



**PORT TAMPA BAY
MONTHLY BUSINESS MEETING
MAY 20, 2014 - 9:30 AM**

A. Invocation - Pledge	2
Public Comment	
B. Minutes and Financial Statement	
1. Approval of Minutes of April 15, 2014 Board Meeting	3
2. Presentation of Cargo and Cruise Quarterly Report	18
3. Presentation and Approval of Financial Statement for Seven Months Ending April 30, 2014	20
C. Consent Agenda	
1. Approval of Minor Work Permit 14-001 Submerged Lands Rule Utility Variance for City of Tampa Subaqueous Water Main Pipeline Under Hillsborough River in Tampa, Florida	21
2. Approval of Utility Easement - FDOT's Intelligent Transportation Systems	23
D. Regular Agenda	25
1. Approval of Resolution Authorizing a Bank Loan for the Purpose of Refunding the Series 2005A Refunding Revenue Bonds	26
2. Approval of Amendment No. 6 on Container Facilities Improvements Agreement No. 09-00109-02 with Batson-Cook Company for Hooker's Point Development Sitework	91
3. Approval of the Award of Port Redwing Security Fence, ITB No. B-009-14, Contract No. 14-01914	92
4. Approval of Geotechnical, Engineering, Testing and Inspection Consultant Services RFQ No. Q-004-14, Agreement No. 14-00714	95
5. Approval of Amendment No. 2 to the Petroleum Facilities License Agreement at the REK Facility	107
6. Approval of the Enhanced Camera and Video Storage Upgrade for the Port Tampa Bay Closed Circuit Camera System	109
E. Receipt of Reports	110
1. Report of Legal Fees by Project	111
2. Report of Aged Account Receivables	114
3. Report of Contract Status	118
4. Report of Work Permits	120
5. Report of Expenditures Between \$50,000 and \$100,000	121
F. Executive Director Report	122
G. Presentations	
H. New Business/Commissioners' Comments	
I. Future Proposed Projects	123
J. Calendar of Events	124
K. Date of Next Meeting	
Tuesday, June 17, 2014, 9:30 am	
L. Adjournment	

A. INVOCATION AND PLEDGE

PUBLIC COMMENT

B. APPROVAL OF MINUTES

**PRESENTATION OF CARGO AND CRUISE
QUARTERLY REPORT**

**PRESENTATION AND APPROVAL OF
FINANCIAL STATEMENT**

C. APPROVAL OF CONSENT AGENDA

**PORT TAMPA BAY
Business Meeting
April 15, 2014**

The Port Tampa Bay (PTB) Business Meeting was called to order at 9:32 a.m. with the following Board members present: Mr. Stephen Swindal, Chairman; Mr. Carl Lindell, Jr., Vice Chairman; Mr. Patrick H. Allman, Secretary/Treasurer; Ms. Sandra Murman, Commissioner; Mr. John Grandoff III, Commissioner; and Mayor Bob Buckhorn, Commissioner.

The following PTB senior management staff members were present: Mr. Paul Anderson, Port President and Chief Executive Officer; Mr. Charles Klug, Chief Legal Officer; Mr. Raul Alfonso, Executive Vice President and Chief Commercial Officer; Mr. Mike Macaluso, Chief Financial Officer; Mr. John Thorington, Vice President of Government Affairs and Board Coordination; Mr. Ram Kancharla, Vice President of Planning and Development; Mr. Wade Elliott, Vice President of Marketing and Business Development; Mr. Jim Renner, Vice President of Real Estate; Mr. Karl Strauch, Vice President of Brand Development and Regional Alliances; Ms. Donna Wysong, Vice President of Legal Affairs and Deputy Port Counsel; and Mr. Ed Miyagishima, Senior Advisor to Port President/CEO.

The public attendance sheet is Attachment 1.

A. INVOCATION – PLEDGE

Chaplain Steve Finnessy gave the invocation and led the Pledge of Allegiance.

INSTALLATION OF NEW COMMISSIONER

Mr. Gregory J. Celestan, appointed by Governor Rick Scott on March 28, 2014, was sworn in as the PTB's newest Commissioner by Hillsborough County Judge Christopher Nash.

RESOLUTION FOR OUTGOING COMMISSIONER

Chairman Swindal read a resolution commending former Commissioner Larry Shipp. The resolution is Attachment 2. Mr. Shipp thanked the PTB Board, staff, and the port community and expressed his appreciation for the opportunity to serve as a commissioner.

B. PUBLIC COMMENT

Ms. Marilyn Smith commended Commissioner Shipp for his service as PTB board member. Ms. Smith also commented on the executive recruitment process contract consultant.

The Public Comment sheet is Attachment 3.

APPROVAL OF MINUTES OF THE MARCH 18, 2014 BOARD MEETING

Commissioner Murman, seconded by Mayor Buckhorn, moved to approve and receive the Minutes of the March 18, 2014 Board Meeting as presented. The motion carried unanimously.

APPROVAL OF THE FINANCIAL STATEMENT OF SIX MONTHS ENDING MARCH 31, 2014

Mr. Mike Macaluso presented the Financial Statement of Six Months ending March 31, 2014, and reviewed specific line items.

After a brief clarification on budget timing, Commissioner Murman, seconded by Mayor Buckhorn, moved to approve the Financial Statement of Six Months ending March 31, 2014. The motion carried unanimously.

C. APPROVAL OF CONSENT AGENDA

- 1. Approval of the Lease Agreement with Jian Lu And Jinli Xie for Certain Uplands Located in Apollo Beach, Florida**
- 2. Approval of Submerged Lands Lease with Wilson Franklin, LLC**
- 3. Approval of Revised Standard Work Permit Application 10-016R: Modification of Maintenance Dredging for the Tampa Yacht and Country Club Marina, Tampa, Florida**
- 4. Approval of License Agreement with Great Lakes Dredge & Dock Company**

Mayor Buckhorn, seconded by Commissioner Murman, moved to approve the consent agenda as presented. The motion carried unanimously.

D. REGULAR AGENDA

- 1. Approval of the Award of Customs Examination Station (Building 354) Roof Improvements, Contract No. 14-00914, ITB No. B-04-14**

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

There being no questions, Commissioner Murman, seconded by Mayor Buckhorn, moved to authorize the Port President/CEO or his designee to execute Contract No. 14-00914 with P. J. Callaghan Construction, Inc. for Customs Examination Station (Building 354) Roof Improvements, in an amount not to exceed \$212,297.18 and authorize an additional 10% (\$21,230) contingency for unforeseen conditions, for a total budget of \$233,527.00, subject to review by the Chief Legal Officer. The motion carried unanimously.

2. Approval of the Award of Contract for FY 2014 Roadway Improvements, PTB Project No. 14-00513, ITB No. B-006-14

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

There being no questions, Commissioner Murman, seconded by Commissioner Lindell, moved to authorize the Port President/CEO or his designee to execute Contract No.14-00513 with L. Cobb Construction, Inc. for FY 2014 Roadway Improvements in an amount not to exceed \$2,320,156.60, and authorize a total budget for the project in an amount not to exceed \$2,436,164.43, which includes a five percent (5%) contingency fund to remedy any unforeseen conditions, all subject to review by the Chief Legal Officer. The motion carried unanimously.

3. Approval of Property, Liability, and Flood Insurance Coverage

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

In response to Commissioner Grandoff's questions, Mr. Macaluso explained that Hugh Wood, the PTB insurance broker, would negotiate premium rates with the insurance underwriters until the last possible moment to ensure the best rates in an ever-changing insurance market. He stated this option ensures PTB receives the best coverage for the best premium rate.

Commissioner Grandoff, seconded by Commissioner Murman, moved to authorize the Port President/CEO or his designee to bind the Property; Comprehensive General and Marine Liability (CGL) & Excess Liability; Public Official's Liability; Government Crime; Maritime Employers Liability; Boiler & Machinery; Hull and P&I; Vessel Owners Pollution; Foreign Liability; Storage Tank Third Party Liability; Site Pollution Liability; Commercial Automobile; Privacy (Cyber) Liability; and Flood Insurance from April 30, 2014 / May 1, 2014 to April 30, 2015, at the coverage levels and premiums as noted on the attachment. Total cost for the above policies will be a not-to-exceed amount of \$2,053,077. This authorization will include a stipulation that premiums for the current year may increase or decrease depending upon PTB adding or deleting coverage.

Additionally, allow the Port President/CEO or his designee to bind coverage with alternate underwriters if those underwriters provide greater coverage at the same premium or the same coverage at a lower premium. The PTB Board of Commissioners would be advised of any such changes at the May 2014 Board meeting. The motion carried unanimously.

4. Approval of Operating Agreement with Royal Caribbean Cruises Ltd.

Mr. Greg Lovelace, Director of Marketing & Business Development Cargo & Cruise, outlined the item as presented in the write-up included in the agenda. Mr. Lovelace introduced Mr. Julio Soto of the auto club group, AAA. Mr. Soto stated his company's support for the proposed agreement.

