b>	<b>\$ 191,351.58</b>
<b>Total Aged Receivables as of March 31, 2021</b>		<b>\$ 5,068,248.69</b>	<b>\$ 735,975.43</b>	<b>\$ 75,349.05</b>	<b>\$ 161,476.25</b>	<b>\$ 6,041,049.42</b>

**TAMPA PORT AUTHORITY**  
**MONTHLY CONTRACT STATUS REPORT**  
03/31/21

Project	Contractor	Contract Financial Record #	Original Bd App Date	Amt Approved Including Amendments	Costs Incurred to Date	Percent Complete
<b>OPERATING AND NON-CAPITAL CONTRACTS:</b>						
Secured Data Center Facility Lease	Protected Trust/IF&D Data Suites (year 7)	14-28	09/20/16	\$ 70,320	<b>35,160</b>	50.0%
Software Licensing - iSeaports	Harbour Mastery, Inc.	15-06	10/21/14	\$ 65,000	<b>38,595</b>	59.4%
Security System Maintenance & Repair	GSA Security	20-03	12/15/15	\$ 377,000	<b>282,826</b>	75.0%
SBE Uniformed Security Guard Service	Martinez & Company (year 2)	19-21	06/18/19	\$ 270,000	<b>143,588</b>	53.2%
Real Estate Consulting Services	CBRE, Inc.	21-17	08/16/16	\$ 75,000	<b>56,283</b>	75.0%
Government Relations Consultant Services	Van Scoyoc & Associates	20-33	09/17/19	\$ 90,000	<b>37,500</b>	41.7%
Insurance Consultants	Interisk	16-24	07/19/16	\$ 90,000	<b>47,479</b>	52.8%
State Legislative Services	Advocacy Group at Cardenas Partners (year 3)	21-29	08/20/19	\$ 60,000	<b>35,000</b>	58.3%
Elevator/Escalator Maintenance & Repair Services	ThyssenKrupp Elevator	21-27	08/16/16	\$ 362,875	<b>40,079</b>	11.0%
Website Development & Website Hosting Services	GSL Solutions	20-35	09/17/19	\$ 45,000	<b>23,625</b>	52.5%
Video Production Services	Shooting Stars Post Inc	17-30	17/18/17	\$ 90,000	<b>61,048</b>	67.8%
Software Licensing - Concur	Carahsoft Technology Corp	20-05	05/15/18	\$ 190,465	<b>23,808</b>	12.5%
Law Enforcement Services	Hillsborough County Sheriff's Office	20-31	11/19/19	\$ 2,400,146	<b>1,939,937</b>	80.8%
Workers Compensation Insurance	PGIT (Preferred Governmental Insurance Trust)(year 4)	21-05	08/21/18	\$ 87,330	<b>65,538</b>	75.0%
Grounds Maintenance	TCC Enterprise Inc (Year 3)	21-06	08/21/18	\$ 76,508	<b>24,670</b>	32.2%
HVAC Monitoring, Routine Service & Repair	Tampa Bay Trane	21-12	09/02/14	\$ 84,200	<b>17,989</b>	21.4%
Consulting Services	HCP Associates	21-14	10/15/2019	\$ 88,000	<b>32,950</b>	37.4%
Uniformed Security Guard Services	G4S Security Solutions (Year 3)	21-15	11/13/2018	\$ 3,240,000	<b>771,157</b>	23.8%
Grounds Maintenance	Williams Landscape Management (year 3)	20-18	09/17/19	\$ 247,500	<b>112,500</b>	45.5%
Government Relations Consultant Services	Alcalde & Fay	21-25	09/17/19	\$ 90,000	<b>45,000</b>	50.0%
Copier Leases (8 copiers)	Sharp Business Systems	21-11	10/16/18	\$ 60,000	<b>13,790</b>	23.0%
State Legislative Services	Capital City Consulting, LLC	21-30	08/20/19	\$ 60,000	<b>35,000</b>	58.3%
I.T. Consultant	Tribridge	20-23	09/18/18	\$ 85,000	<b>83,850</b>	98.6%
Janitorial Services	Xtremely Clean	21-08	10/15/19	\$ 402,951	<b>100,314</b>	24.9%
Insurance Consultants	McGriff, Seibels & William, Inc	20-24	06/18/19	\$ 45,000	<b>1,971</b>	4.4%
Medical Insurance	Florida Blue	21-37	10/15/19	\$ 3,277,000	<b>561,499</b>	17.1%
Employee Term Life & Accidental Death	Hartford Life Insurance	21-36	10/15/19	\$ 40,000	<b>11,717</b>	29.3%
<b>OPERATING AND NON-CAPITAL CONTRACTS:</b>				<b>\$ 12,069,295</b>	<b>\$ 4,642,873</b>	
<b>CONTINUING ANNUAL CONTRACTS:</b>						
Disaster Recovery services	Belfor USA Group (Year 1)	18-22	04/17/18	\$ 30,000	\$ -	0.0%
Professional Service Contracts	Various	19-01-02	07/24/17	\$ 6,450,000	\$ 4,435,889	68.8%
Professional Service Contracts	Various	20-01-02	09/17/19	\$ 7,895,000	\$ 5,629,847	71.3%
Professional Service Contracts	Various	21-01-02	09/15/20	\$ 6,100,000	\$ 527,832	8.7%
<b>CONTINUING ANNUAL CONTRACTS:</b>				<b>\$ 20,475,000</b>	<b>\$ 10,593,569</b>	