There being no questions, Commissioner Murman, seconded by Mayor Buckhorn, moved to authorize the Port President/CEO or his designee to execute a cruise ship operating agreement with Royal Caribbean Cruises Ltd in accordance with the terms and conditions outlined in the agenda item, subject to review by the Chief Legal Officer. The motion carried unanimously.

5. Approval of Consent to Assignment of the Ground Lease Agreement Between Port Tampa Bay and OneSteel Recycling, Inc. to Trademark Metals Recycling, LLC

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

There being no questions, Commissioner Allman, seconded by Commissioner Murman, moved to authorize the Port President/CEO or his designee to execute a consent to the proposed assignment of the OneSteel Lease from OneSteel Recycling, Inc. to Trademark Metals Recycling, LLC, subject to review by the Chief Legal Officer. The motion carried unanimously.

E. RECEIPT OF REPORTS

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

Mayor Buckhorn, seconded by Commissioner Celestan, moved to receive the reports as presented. The motion carried unanimously.

F. EXECUTIVE DIRECTOR REPORT

Mr. Anderson welcomed Commissioner Celestan to the PTB Board and congratulated Commissioner Allman on his reappointment.

Mr. Anderson reported that PTB participated in a safety and awareness partnership meeting with the port community, local first responders, and local emergency management officials. On March 20, 2014, staff met at the City of Tampa Emergency Operations Center with community representatives to begin the planning stages of the new Port Community Outreach Initiative. Mr. Anderson explained the plan would focus on educating residents in communities near the port how to respond to possible incidents that may occur in and around port facilities.

Mr. Anderson stated that the maritime class from Blake High School toured the port recently. The maritime classes at both Blake and Jefferson High Schools were introduced to provide job opportunities within industries at the port, and the classes were the first of their kind in the U.S. The program is a joint program with the port, the school district, and the Propeller Club, led by Mr. Dave Sessums, who chairs the Club's Education Committee.

Mr. Anderson reported that the Richmond (Virginia) Chamber of Commerce recently visited PTB during their benchmarking trip to the Tampa area. PTB hosted a harbor tour of the port for Chamber members. Mr. Anderson stated that former Tampa Chamber president Kim Scheeler now heads the Richmond Chamber.

Mr. Anderson reported Florida Governor Rick Scott visited the Titan Metals facility in the port to announce the latest job numbers for the state. The event provided a great profile for the port and the important role ports play in America and in the State of Florida with job creation and high-quality jobs.

Mr. Anderson reported that PTB hosted the International Pineapple Organization's 2014 Global Pineapple Conference, which was co-sponsored by CSX and Ports America. The event brought together many of the key stakeholders in the pineapple industry, including major growers, importers, and processors, as well as the transportation and logistics providers.

Mr. Anderson stated that the McKay Bay Restoration Project had received an award at the 22nd Annual Future of the Region Awards luncheon in March. Mr. Anderson thanked PTB's environmental team for the success with environmental projects, and noted the assistance from the Southwest Florida Water Management District on this particular project.

Mr. Anderson reported that PTB had signed a sister port memorandum of understanding with the Port of Barranquilla, Colombia. The City of Tampa also has a Sister City relationship with the City of Barranquilla. Mayor Buckhorn led a Tampa delegation to Colombia in December of 2012, which resulted in the initiation of the agreement.

Mr. Anderson stated that Fitch Ratings affirmed PTB's credit rating of A- and provided a stable outlook. PTB's ongoing business diversification and increased intermodal connectivity, such as the I-4 Connector, were key factors in the strong rating.

Mr. Anderson stated that PTB staff participated in International Days and the renewal of Hillsborough Day in Tallahassee during the legislative session. Staff worked closely with the Florida Chamber on numerous business initiatives. In addition, Mr. Anderson had traveled to Washington, D.C. for the American Association of Port Authorities annual Spring Conference, and had met with federal representatives to promote PTB and all U.S. ports.

Mr. Anderson stated that PTB staff participated in a ceremony at International Ship dedicating a new crane, which was acquired in part with funding from the U.S. Maritime Administration's "Small Shipyard Grant Program." Congresswoman Kathy Castor and U.S. Senator Bill Nelson took part in the event. Mr. Anderson also noted that the crane acquisition would benefit the port and region by enhancing the shipyard repair industry's ability to service customers from around the world.

G. PRESENTATIONS

Mr. Bob O'Malley, resident vice president of Florida for CSX, gave a brief presentation about CSX and their partnership with PTB.

Mayor Buckhorn asked Mr. O'Malley if there was a solution to train horns sounding during the night in the downtown area. Although the horn sounding is a federal requirement, Mr. O'Malley stated he would check into current compliance by the operators to ensure they were not blowing louder or more frequently than required. Mr. O'Malley also stated that the only way to discontinue the horn blowing would be for the Federal Railroad Administration (FRA) to grant a quiet zone designation. Mayor Buckhorn asked that Mr. O'Malley begin the process with the FRA to designate a quiet zone in downtown Tampa. Commissioner Murman commended Mayor Buckhorn for his request and added that she receives similar complaints from her constituents.

The presentation is [Attachment 4](#).

H. NEW BUSINESS / COMMISSIONERS' COMMENTS

Mr. Anderson stated that he had an additional item from his Executive Director's report. He then announced the U.S. Bankruptcy Court in Delaware dismissed in its entirety the adversary complaint filed by the Liberty Group.

Chairman Swindal further stated that PTB was determined to do what was right for the community regarding Channelside, and that was why PTB moved forward with the settlement agreement last summer to approve a purchase. PTB's interest in acquiring the leasehold was to expedite the revitalization of the retail complex, and realization of the center's full potential.

Commissioner Murman stated that Channelside could be the heart and soul of development and redevelopment in downtown Tampa. Commissioner Murman urged PTB staff to remain steadfast in their work to get the property under one owner.

Mr. Klug noted the dismissal of the adversary complaint in its entirety was one part of the case. PTB would continue working with the special liquidator and their counsel at the bankruptcy court.

After brief discussion regarding legal and financial authority, Commissioner Allman complimented the PTB legal team on the recent outcome in Delaware and noted that PTB has a duty on behalf of the existing tenants and to the community in general to move forward with the process in a responsible and timely manner.

Commissioner Grandoff also commended the legal team for their perseverance and representation.

Mr. Anderson stated that he would continue to work closely with Chairman Swindal. Mr. Anderson also noted that Mr. Klug had recently been awarded the Top Corporate Counsel for a Public Agency by the Tampa Bay Business Journal. Mr. Anderson continued that Mr. Klug's reputation, integrity, and ethics are impeccable and that Mr. Klug is highly respected in the community.

I. FUTURE PROPOSED PROJECTS

Mr. Anderson noted the list of upcoming projects and the proposed dates.

J. CALENDAR OF EVENTS

The following events were noted by Mr. Anderson:

- April 17, 2014, 2:00 – 3:00 pm PTB Board room: NPDES Annual Storm Water Management Training
- April 24, 2014, 9:00 am – 12:15 pm PTB Board room: "Partnering for Compliance" – Free Training Seminar provided by Florida Department of Environmental Protection

K. NEXT MEETING

Chairman Swindal announced the next Board meeting was scheduled for May 20, 2014, at 9:30 a.m.

L. ADJOURNMENT

There being no further business, the meeting adjourned at 10:57 a.m.

ATTEST:

Stephen Swindal, Chairman

Patrick H. Allman, Secretary/Treasurer

**TAMPA PORT AUTHORITY, d/b/a PORT TAMPA BAY
BUSINESS MEETING
April 15, 2014 – 9:30 a.m.**

PUBLIC ATTENDANCE SIGN-IN SHEET

NAME**BUSINESS**

DANIELLE JOHNSON	ISR
Mary Lynn	Port MARIETTA
HENRY SARNEDRA	PTMIA
Greg Quinlan	MEBA
MANUE BRADY	BENNETT/CALIX
Bill Simpson	ACT
Arthur Savage	A. R. Savage & Son
David S. Hendrix	Gray Robinson
Alissa Ellison	Gray Robinson
Emil Vayns	The Junction
Melanie Jantschuk	PSI
Lynne Vadekind	Mosale
Tim Shusta	Phelps Dunbar, LLP
Bill Kuzmuk	Ucta / Delors
Hamid Sahabkar	Stantec
Ayşe Erganmese	Stantec

Additional spaces on next page, if necessary.

**TAMPA PORT AUTHORITY, d/b/a PORT TAMPA BAY
BUSINESS MEETING
April 15, 2014 – 9:30 a.m.**

PUBLIC ATTENDANCE SIGN-IN SHEET

NAME

BUSINESS

Mari Bonbrest

HDR

Stephen Hall

I-L-A

Richard Gust

MOSAIC

ALLEN THOMPSON

TAMPA BAY PILOTS

Dennis Manelli

Hendry Marine

Kristen Clittenden

Hendry Marine

John Woelfel

Newport Board Group

PETE SAVAGE

NEWPORT BOARD GROUP

JIM KIMBRELL

MARINE TOWING

WHEREAS, Mr. Lawrence Shipp was appointed to the Board of Commissioners of Port Tampa Bay by Governor Jeb Bush in February 2006 and reappointed by Governor Charlie Crist in January 2010, serving with distinction until the expiration of two appointments, in March 2014; and

WHEREAS, in addition to his commitment to the affairs of the local business community, Mr. Shipp has served the Board of Commissioners successfully as Chairman for five years, and also as Vice Chairman and Secretary/Treasurer; and

WHEREAS, Mr. Shipp's devotion of his time and talents to the continued growth and prosperity of Port Tampa Bay are reflected in a multitude of accomplishments by the Port during his tenure, including completion of the Port's strategic and master plans; considerable safety and security enhancements; the significant growth of the Port's container trade and commencement of global container services; development of new berthing facilities at Port Redwing and East Port; modernization and expansion of the port's petroleum terminal operations; upgrades to cruise deployments; new business agreements and leasehold extensions with various port tenants; and the completion of several major environmental projects improving the quality of Tampa Bay and marine habitats; and

WHEREAS, Mr. Shipp's guidance and professionalism helped to create mutually beneficial service and facility contracts with national and multi-national customers such as Ports America, Separation Technologies, AMPORTS, Mediterranean Shipping Company, Atlantic Ro-Ro Carriers, and the world's largest cruise lines, leading to new and unique cargo and cruise opportunities at Port Tampa Bay; and

WHEREAS, Mr. Shipp's thoughtful and insightful leadership has helped Port Tampa Bay to thrive and remain financially strong despite a significant and far-reaching global economic downturn while maintaining an unfettered focus on the Port's strategic and master plans; and

WHEREAS, Port Tampa Bay is losing the services of a dedicated public servant, respected community leader, and strong ambassador;

NOW THEREFORE BE IT RESOLVED, that Port Tampa Bay, speaking for itself and the entire port community, expresses its sincere appreciation and commends Mr. Shipp for his loyal and dedicated service to Port Tampa Bay and the maritime community; and

BE IT FURTHER RESOLVED, that a copy of this resolution be spread upon the pages of the minutes of the Port Tampa Bay business meeting of this date,

DONE this 15th day of April, 2014

AUTHENTICATED:

**TAMPA PORT AUTHORITY, d/b/a PORT TAMPA BAY
BUSINESS MEETING
April 15, 2014 – 9:30 a.m.**

**PUBLIC COMMENT
SIGN-IN SHEET**

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

To make comments at beginning of meeting:

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

<u>NAME / ADDRESS</u>	<u>TOPIC / AGENDA ITEM NUMBER(S)</u>
maeilgw ^{rka mother} Smith-Gosse	Port Process
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

To make comments on specific agenda items:

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

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




G. PRESENTATIONS

**CSX – Bob O’Malley, Resident
VP – Florida**

April 15, 2014
Board Meeting

Item G



PORT TAMPA BAY.



CSX Transportation
Presentation to Port Tampa Bay
April 15, 2014



Port Tampa Bay + CSX = Economic Opportunity



3

How tomorrow moves



Raising Awareness of the Value of Trade

Port Tampa Bay inks deal with Colombian port

The Packer, April 4, 2014

An Expanding Port Tampa Bay Could Offer Opportunities for Polk

Lakeland Ledger, March 22, 2014

New CSX terminal will bring big changes

Tampa Tribune, March 23, 2014

Florida exports up 7.1% in January

Orlando Business Journal, March 25, 2014

Tampa courts Latin American suppliers

America Fruit, March 24, 2014

“We WILL be the gateway to the Americas”

Mayor Buckhorn, SOTC Address, March 25, 2014

Gov. Scott: Tampa Bay a job growth leader

Tampa Bay Business Journal, March 28, 2014

4

How tomorrow moves





CSX's Rail Network is an Economic Development Asset

- **Founded in 1827 as B&O (1st U.S. Railroad)**
- **Headquartered in Jacksonville, FL**
- **Employees: 31,000 (5,000 in FL)**
- **21,000 Miles of Rail Network**
- **Operate an Average of 1,350 Trains/Day**
- **\$2.3 billion in infrastructure investments in 2014**
- **Serves 70 ocean, lake and river ports**
- **Connects Florida businesses with domestic and international markets**

5 How tomorrow moves

Rail is Good for the Economy and the Environment

- **Rail is the safest, most environmentally friendly mode of ground transportation**
- **Moving freight by rail is 3 times more fuel efficient than trucks**
- **Trains can move a ton of freight 480 miles on a single gallon of fuel**
- **One train can carry the load equivalent of 280 trucks**

YELLOW + BLUE = GREEN

6 How tomorrow moves



Central Florida Intermodal Logistics Center

Operational efficiencies

- Increased moves/hour
- Terminal throughput
- Improved connectivity
- Reduced maintenance
- Reduced emissions
- Cost savings
- Scalable capacity



7

How tomorrow moves



CSX Contact Information

Bob O'Malley
(407) 803-3969
Bob_OMalley@CSX.com

Follow @CSX on Twitter

1-877-Tell-CSX
TellCSX@CSX.com

8

How tomorrow moves



Port Tampa Bay
Port Tampa Bay Berths
 YTD (OCT - MAR)
 FY14 vs FY13

BULK CARGO				
	FY14	FY13	Inc(Dec)	%
COMMODITY	NET TONS	NET TONS		
DRY BULK CARGO				
CEMENT, BULK	65,257	51,769	13,488	26%
CITRUS PELLETS	36,373	51,249	(14,876)	-29%
GRANITE ROCK, BULK	206,711	352,334	(145,623)	-41%
LIMESTONE	737,264	557,849	179,415	32%
PHOSPHATIC CHEMICAL, BULK	566,765	573,538	(6,773)	-1%
<i>Other Dry Bulk Commodities</i>	85,155	72,919	12,236	17%
Total Dry Bulk Cargo:	1,697,525	1,659,658	37,867	2%
LIQUID BULK CARGO				
AMMONIA, ANHYDROUS	226,850	277,681	(50,831)	-18%
CONCENTRATE & CITRUS, BULK	49,560	134,235	(84,675)	-63%
PETROLEUM PRODUCTS	3,123,161	3,457,364	(334,203)	-10%
SULPHUR, LIQUID	383,619	387,864	(4,245)	-1%
SULPHURIC ACID	-	18,567	(18,567)	-100%
<i>Other Liquid Bulk Commodities</i>	34,006	44,358	(10,352)	-23%
Total Liquid Bulk Cargo:	3,817,196	4,320,069	(502,873)	-12%
TOTAL BULK CARGO:	5,514,721	5,979,727	(465,006)	-8%
GENERAL CARGO				
	FY14	FY13	Inc(Dec)	%
Commodity	NET TONS	NET TONS		
Containerized	197,818	165,093	32,725	20%
Scrap Metal	189,368	239,820	(50,452)	-21%
Steel Products	91,821	91,394	427	0%
Vehicles ¹ (in tons)	2,311	4,047	(1,736)	-43%
<i>Other General Cargo Commodities</i>	9,031	11,619	(2,588)	-22%
TOTAL GENERAL CARGO:	490,349	511,973	(21,624)	-4%
TOTAL BULK AND GENERAL:	6,005,070	6,491,700	(486,630)	-7%
TEUS² (includes empties)	22,352	19,879	2,473	12%
Passengers³	550,818	593,676	(42,858)	-7%
No. of Sailings	128	134	(6)	-4%

Notes:

¹Does not include tractors, trailers or ferry vehicles

²Port Authority Berths only-includes empties

³ Includes embark/disembark/intransit passengers

Data as of 5-14-14

Subject to Change

by ETA Date

Port Tampa Bay
Total Port
YTD (OCT-MAR)
FY14 vs FY13

BULK CARGO				
	FY14	FY13	Inc(Dec)	%
COMMODITY	NET TONS	NET TONS		
DRY BULK CARGO				
CEMENT, BULK	65,257	51,769	13,488	26%
CITRUS PELLETS	77,945	78,105	(160)	0%
COAL	1,181,547	834,960	346,587	42%
GRANITE ROCK, BULK	206,711	352,334	(145,623)	-41%
LIMESTONE	737,264	557,849	179,415	32%
PHOSPHATE, ROCK/CHEMICAL	3,406,939	3,569,195	(162,256)	-5%
<i>Other Dry Bulk Commodities</i>	<i>606,137</i>	<i>568,460</i>	<i>37,677</i>	<i>7%</i>
Total Dry Bulk Cargo:	6,281,800	6,012,672	269,128	4%
LIQUID BULK CARGO				
AMMONIA, ANHYDROUS	914,795	919,065	(4,270)	0%
CONCENTRATE & CITRUS, BULK	49,560	134,235	(84,675)	-63%
PETROLEUM PRODUCTS	7,660,724	7,773,942	(113,218)	-1%
SULPHUR, LIQUID	1,363,420	1,451,067	(87,647)	-6%
SULPHURIC ACID	-	18,567	(18,567)	-100%
<i>Other Liquid Bulk Commodities</i>	<i>82,990</i>	<i>84,995</i>	<i>(2,005)</i>	<i>-2%</i>
Total Liquid Bulk Cargo:	10,071,489	10,381,871	(310,382)	-3%
TOTAL BULK CARGO:	16,353,289	16,394,543	(41,254)	0%
GENERAL CARGO				
	FY14	FY13	Inc(Dec)	%
Commodity	NET TONS	NET TONS		
Containerized	197,818	165,093	32,725	20%
Scrap Metal	194,968	239,820	(44,852)	-19%
Steel Products	91,821	91,394	427	0%
Vehicles ¹ (in tons)	2,311	4,047	(1,736)	-43%
<i>Other General Cargo Commodities</i>	<i>50,043</i>	<i>38,745</i>	<i>11,298</i>	<i>29%</i>
TOTAL GENERAL CARGO:	536,961	539,099	(2,138)	0%
TOTAL BULK AND GENERAL:	16,890,250	16,933,642	(43,392)	0%
VESSELS				
Barge	542	448	94	21%
Cruise	128	134	(6)	-4%
Tug	525	454	71	16%
Vessel	394	435	(41)	-9%
Total:	1,589	1,471	118	8%

¹ Does not include tractors, trailers or ferry vehicles
Includes all port berths; foreign and domestic cargo
Vessel includes training vessels, repair/idle vessels
Data as of 5-14-14
Subject to Change

TAMPA PORT AUTHORITY
Budgetary Comparative Statement of Revenue and Expenses
with Debt Service Coverage
For periods ending , April 2013 and 2014

YTD Apr 2013 Actual	YTD Apr 2014 Actual	Favorable (Unfavorable)	% Favorable (Unfavorable)		YTD Apr 2014 Budget	YTD Apr 2014 Actual	Favorable (Unfavorable)	% Favorable (Unfavorable)
\$ 20,775,315	\$ 23,597,624	\$ 2,822,309	13.58%	-----Operating revenue-----	\$ 23,585,921	\$ 23,597,624	\$ 11,703	0.05%
\$ 6,341,171	\$ 6,538,872	\$ 197,701	3.12%	Port usage fees	\$ 6,047,731	\$ 6,538,872	\$ 491,141	8.12%
\$ 562,177	\$ 482,770	\$ (79,406)	(14.12%)	Rentals	\$ 607,667	\$ 482,770	\$ (124,897)	(20.55%)
\$ 27,678,663	\$ 30,619,267	\$ 2,940,604	10.62%	Other operating	\$ 30,241,319	\$ 30,619,267	\$ 377,948	1.25%
				-----Total operating revenue-----				
\$ 5,674,670	\$ 6,789,858	\$ (1,115,188)	(19.65%)	-----Operating expense-----				
\$ 280,815	\$ 536,965	\$ (256,149)	(91.22%)	Personnel	\$ 7,134,850	\$ 6,789,858	\$ 344,992	4.84%
\$ 6,422,614	\$ 8,235,064	\$ (1,812,450)	(28.22%)	Promotional	\$ 760,224	\$ 536,965	\$ 223,259	29.37%
\$ 12,378,100	\$ 15,561,887	\$ (3,183,787)	(25.72%)	Administrative	\$ 8,659,254	\$ 8,235,064	\$ 424,190	4.90%
				-----Total operating expense-----	\$ 16,554,328	\$ 15,561,887	\$ 992,441	6.00%
\$ 15,300,563	\$ 15,057,380	\$ (243,184)	(1.59%)	-----Operating income----- *	\$ 13,686,991	\$ 15,057,380	\$ 1,370,389	10.01%
				--Other non-operating revenue/(expense)--				
\$ 473,917	\$ 347,860	\$ (126,057)	(26.60%)	Interest income	\$ 285,421	\$ 347,860	\$ 62,439	21.88%
\$ (3,419,086)	\$ (3,108,656)	\$ 310,430	9.08%	Interest expense	\$ (3,108,656)	\$ (3,108,656)	\$ (0)	(0.00%)
\$ 10,176,664	\$ 10,264,610	\$ 87,946	0.86%	Ad valorem tax receipts	\$ 9,465,600	\$ 10,264,610	\$ 799,010	8.44%
\$ (326,689)	\$ (515,002)	\$ (188,313)	(57.64%)	Other, net	\$ (371,631)	\$ (515,002)	\$ (143,371)	(38.58%)
\$ 6,904,806	\$ 6,988,812	\$ 84,006	(1.22%)	-----Net non-operating revenue-----	\$ 6,270,734	\$ 6,988,812	\$ 718,078	11.45%
\$ 22,205,370	\$ 22,046,192	\$ (159,178)	(0.72%)	Net income, excluding grant revenue*	\$ 19,957,725	\$ 22,046,192	\$ 2,088,467	10.46%
				-----Grants-----				
\$ 10,189,041	\$ 6,310,110	\$ (3,878,931)	(38.07%)	Capital/Non-Operating Grants	\$ 9,825,000	\$ 6,310,110	\$ (3,514,890)	(35.77%)
\$ 10,189,041	\$ 6,310,110	\$ (3,878,931)	(38.07%)	-----Total Grants-----	\$ 9,825,000	\$ 6,310,110	\$ (3,514,890)	(35.77%)
\$ 32,394,410	\$ 28,356,302	\$ (4,038,109)	(12.47%)	Net income, including grant revenue*	\$ 29,782,725	\$ 28,356,302	\$ (1,426,423)	(4.79%)
<i>*Before depreciation/amortization</i>				-----Debt Service Coverage-----				
				<i>(based on preceding 12-month period)</i>				
\$ 23,158,284	\$ 24,326,059	\$ 1,167,775	5.04%	Total available for debt service				
\$ 14,291,745	\$ 15,046,226	\$ (754,481)	(5.28%)	Combined debt service, parity bonds				
1.62	1.62			Bond coverage, parity bonds				
\$ 14,291,745	\$ 15,046,226	\$ (754,481)	(5.28%)	Combined debt service, parity & junior				
1.62	1.62			Bond coverage, parity & junior bonds				

**SUBJECT: MINOR WORK PERMIT 14-001 SUBMERGED LANDS RULE UTILITY
VARIANCE FOR CITY OF TAMPA SUBAQUEOUS WATER MAIN
PIPELINE UNDER HILLSBOROUGH RIVER IN TAMPA, FLORIDA**

BACKGROUND:

The City of Tampa (COT) Water Department submitted an application proposing a new 36-inch subaqueous water main pipeline within a 54 to 60-inch steel casing crossing under Hillsborough River in downtown Tampa. The proposed pipeline shall be constructed via a micro tunnel under the river from an upland shaft connection point on the City's Riverwalk shoreline at the Straz Center of Performing Arts and on the west side at Julian B. Lane Park behind the shoreline seawalls. The City of Tampa owns the sovereign submerged lands within the river and the project's upland staging areas.

The variance request is to install the water main pipeline with less than 10 feet of cover of the river channel bottom as required by the Engineering Standards for Submerged Land Utility Crossing addendum to Port Tampa Bay's Submerged Lands Management Rules (Rules). The COT proposes to construct the pipeline within 8 feet of cover from the river bottom due to geotechnical concerns with the presence of sediments (chert strata) that occur at the 10 foot depth.

FACTS/COMMENTS:

The Rules provide for granting a variance if conditions are met which assure that the proposal is not contrary to the spirit and intent of the Rules and the variance requested arises from a unique and peculiar submerged land condition. The application submitted and the information provided meets these conditions.

The proposed project received recommendations of approval from the Environmental Protection Commission (EPC) of Hillsborough County. The corresponding state permit has been issued by the Florida Department of Environmental Protection and the federal permit application is currently under review by the U.S. Army Corps of Engineers.

RECOMMENDATION:

Authorize the President/CEO or his designee to issue the variance and execute Minor Work Permit No. 14-001, subject to review by the Chief Legal Officer.

Board Meeting
May 20, 2014
Environmental 186745/186669



**SUBJECT: FDOT INTELLIGENT TRANSPORTATION SYSTEMS UTILITY
EASEMENTS**

BACKGROUND:

The Florida Department of Transportation (FDOT) plans to construct an Intelligent Transportation System (ITS) along Maritime Boulevard and Guy Verger Boulevard at the main entrance/exit to Hookers Point. This system will include cameras and variable message signs that will convey highway conditions and traffic information to commercial vehicles entering and exiting Port Tampa Bay (PTB). The system will also have connectivity to the PTB's Security Operations Center so that the same highway and traffic information will be available to PTB staff.

FACTS/COMMENTS:

FDOT's proposed ITS requires easements from PTB for its CB radio signs, antenna, digital message signs, and underground conduit. PTB staff has reviewed FDOT's proposed ITS and recommends approval of the easements.