**TAMPA PORT AUTHORITY**  
**MONTHLY CONTRACT STATUS REPORT**  
**03/31/21**

Project	Contractor	Contract Financial Record #	Original Bd App Date	Amt Approved Including Amendments	Costs Incurred to Date	Percent Complete
<b>CONSTRUCTION AND CAPITAL CONTRACTS:</b>						
Eastport Fill And Phase 2 Expansion Engineering Services	Moffatt & Nichol	17-18	09/19/17	\$ 1,507,800	730,300	48.4%
Navigational Improvements	Orion Marine Construction	21-04	08/20/19	\$ 3,000,000	1,886,830	62.9%
Unit Price Dredging	Orion Marine Construction	21-31	09/17/19	\$ 1,000,000	387,864	38.8%
Phase 1 Terminal 2 & 6 - Baggage claim areas & CBP	Gilbane Building Company	19-10	12/18/18	\$ 5,554,508	5,412,813	97.4%
Berth 211 Upands Improvements	Pepper Construction	19-16	03/19/19	\$ 19,646,396	17,351,967	88.3%
Hookers Point Rail - Crossing Arms Relocation	Cemex	19-20	06/18/19	\$ 34,000	-	0.0%
Portwide Roadway Improvements - Emergency Access Road	Ajax Paving Industries of FL	19-29	08/20/19	\$ 1,542,395	983,831	63.8%
Port Redwing Railroad Extension	STX Corporation	20-16	02/18/20	\$ 4,257,909	2,868,864	67.4%
Berth 214 - Phase 2	Phillips and Jordan	20-20	02/18/20	\$ 4,506,725	3,649,005	81.0%
Big Bend Channel Aids to Navigation	Tampa Bay Marine, Inc	20-50	06/16/20	\$ 1,239,274	725,173	58.5%
Port Redwing Berth 302 Access Road	QGS Development, Inc	20-51	06/16/20	\$ 1,239,740	459,015	37.0%
TECO Utility Relocation for Berth 211	TECO	20-22	06/18/19	\$ 150,000	143,450	95.6%
<b>CONSTRUCTION AND CAPITAL CONTRACTS:</b>				<u>\$ 45,928,748</u>	<u>\$ 36,000,793</u>	
<b>GRAND TOTAL:</b>				<u>\$ 78,473,043</u>	<u>\$ 51,237,235</u>	

**PERMIT REPORT**  
3/1/2021 – 3/31/2021

**PERMITS ISSUED**

20-061	Jeffrey Stroh	Non-covered boatlifts/Apollo Beach Canal/Apollo Beach
20-062	Benjamin & Kimberly Sverlow	Non-covered boatlifts/Apollo beach Canal/Apollo Beach
20-063	John Ferren	Dock/non-covered boatlift/Apollo Beach Canal/Apollo Beach
21-006	Dustin Baker	L-dock/non-covered boatlift/Apollo Beach Canal/Apollo Beach
21-007	James Anderson	Remove/replace dock/boatslip/Little Manatee River/Ruskin
21-008	Donald May	L-dock/non-covered boatlift/Apollo Beach Canal/Apollo Beach