RECOMMENDATION:

Authorize the President/CEO or his designee to execute easements for FDOT's Intelligent Transportation System infrastructure that will be located on PTB property at Maritime Boulevard and Guy Verger Boulevard, subject to review by the Chief Legal Officer.



D. REGULAR AGENDA

SUBJECT: RESOLUTION AUTHORIZING A BANK LOAN FOR THE PURPOSE OF REFUNDING THE SERIES 2005A REFUNDING REVENUE BONDS

BACKGROUND:

In March 2005, Port Tampa Bay (PTB) issued \$56.475 million of Refunding Revenue Bonds ("2005A Bonds"). The bonds were issued to refund, i.e. refinance, all of PTB's outstanding Refunding Revenue Bonds, Series 1995. The 2005A Bonds are currently outstanding in the amount of \$47.640 million with \$36.640 million issued with a call date (the date on which a bond can be redeemed before maturity) of June 1, 2015. The callable Bonds carry an interest rate of 5%.

FACTS/COMMENTS:

PTB staff, along with the its independent financial advisors, Public Financial Management, Inc. (PFM), constantly monitors PTB's outstanding debt portfolio for refinancing opportunities to determine if PTB may replace any current outstanding debt with lower interest rate debt. The 2005A Bonds carry the Alternative Minimum Tax (AMT) status thus, per federal tax laws, they can only be refunded no more than 90 days prior to the call date of June 1, 2015, i.e. March 3, 2015. However, due to the attractive level of current interest rates, PTB would benefit from locking in a fixed interest rate for the refunding of the callable Bonds based on today's market conditions. The refunding of the 2005A Bonds does not constitute an issuance of new or additional debt; rather, it is a refinancing of existing debt.

In order to meet the refunding requirements of the 2005A Bonds and at the same time take advantage of today's low interest rate environment, PTB and PFM staff has determined that a direct placement "forward" bank loan would be the best option. A direct placement "forward" bank loan ("bank loan") would allow PTB to lock in today's favorable interest rate environment for a transaction that would not close until March 3, 2015 (90 days prior to the call date of June 1, 2015). Additionally, a bank loan would include lower issuance costs and ease of implementation relative to the issuance of municipal bonds. To that end, on March 5, 2014, PFM, on behalf of PTB, issued a Request for Proposal (RFP) to identify those banks that would be able to provide a bank loan to be used for the refinancing of the Series 2005A Bonds.

PFM and PTB compared the aspects of all of the bank loan proposals and have determined that the most economically beneficial manner of refinancing the Series 2005A Bonds is through a bank loan to be provided by STI Institutional & Government, Inc. (STI), a wholly-owned subsidiary of SunTrust Bank. The terms of the loan are shown on the attached sheet. The interest rate of the existing Series 2005A Bonds is 5%, while STI has offered to provide a bank loan with a fixed interest rate of 2.10%. As a result of this transaction, the STI bank loan is estimated to lower PTB's annual debt service costs by approximately \$500,000 per year. The Net Present Value (NPV) of the lower debt service costs over the life of the loan is estimated to be 7% which is in excess of the 3% industry standard typically used to determine if such a refinancing is economically feasible. The costs of issuance (financial advisory services, bond counsel, escrow agent, bank counsel, verification agent) associated with this transaction are approximately \$112,500.

PTB's bond counsel, Bryant Miller Olive, P.A. (BMO), has reviewed the terms and conditions associated with the STI proposal and believes that the terms and conditions are fair and reasonable based upon current market practices.

TERMS OF THE DIRECT PLACEMENT "FORWARD" LOAN PROVIDED BY STI

Facility Type:	Direct Placement "Forward" Bank Loan
Purpose:	Refinance the Series 2005A Revenue Bonds
Amount:	Not to Exceed \$38 million (\$36.640 million plus accrued interest and closing costs)
Interest Rate:	2.10% Fixed
Term:	5 years beginning June 1, 2015 and ending June 1, 2020.
Prepayment Penalty:	"Make Whole" Provision
Breakage Payment:	\$100,000 estimated (actual amount could be higher or lower depending on interest rates at the time of breakage)
Cost of Issuance:	\$112,500

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

RECOMMENDATION:

Adopt the attached resolution authorizing the refunding of the callable portion of the Series 2005A Refunding Revenue Bonds through the use of a direct placement "forward" bank loan with STI Institutional & Government, Inc., a wholly-owned subsidiary of SunTrust Bank, with the terms and conditions stated above.

RESOLUTION

A RESOLUTION OF THE HILLSBOROUGH COUNTY PORT DISTRICT, FLORIDA, AUTHORIZING THE PORT DIRECTOR TO TAKE ALL NECESSARY ACTION TO ACCEPT THE PROPOSAL OF STI INSTITUTIONAL & GOVERNMENT, INC., AS LENDER, TO PURCHASE A NOTE IN ORDER TO PROVIDE A LOAN TO THE DISTRICT IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$38,000,000 FOR THE PURPOSES OF (I) REFUNDING THE DISTRICT'S OUTSTANDING SERIES 2005A BONDS AND (II) PAYING THE RELATED CLOSING COSTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A REVENUE REFUNDING NOTE, SERIES 2015 IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$38,000,000 TO SECURE THE LOAN; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTMENT OF AN ESCROW AGENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A FORWARD DELIVERY NOTE PURCHASE AGREEMENT; PROVIDING FOR THE PAYMENT OF SUCH NOTE ON PARITY WITH CERTAIN OTHER DEBT FROM THE REVENUES OF THE HILLSBOROUGH COUNTY PORT DISTRICT; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ISSUANCE OF SUCH NOTE INCLUDING THE SECURITY THEREFOR, THE RIGHTS OF THE LENDER AND THE LIMITED OBLIGATIONS OF THE TAMPA PORT AUTHORITY IN CONNECTION THEREWITH; PROVIDING FOR THE CONSENT OF NATIONAL PUBLIC FINANCE GUARANTEE CORPORATION TO WAIVE THE REQUIREMENT FOR FUNDING OF THE RESERVE ACCOUNT FOR THE NOTE; PROVIDING FOR EXECUTION AND DELIVERY OF ALL INSTRUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH NOTE; AND PROVIDING AN EFFECTIVE DATE.

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

TABLE OF CONTENTS

(This Table of Contents is for convenience of reference only and is not a part of the Resolution.)

Page No.

ARTICLE I - AUTHORITY FOR THIS RESOLUTION	1
ARTICLE II - DEFINITIONS	1
ARTICLE III - FINDINGS	6
Section 301. Introduction	6
Section 302. Authority to Issue Note	6
Section 303. Issuance of Note on Parity	6
Section 304. Refunding Authorized	6
Section 305. Source of Payment	6
Section 306. Sufficient Revenues	7
Section 307. No Default Under the Senior Revenue Bond Resolution; Covenants Applicable	7
Section 308. Tax Exempt	7
Section 309. No Conflict	7
Section 310. Issuance of Note	7
ARTICLE IV - FORM, AWARD, EXECUTION AND DELIVERY OF NOTE; ESCROW DEPOSIT AGREEMENT	7
Section 401. Authorization of Note	7
Section 402. Description of Note	8
Section 403. Form of Note	9
Section 404. Execution and Delivery of Note	9
Section 405. Registration and Exchange of Note; Persons Treated as Noteholder	10
Section 406. Note Mutilated, Destroyed, Stolen or Lost	10
Section 407. Application of Proceeds	10
Section 408. Escrow Deposit Agreement	11
Section 409. Forward Delivery Agreement	11
ARTICLE V - OPTIONAL PREPAYMENT	11
ARTICLE VI - PARTICULAR COVENANTS AND PROVISIONS	13
Section 601. Covenant of Payment and Pledge of Revenues	13
Section 602. No Reserve Account	14
Section 603. Deposits to Pay Debt Service on the Note	14
Section 604. Covenant of Faithful Performance of Resolution	14
Section 605. Disclosure and Truth in Bonding	14
Section 606. Annual Reports of Certified Public Accountants; Budget	14

ARTICLE VII - EXECUTION OF INSTRUMENTS BY NOTEHOLDER AND PROOF
OF OWNERSHIP 15

ARTICLE VIII - RESOLUTION TO CONSTITUTE CONTRACT 15

ARTICLE IX - MISCELLANEOUS PROVISIONS 16

Section 901.	Method of Giving Notice	16
Section 902.	Third Party Beneficiaries	16
Section 903.	Severability	16
Section 904.	Representative Capacity	16
Section 905.	Assignment	17
Section 906.	Governing Law	17
Section 907.	Waiver of Jury Trial	17
Section 908.	Applicable Law and Venue	17
Section 909.	Notice of Defaults	17
Section 910.	Waiver of Right to Setoff	18
Section 911.	Captions	18
Section 912.	Effective Date	18

EXHIBIT A: Form of Note

EXHIBIT B: Form of Lender's Certificate

EXHIBIT C: Form of Lender's Disclosure Letter

EXHIBIT D: Form of Escrow Deposit Agreement

EXHIBIT E: Form of Forward Delivery Note Purchase Agreement

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 Resolution of the Port Authority adopted on April 6, 1995, as amended and supplemented.