**REVISIONS**

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**VIOLATIONS**

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

**PENDING APPLICATIONS SUMMARY**

Appl.#	M/ S	Applicant	Proposed Work
15-015 Rev #1	S	RMC Brothers	Modify Existing Dock-Extend 5-Finger Pier Lengths & Add "T" Terminal Platform to Pier - Restaurant Docking Facility Expansion <b>w/ required New SSLs Lease</b>
07-149 Revision 1	S	Tampa Bay Marina, Inc	Modify Dock Plan for Construction of 117 Boat Sips & 93 Boat Lifts. No Dredging.
18-020 Rev #1	M	MCI Metro Access Transmission Service d/b/a Verizon	HDD boring with a 2 inch HDPE conduit for fiber optic cable utility project @US 301, south of Saffold Road <b>w/ Existing SSLs Esmt.</b>
19-014 Rev #1	M	KBC Enterprise, Inc.	Replace dock for Restaurant @1112 Apollo Beach Blvd., Apollo Beach <b>w/ potential Modified SSLs Lease needed</b>
19-022	M	Florida Oil Services, Inc.	Remove Existing Dock & Construct 2 new Docks with 18 Transient Slips for upland Restaurant patrons <b>w/ New SSLs Lease on Alafia River</b>
20-001	M	Innovative Design Leaders Corp.	2 Accessory Docks & Pile Supported Concrete Loading Ramp/Pier for New Riverview Boat Storage (upland) Facility @ 10531 Moody Rd, Riverview on Alafia River <b>w/ Proposed SSLs Lease</b>
20-010	S	Port Tampa Bay	Bulkhead wall, fill, dredge Berth 214
20-012	M	Saad & Barbara Hakky	Multi-Slip Dock & boatlift for New Multi-Family Residential Development on Hillsborough River (COT-SSLs)
20-015	M	Brett Emes	Maintenance dredging-Lot 57 Len-Little Harbor
20-017	M	Robert Wilson	Dock @ 6111 Lagomar Ln-Andalucia Lot <b>w/ Lease Required?</b>
20-019	M	Bridgeview Estates/Richard Rasmussen	Catwalk/Finger Pier & Non-Covered Boat Lift Addition to Existing Multi-Family Res. Community Dock
20-025	M	City of Tampa Mobility Dept	Repairs to Cass St. bridge and subaqueous/HDD cable utility line @ Hillsborough River
20-026	M	City of Tampa Mobility Dept	Repairs to Brorein St. bridge and subaqueous/HDD cable utility line @ Hillsborough River
20-028	M	NR Rocky Point Property	Remove/replace private multi-family residential multi-slip dock for Island Club @ 3015 Rocky Point Dr., Tampa <b>w/ proposed SSLs Esmt Modification</b>