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 SENIOR REVENUE BOND RESOLUTION (as hereinafter defined).

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

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

"Calculation Agent" means the Lender or one of its affiliates designated by the Lender.

"Calculation Date" means a date chosen by the Calculation Agent, which date shall be within five (5) Business Days after the Lender receives notice of prepayment of the Note.

"Call Date" means June 1, 2015, or any other date thereafter as determined by the Port Authority.

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

"Day Count Fraction" means 30/360, being the basis on which interest will be computed on the Note.

"Default Rate" means the lesser of (i) the Prime Rate plus eight percent (8%) per annum, or (ii) the maximum rate permitted by law.

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

"Escrow Deposit Agreement" means the Escrow Deposit Agreement between the Port Authority and the Escrow Holder, the form of which is attached hereto as Exhibit D.

"Escrow Holder" means a bank with trust powers having a corporate trust office in the State of Florida, and its successors and assigns, to be selected pursuant to Section 408 hereof.

"Financial Advisor" means Public Financial Management, Inc.

"Fixed Rate" means 2.10%, being the interest rate on the Note. The Fixed Rate equals the sum of the Locked Index Rate and the Spread.

"Forward Delivery Agreement" means the Forward Delivery Note Purchase Agreement between the Port Authority and the Lender, the form of which is attached hereto as Exhibit E.

"Governmental Authority" shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Interest Accrual Period" means the period of time over which interest accrues on the Note for any given Principal Outstanding, as stated in Schedule 1 to the Note.

"Interest Payment Date" shall be each June 1 and December 1, commencing June 1, 2015.

"Interest Rate" shall be 2.10% per annum, subject to adjustment pursuant to Section 402 hereof and the Note.

"Lender" means STI Institutional & Government, Inc., a wholly-owned subsidiary of SunTrust Bank, and any successor or assigns as a holder of the Note.

"Loan" means the loan in a principal amount of not exceeding \$38,000,000 from the Lender to the District and secured by the Note.

"LIBOR" means the London Interbank Offered Rate.

"Locked Index Payment" means, for each Period End Date that occurs after a date of prepayment, the product of (A) the Principal Outstanding for the Interest Accrual Period ending on that Period End Date, (B) the Locked Index Rate, and (C) the Day Count Fraction.

"Locked Index Rate" means 1.38%.

"Make-Whole Payment" means, with respect to any date of prepayment, an amount (not less than zero) equal to the difference between (x) the sum of the Present Value of each Locked Index Payment that would be due on each Period End Date that occurs after such date of prepayment and (y) the sum of the Present Value of each Replacement Curve Payment that

would be due on each Period End Date that occurs after such date of prepayment. Notwithstanding the foregoing, the Calculation Agent shall determine the Make-Whole Payment hereunder with respect to the date of prepayment reasonably and in good faith. The Calculation Agent's determination in good faith shall be conclusive and binding in the absence of manifest error. The Calculation Agent will provide to the Port Authority the information necessary to show the computation of the Make-Whole Payment.

"Note" means the Revenue Refunding Note, Series 2015, issued pursuant to the terms and conditions contained herein, in the aggregate principal amount of not exceeding \$38,000,000, substantially in the form of Exhibit A hereto and herein authorized to be issued.

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

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

"Outstanding Parity Obligations" means the Series 2006 Bonds, the Series 2008 Note, the Series 2011 Refunding Revenue Note and the Series 2012 Bond.

"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.

"Period End Date" means the last day of each Interest Accrual Period, as set forth in Schedule 1 to 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.

"Present Value" means with respect to any Locked Index Payment or Replacement Curve Payment, the discounted value of such Locked Index Payment or Replacement Curve Payment calculated in good faith by the Calculation Agent using commercially reasonable procedures by reference to the applicable Replacement Curve Rate as the discount rate.

"Prime Rate" means the per annum rate which SunTrust Bank announces from time to time to be its prime rate, as in effect from time to time. SunTrust Bank's prime rate is a reference or benchmark rate, is purely discretionary and does not necessarily represent the lowest or best rate charged to borrowing customers. SunTrust Bank may make commercial loans or other loans at rates of interest at, above or below SunTrust Bank's prime rate. Each change in the Lender's prime rate shall be effective from and including the date such change is announced as being effective.

"Principal Office" means, with respect to the Lender, the office located at [401 East Jackson Street, 10th Floor, Tampa, Florida 33602](#), or such other office as the Lender may designate to the Port Authority in writing.

"Principal Outstanding" means the principal amount of the Note outstanding for any given Interest Accrual Period, as set forth in Schedule 1 to the Note.

"Refunding" means the refunding of those Series 2005A Bonds which mature on and after June 1, 2016.

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

"Replacement Curve Payment" means, for each Period End Date that occurs after a date of prepayment, the product of (A) the Principal Outstanding for the Interest Accrual Period ending on such Period End Date, (B) the applicable Replacement Curve Rate, and (C) the Day Count Fraction.

"Replacement Curve Rate" means, for any Interest Accrual Period following a date of prepayment, the product of (x) the Tax Exempt Factor and (y) the fixed interest rate determined by the Calculation Agent from the bid side of the LIBOR swap yield curve on the Calculation Date with a maturity closest to the Period End Date of such Interest Accrual Period.

"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.

"Senior Revenue Bond Resolution" means the prior resolution of the Port Authority authorizing the issuance of the Series 1995A and 1995B Bonds adopted April 6, 1995, as amended and supplemented from time to time.

"Series 2005A Bonds" means the District's Revenue Refunding Bonds, Series 2005A dated as of March 17, 2005, issued pursuant to the Senior Revenue Bond Resolution.

"Series 2006 Bonds" means the District's Revenue Bonds (Tampa Port Authority Project), Series 2006, dated May 3, 2006, issued pursuant to the Senior Revenue Bond Resolution.

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

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

"Series 2012 Bond" means the District's Refunding Revenue Bond, Series 2012, dated April 20, 2012, issued pursuant to the Senior Revenue Bond Resolution.

"Spread" means 0.72%.

"Taxable Event" means the occurrence after the date hereof of a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of the Note is or was includable in the gross income of the Holder thereof for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Port Authority has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of the Holder of the Note, and until the conclusion of any appellate review, if sought. A "Taxable Event" does not include and is not triggered by a change in law by Congress that causes the interest to be includable under Holder's gross income.

"Tax-Exempt Factor" means 67%.

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 finance and 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 Senior Revenue Bond Resolution, the Port Authority is empowered to adopt this Resolution as a Supplemental Resolution in order to authorize the Note as an Additional Bond in order to refinance those projects financed with the proceeds of the Refunded Bonds.

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

Section 304. Refunding Authorized. The Refunding, together with the costs of issuance of the Note, are hereby authorized to be financed with the proceeds of the Note.

Section 305. Source of Payment. The Note shall be secured by and payable solely from the Pledged Funds. The pledge of the Pledged Funds shall constitute a first lien thereon on a parity with all other first lien obligations issued pursuant to the Senior Revenue Bond 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 Senior Revenue Bond Resolution. Notwithstanding the foregoing, 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 Senior Revenue Bond Resolution.

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

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

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

Section 310. Issuance of Note. The issuance of the Note to the Lender to evidence the Loan, pursuant to a request for proposals from potential lenders and the proposal of the Lender is hereby determined to be in the best interest of the Port Authority because: (i) of prevailing market conditions, and (ii) the interest rate to be paid to the Noteholder is within or lower than the range of prevailing interest rates on similar obligations. The negotiated issuance of the Note to the Lender to evidence the Loan upon the purchase price, terms and conditions and other provisions contained herein is hereby approved. 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.

ARTICLE IV

FORM, AWARD, EXECUTION AND DELIVERY OF NOTE; ESCROW DEPOSIT AGREEMENT

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 2015," in the initial aggregate principal amount of not exceeding \$38,000,000 as security for the Loan, for the purpose of financing with the proceeds thereof, together with certain other funds of the District: (a) the cost of the

Refunding, and (b) the costs of issuance for the Note. The Note shall be secured and payable as provided in Sections 305 and 601 hereof.

Section 402. Description of Note.

A. The Note shall be issuable as a fully registered Note in the initial denomination of the full principal amount of the Note, such amount to be determined and as set forth 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, 2016 and ending on June 1, 2020, the final maturity of the Note.

B. The Note shall be dated the date of its delivery and shall be payable as set forth therein. Interest on the Note shall accrue on the outstanding principal balance thereof at the Interest Rate. The initial Interest Rate shall be fixed as set forth on the executed Note, subject to adjustment as provided in Section 402.D hereof and in the Note.

C. Interest on the Note shall be payable on each Interest Payment Date. Interest on the Note shall be calculated on the basis of a 30/360-day year.

D. While the Note remains outstanding, upon the occurrence of a Taxable Event, then the Interest Rate shall be adjusted in such manner as shall be determined by the Lender as shall be necessary to provide to the Lender an after-tax yield on the then outstanding principal amount of the Note equal to the after-tax yield to the Lender if such determination had not been made, and this adjustment shall survive payment on the Note until such time as the federal statute of limitations under which the interest on the Note could be declared taxable for federal income tax purposes shall have expired. The adjustment shall occur from the date such interest must be included in such gross income, whereupon the Port Authority shall, within thirty (30) days after the receipt of written notice is delivered, as hereinafter described, reimburse the Lender for the difference between (x) the interest then due computed at the adjusted rate, and (y) the interest previously paid on the Note at the unadjusted rate and upon demand an amount equal to any interest, penalties and additions to tax owed by the Lender as a result of a Taxable Event pursuant to a written notice delivered by the Lender to the Port Authority stating that such determination has been made and stating the amount that is then due. The obligation to pay such additional amounts shall be payable solely from the Pledged Funds.

E. Interest on the Note shall be payable to the registered Noteholder thereof in lawful money of the United States of America and shall be paid by check or draft of the Paying Agent mailed to the registered Noteholder at his address as it appears on the registration books of the Registrar at the close of business on the fifteenth (15th) day (whether or not a business day) of the month preceding the Interest Payment Date (the "Record Date"), irrespective of any transfer or exchange of such Note subsequent to such Record Date and prior to such payment date, unless the Port Authority shall be in default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name such Note is registered at the close of business on a special record date for the payment of such default interest as established by notice by deposit in the U.S. mails, postage prepaid, by the Port Authority to the registered Noteholder not less than fifteen (15) days precedent such special record date. Such notice shall be mailed to the person in whose name the Note is registered at the close of business on the fifth (5th) day precedent the date of mailing. Upon final payment the

Noteholder shall return the cancelled Note to the Port Authority or shall otherwise provide evidence that the Note has been paid and cancelled.

F. The Chief Financial Officer of the District shall provide for the collection of the principal and interest payments on the Note through an automatic direct debit from the District's account with SunTrust Bank.

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

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

I. The Chief Financial Officer of the District, or his designee, is hereby authorized to pay, at the time of execution and delivery of the Forward Delivery Agreement, from legally available revenues of the District, all expenses incurred by the District hereunder in connection with the issuance of the Note and the Refunding, which are required to be paid at the time of execution and delivery of the Forward Delivery Agreement, including the fees of bond counsel, the Financial Advisor, the Escrow Holder, counsel to the Lender, National (as hereafter defined), counsel to National and a verification agent. Notwithstanding the foregoing, it is the intent of the District that the foregoing fees and expenses ultimately be financed and/or refinanced with the proceeds of the Loan.

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 Senior Revenue Bond Resolution, or by any subsequent resolution adopted prior to the issuance thereof.

Section 404. Execution and Delivery of Note.

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

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

C. The Note shall be executed in the name of the District by the Chairman of the Port Authority and the seal of the Port Authority shall be impressed, reproduced or lithographed thereon, and attested and countersigned by the Secretary-Treasurer. The signature of the Chairman and the Secretary-Treasurer on the Note may be by facsimile, provided that the Note shall be manually executed by at least one of such officers. If any officer whose signature appears on the Note ceases to hold office before the delivery of the Note, his or her signature shall nevertheless be valid and sufficient for all purposes. In addition, the Note may bear the signature of, or may be signed by, such persons as at the time of execution of such Note shall be

the proper officers to sign such Note although at the date of such Note or the date of delivery thereof such persons may not have been such officers.

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

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

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

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

Section 407. Application of Proceeds. The proceeds, including accrued interest and premium, if any, received from the issuance of the Note shall be applied by the Port Authority simultaneously with the delivery of such Note, together with certain other funds of the District, as follows:

A. An amount equal to accrued interest, if any, on the Note shall be set aside by the Port Authority in a special account and used to pay interest first coming due on the Note.

B. An amount equal to the legal fees and expenses, fiscal expenses, expenses for estimates of costs, the Financial Advisor's fee, bond counsel fee, Lender counsel's fee, escrow agent fee, verification agent's fee, if any, administrative expenses and such other expenses as may be necessary or incidental for the issuance of the Note, shall be set aside by the Port Authority in a special costs of issuance account and used to pay such expenses.

C. An amount equal to the principal, interest and premium becoming due on the Call Date for the Series 2005A Bonds shall be paid pursuant to the terms of the Escrow Deposit Agreement.

Section 408. Escrow Deposit Agreement. The Escrow Deposit Agreement by and between the Port Authority and the Escrow Holder, substantially in the form of Exhibit D attached hereto, is hereby approved, and the Chairman is hereby authorized to execute and deliver the Escrow Deposit Agreement on behalf of the Port Authority and the Port Director is hereby authorized to attest his signature, with such changes, insertions, omissions and filling of blanks as may be approved by the Chairman, such approval to be conclusively presumed by the delivery of such Escrow Deposit Agreement by the Port Authority. The Port Director is hereby delegated to appoint an Escrow Holder to hold the escrow account with respect to the Refunding, which Escrow Holder shall be chosen with the advice of the Port Authority's Financial Advisor and shall be a bank with trust powers having offices in the State of Florida.

Section 409. Forward Delivery Agreement. The Forward Delivery Agreement by and between the Port Authority and the Lender, substantially in the form of Exhibit E attached hereto, is hereby approved, and the Chairman is hereby authorized to execute and deliver the Forward Delivery Agreement on behalf of the Port Authority and the Port Director is hereby authorized to attest his signature, with such changes, insertions, omissions and filling of blanks as may be approved by the Chairman, such approval to be conclusively presumed by the delivery of such Forward Delivery Agreement by the Port Authority.

ARTICLE V

OPTIONAL PREPAYMENT

The Note may be prepaid at the option of Issuer in whole or in part on any day subject to the terms hereof and upon ten (10) Business Days' prior written notice to the Lender specifying the principal amount of the Note to be prepaid and the date of such prepayment. Such notice shall not be deemed given until received by the Lender. Notice having been given as aforesaid, the principal amount of the Note stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount then being paid. Upon prepayment of the Note in whole, the Noteholder shall return the cancelled Note to the Port Authority or shall otherwise provide evidence that the Note has been paid and cancelled. Upon prepayment of the Note in part, the Noteholder shall provide written evidence to the Port Authority of such prepayment. Any optional redemption in part shall be applied to reduce the principal installments of the Note in inverse order of their due dates. The Port Authority shall, at the time of such prepayment, pay to the Lender the interest accrued to the date of prepayment on the principal amount being prepaid plus an additional fee or redemption premium equal to the Make-Whole Payment, if any. If on the prepayment date moneys for the payment of the principal amount to be prepaid on such Note, together with interest to the prepayment date on such principal amount, shall have been paid to the Noteholder as above provided and if notice of prepayment shall have been given to the Noteholder as above provided, then from and after the prepayment date interest on such principal amount of 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 this Resolution and the Note.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. Covenant of Payment and Pledge of Revenues.

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

B. The Port Authority does hereby irrevocably and unconditionally agree to continue to deposit its Revenues into its Revenue Fund created pursuant to Section 3.04 of the Senior Revenue Bond 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 Senior Revenue Bond 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, expressly excluding payments under the Forward Delivery Agreement. The Port Authority does hereby agree to satisfy its obligations with respect to the Forward Delivery Agreement from legally available revenues of the Port Authority. 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 Senior Revenue Bond 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 Senior Revenue Bond Resolution.

E. The Port Authority covenants that it will duly enforce and collect the Revenues in accordance with the Act, this Resolution, and the Senior Revenue Bond 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 consent of National Public Finance Guarantee Corporation as reinsurer of the Series 2005A Bonds and administrator for MBIA Insurance Corporation ("National"), as insurer of the District's outstanding Series 2005A Bonds and Series 2006 Bonds, has been requested to waive the requirement for funding of the Reserve Account for the Note, and upon receipt of such consent and waiver the Port Authority will not be required to fund any Reserve Account for the Note and the Note shall not be secured by the Reserve Account. To the extent that the Port Authority obtains such waiver, the Lender hereby agrees that the Port Authority is not required under the terms hereof to fund any amount into a Reserve Account for the Note or for Additional Bonds.

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 Senior Revenue Bond Resolution in order to take into account the Bond Service Requirements for the Note.

Section 604. Covenant of Faithful Performance of Resolution. The Port Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution, the Senior Revenue Bond 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. Disclosure and Truth in Bonding. The Lender shall deliver at or before the issuance of the Note a form of disclosure and truth in bonding statement in the form attached hereto as Exhibit C.