<b>Appl.#</b>	<b>M/ S</b>	<b>Applicant</b>	<b>Proposed Work</b>
20-031	M	Hillsborough County Capital Programs Dept	Replace Phillips Lane Bridge (Bridge #104320) over Kitchen Branch <b>w/ Proposed SSLs Esmt.</b>
20-035	M	William Lethgo	Dock & Lift @ 719 Pinckney Dr., Ruskin /Mira Bay Lot
20-037	M	David Seitz	Hold/Mira Bay Lot Dock Proposed
20-041	M	Southern Light, LLC	Sub-aqueous HDD fiber optic cable utility line – US HWY 301 @ Hillsborough River (Unincorp. HC) <b>w/ SSLs Esmt Required?</b>
20-042	M	Port Tampa Bay	Install two 3-pile clusters for the mooring of a barge @ a temporary facility for Tampa Bay Pilots
20-043	M	TECO Peoples Gas	Replace gas main 2 <sup>nd</sup> Street east ROW Crossing Marsh Branch/Ruskin Inlet <b>w/ proposed SSLs Esmt.</b>
20-044	M	City of Tampa Wastewater Dept.	Subaqueous Crossing-Harbour Island Force Main Replacement Project <b>w/ proposed Submerged Lands Easement</b>
20-049	M	Southern Light LLC	Sub-aqueous HDD fiber optic cable utility line – US HWY 41 S @ Bullfrog Creek (Unincorp. HC) <b>w/ SSLs Esmt Required?</b>
20-052	M	Tampa Bay Water (Robert McConnell)	Install single piling for permanently mounting a continuous water quality monitoring sonde @ 603 Big Bend Road-TECO Big Bend Site-Gibsonton
20-053	M	David Lawrence	Install boatlift @625 Bailbay Road-Apollo Beach
20-055	M	Hillsborough County Public Works Dept.	Minor structural repairs & Rip-Rap for Bridge #104312 McMullen Loop over Rice Creek-Riverview, FL
20-056	M	TECO	Installation of underground distribution circuit @ 707 Islebay Drive-Apollo Beach
20-057	M	Southern Light LLC	Fiber optic cable @ 2201 S. US Highway 41-Ruskin, FL – Little Manatee River <b>w/ SSLs Esmt Required</b>
20-058	M	Southern Light LLC	Fiber optic cable @105 N US Highway 41-Ruskin, FL – Ruskin Inlet/Marsh Branch Creek - <b>w/ SSLs Esmt Required?</b>
20-059	M	Timothy Healey	Replace Dock @8706 Cobblestone Dr., Tampa
20-060	M	Southern Light, LLC	HDD Fiber optic cable @ US Hwy 301, Wimauma, FL – Little Manatee River <b>w/ SSLs Esmt Required?</b>
20-061	M	Jeffrey Stroh	Add Non-covered Boat Lift & 10' x 12' Platform Addition to Existing Dock <b>with Lease @ 6117 Lagomar Ln, Apollo Beach (Andalucia Lot 9)</b>
20-062	M	Ben Sverdlow	Add 2 Non-Covered Boat Lifts to Existing Dock <b>with Lease @ 6115 Lagomar Ln, Apollo Beach (Andalucia Lot 8)</b>
20-063	M	John Ferren	Dock/boatlift@718 Pinkckney Drive-Apollo Beach/ Mira Bay Lot
20-064	M	Tom Fairfax	Dock/dry slip/boatlift/walkway@2309 Cypress Walkway, Ruskin,FL
21-002	M	Joseph & Cristi Zavastsky	Dock@5113 W. San Jose Street-Tampa
21-003	M	Roy Kane	Sundeck to replace Roof over Lift @ 6522 Surfside Blvd-Apollo Beach
21-005	M	Bal Harbor Chateaux Condo Assoc	Lift/extend pier@1008 Apollo Beach Blvd.-Apollo Beach
21-006	M	Dustin Baker	Dock/boatlift@5703 Tybee Island Drive-Apollo Beach/ Mira Bay Lot
21-007	M	James Anderson	Dock/tie-pilings@3941 SE 24 <sup>th</sup> Street-Ruskin
21-008	M	Donald May	Dock/lift/605 Pickney Drive-Apollo Beach, FL/ Mira Bay Lot
21-009	M	Mohamed Aboul-Ezz	Boatlift@431 Mirabay Blvd.-Apollo Beach/ Mira Bay Lot
21-010	M	Ryan Shearwood	Dock/boatlift@708 Pickney Drive-Apollo Beach/ Mira Bay Lot
21-011	M	Hillsborough County Public Works Dept.	Replace 10" forcemain@2 <sup>nd</sup> street Bridge-2 <sup>nd</sup> Street SE @ 2 <sup>nd</sup> Avenue SE-Ruskin
21-012	M	Terry Montgomery	Dock Extension@926 Seagrape Drive-Ruskin

<b>Appl.#</b>	<b>M/ S</b>	<b>Applicant</b>	<b>Proposed Work</b>
21-013	M	Len Little Harbor (Michael Margolis)	Dock @ 3032 Christophers Watch Lane, Ruskin, FL
21-014	M	Florida Department of Transportation (FDOT)	Conduit-directional bore-S W Shore Blvd. and Slight Avenue-Tampa
21-015	M	Shane Faunce	Dock-lift-713 Pinckney Drive- Apollo Beach
21-016	M	Christopher Pickney	Dock-lift-5712 Tybee Island Dr-Apollo Beach
21-017	M	Andalucia Master Association	Lifts-1303 Puerto Dr-Slip B-8-Apollo Beach
21-018	M	Jeffrey Glasser	Dock-uncovered boatlift@5701 Tybee Island Drive-Apollo Beach
21-019	M	Terry Bennett-Argos USA	Repair existing piles@2001 Maritime Blvd.Tampa
21-020	M	Donna Canning	Pilings-boatlift@103 22 <sup>nd</sup> Street-Ruskin, FL
21-021	M	Chip Whitworth	Dock-lift@850 Manns Harbor Dr-Apollo Beach
21-022	M	Andrew Mannino – Orion Marine	Replace 23 monopiles@5600 W Commerce Street-Tampa
21-023	S	Specialty Restaurant Group (Whiskey Joe's)	Construct a 90-ft sheet pile groin along West side of restaurant @ 7720 W. Courtney Campbell Causeway, Tampa
21-024	M	Michael Pendergast	Walkway/boatlift@ 5607 Tybee Island Drive-Apollo Beach
21-025	M	Bobby Ramey	Repair seawall @ Ruskin,FL
21-026	M	Mike Wiles	Dock/lift @ 717 Pinckney Drive, Apollo Beach, FL
21-027	M	Southern Light LLC	Fiber optic cable-6920 E. Fletcher Avenue-Tampa
21-028	M	Zayo	Install cable under Tampa Bypass Canal-7501 Adamo Dr-Tampa
21-029	M	Zayo	Install cable under waterway-1501 Sunrise Circle-Ruskin
21-030	M	Michael Montagno	Dock-boardwalk-riprap-707 Pinckney Drive-Apollo Beach
21-031	M	FDOT – District 7	Wall Replacement @US 41- South Tamiami Trail-1501 Susie Circle-Ruskin, FL

Board Meeting  
April 20, 2021  
Environmental Department 355926

**EXPENDITURES**

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

03/01/2021 - 03/31/2021

COMPANY	DESCRIPTION	AMOUNT	FUNDING	ADDITIONAL INFORMATION
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Board Meeting  
April 20, 2021  
ID149166

**F. EXECUTIVE DIRECTOR REPORT**

**G. PRESENTATIONS**

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

**I. FUTURE PROPOSED PROJECTS**

**PORT TAMPA BAY - LIST OF FUTURE PROPOSED PROJECTS  
APRIL 2021**

Procurement Number	Project Name	Current Contractor/ Consultant	Estimated Proposal/Bid Release	Estimated Board Approval
RFP 004-21	On Call Upland Construction Services	Reno Building Universal Environmental	Apr 2021	Jun 2021
RFP 003-21	Insurance Broker Services	Hugh Wood, Inc.	May 2021	Aug 2021
RFP 001-21	Comprehensive Banking Services	Suntrust	May 2021	Aug 2021
RFQ 004-21	Official Directory, Map & Magazines	Clements Publishing	Jun 2021	N/A (Below Threshold)
<b>ITB 006-21</b>	<b>Landscape Services</b>	<b>TCC Enterprises</b>	<b>Jun 2021</b>	<b>Aug 2021</b>
<b>ITB 007-21</b>	<b>Grounds Maintenance</b>	<b>Williams Landscape</b>	<b>Jun 2021</b>	<b>Aug 2021</b>

NOTE: This list contains possible future projects. Be advised these projects may be cancelled, delayed, or revised as required by PTB. Recently added projects are reflected in **bold**.

**J. CALENDAR OF EVENTS**

**APRIL 22, 2021 EARTH DAY AND THE FIRST ANNUAL “GREAT PORT CLEANUP”**

**K. DATE OF NEXT MEETING**

**TUESDAY, MAY 18, 2021, 9:30 AM**

*VISIT [WWW.PORTTAMPABAY.COM](http://WWW.PORTTAMPABAY.COM) FOR FURTHER INFORMATION*

**L. ADJOURNMENT**