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

ARTICLE VII

EXECUTION OF INSTRUMENTS BY NOTEHOLDER AND PROOF OF OWNERSHIP

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

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

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

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

ARTICLE VIII

RESOLUTION TO CONSTITUTE CONTRACT

In consideration of the acceptance by the Lender of the Note authorized to be issued hereunder, this Resolution and the Senior Revenue Bond 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 Senior Revenue Bond 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 Senior Revenue Bond Resolution shall be for the equal benefit, protection and security of the Holder of the Note and all of which shall be of equal rank and without preference, priority or distinction with the Port Authority's obligations to Holders of Bonds, except as expressly provided therein and herein.

ARTICLE IX

MISCELLANEOUS PROVISIONS

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

- A. to the Port Authority: Tampa Port Authority
1101 Channelside Drive
Tampa, Florida 33602
Attention: Port Director
- with a copy to District Counsel
- B. to the Lender: STI Institutional & Government, Inc.
401 East Jackson Street, 10th Floor
Tampa, Florida 33602
Attention: Adam L. Horn

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

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

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

Section 904. Representative Capacity. All covenants, stipulations, obligations and agreements of the Port Authority contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Port Authority to the full extent permitted by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any

present or future member, agent or employee of the Port Authority in his individual capacity, and no officer of the Port Authority executing the Note shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof. No officers, agent or employee of the Port Authority shall incur any personal liability in acting or proceeding or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Resolution.

Section 905. Assignment. The Lender may sell, assign or otherwise transfer the Note or its interests therein or hereunder, in whole, or in part, in denominations of \$5,000,000, and any multiple of \$1.00 in excess thereof; provided, however, the Lender shall give the Port Authority ten (10) days prior written notice of any such sale, assignment, or transfer, the Lender shall be responsible for any and all reasonable fees and costs associated with such sale, assignment, or transfer, and, provided further, the Lender shall comply with all applicable securities laws at the time of such sale, assignment, or transfer. To the extent that the Lender sells, assigns or transfers a portion of the Note, then all references herein to the "Note" shall be deemed to refer to the "Notes" and all references herein to "Noteholder" shall be deemed to refer to "Noteholders," unless the context shall otherwise require.

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

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

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

Section 909. Notice of Defaults. The Port Authority shall within five (5) Business Days after it acquires knowledge thereof, notify the Noteholder in writing (a) of any change in any material fact or circumstance represented or warranted by the Port Authority in this Resolution or in connection with the issuance of the Note; (b) upon the occurrence, or existence of any Event of Default, and (c) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Noteholder with such written notice, a detailed statement by a responsible officer of the Issuer of all relevant facts

and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Noteholder, such date shall not in any way modify the date of occurrence of the actual Event of Default.

Section 910. Waiver of Right to Setoff. While the Note remains Outstanding, to the extent permitted by law and notwithstanding any applicable provision of law, any provision herein or the provisions of any other contract between the Lender, the District and/or the Port Authority, including the Lender's "Rules and Regulations for Deposit Accounts," the Lender, knowingly, voluntarily and intentionally waives any right it may have to setoff resulting from or as consequence of the Port Authority's default upon the terms hereof or of the Note, including default in the payment of principal and interest thereon. This provision is a material inducement to the sale and purchase of the Note and the Lender's acknowledgement and consent to this Section 908 shall be evidenced by its purchase of the Note. Notwithstanding the foregoing, this Section 908 shall not limit the enforcement remedies available to the Lender pursuant to the terms of the Senior Revenue Bond Resolution, including Section 7.02 thereof.

Section 911. 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 912. Effective Date. This resolution shall take effect immediately upon its adoption, provided Section 602 hereof shall take effect only upon receipt of the consent of National to waive the funding of the Reserve Account for the Note; provided however, that, if such consent is not received on or before the date of the issuance of the Note, the Port Authority shall fund the Reserve Account pursuant to the terms of the Senior Revenue Bond Resolution.

[Signatures to Follow]

Approved and adopted by the Tampa Port Authority as the governing body of the Hillsborough County Port District, Florida on May 20, 2014.

HILLSBOROUGH COUNTY PORT
DISTRICT, FLORIDA

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

Attest:

By: _____
Name: A. Paul Anderson
Title: President and Chief Executive Officer

[Signature Page to Resolution for Revenue Refunding Note, Series 2015]

EXHIBIT "A"

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

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
HILLSBOROUGH COUNTY PORT DISTRICT
REVENUE REFUNDING NOTE, SERIES 2015

<u>PRINCIPAL SUM</u>	<u>INTEREST RATE</u>	<u>FINAL MATURITY DATE</u>	<u>DATE OF ISSUANCE</u>
\$_____	2.10% (subject to adjustment)	June 1, 2020	March 3, 2015

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 STI INSTITUTIONAL & GOVERNMENT, INC., or its registered assigns or legal representatives (the "Noteholder"), but solely from the revenues hereinafter mentioned, the Principal Sum specified above, and to pay interest on this Note semi-annually on the first Business Day of each June 1 and December 1 (each an "Interest Payment Date"), commencing on June 1, 2015, until such Principal Sum shall have been paid. The Principal Sum hereof shall be payable annually on June 1, commencing June 1, 2016 and continuing until such time as the Principal Sum shall have been paid, as set forth on Schedule 1 hereto. The Interest Rate shall be as specified above and adjusted in accordance with the Section 402.D of the Resolution. The Principal Sum and interest are payable in any coin or currency of the United States of America that, at the time of payment, is legal tender for the payment of public and private debts.

This Note and the interest hereon is payable solely from and secured by a lien upon and pledge of 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 April 6, 1995, as supplemented and amended from time to time (the "Senior Revenue Bond Resolution"), particularly as supplemented by the resolution adopted by the Port Authority on May 20, 2014, 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 Revenue Bonds (Tampa Port Authority Project), Series 2006, the District's 2008 Revenue Note, dated June 6, 2008, the District's 2011 Refunding Revenue Note (Taxable), dated December 8, 2011, and the District's Refunding Revenue Bond, Series 2012, dated April 20, 2012, and with any other additional parity bonds hereafter issued pursuant to the Resolution, except as provided in the Senior Revenue Bond Resolution. Reference is made to the Senior Revenue Bond 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 Senior Revenue Bond Resolution and the Supplemental Resolution.

This Note has been authorized to provide funds, together with certain other funds of the District: (i) to refund the District's outstanding Revenue Refunding Bonds, Series 2005A, dated as of March 17, 2005, and (ii) to pay certain costs of issuance of this Note, 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 Senior Revenue Bond Resolution and capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Senior Revenue Bond Resolution and the Supplemental Resolution.

This Note shall bear interest from its Date of Issuance at the Interest Rate on the basis of a 30/360 day count basis. The Noteholder shall provide to the Port Authority upon request such documentation to evidence the amount of interest due on this Note. Upon the failure of the District to provide the necessary sums for the payment of the principal and/or interest on this Note, and such failure continues for more than five (5) days following notice of same by Noteholder, any due and unpaid principal and interest on this Note shall bear interest at the Default Rate from the date due until paid and collected. Anything herein or in this Note to the contrary notwithstanding, in no event shall the interest rate borne by this Note exceed the maximum interest rate permitted to be paid by the Port Authority under applicable law.

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

This Note may be prepaid at the option of Issuer in whole or in part on any day subject to the terms hereof and upon ten (10) Business Days' prior written notice to the Lender specifying the principal amount of this Note to be prepaid and the date of such prepayment.

Such notice shall not be deemed given until received by the Lender. Notice having been given as aforesaid, the principal amount of this Note stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount then being paid. Upon prepayment of 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 provide written evidence to the Port Authority of such prepayment. Any optional redemption in part shall be applied to reduce the principal installments of this Note in inverse order of their due dates. The Port Authority shall, at the time of such prepayment, pay to the Lender the interest accrued to the date of prepayment on the principal amount being prepaid plus an additional fee or redemption premium equal to the Make-Whole Payment, if any. If on the prepayment date moneys for the payment of the principal amount to be prepaid on this Note, together with interest to the prepayment date on such principal amount, shall have been paid to the Noteholder as above provided and if notice of prepayment shall have been given to the Noteholder as above provided, then from and after the prepayment date interest on such principal amount of this Note shall cease to accrue. If said moneys shall not have been so paid on the prepayment date, such principal amount of this Note shall continue to bear interest until payment thereof at the rate as provided for in the Resolution and this Note.

Notwithstanding anything to the contrary, the Noteholder, by accepting delivery hereof, hereby agrees that it shall not have the right to setoff, as described in Section 908 of the Supplemental Resolution.

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

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

The Port Authority shall pay all of the Noteholder's reasonable expenses incurred to enforce or collect any amounts due under this Note including, without limitation, reasonable arbitration, paralegals', attorneys' and experts' fees, costs and expenses, whether incurred without the commencement of a suit, in any trial, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

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: Stephen W. Swindal
Title: Chairman, Tampa Port Authority

ATTESTED AND COUNTERSIGNED:

By: _____
Name: Paul Anderson
Title: President and Chief Executive Officer

SCHEDULE 1

HILLSBOROUGH COUNTY PORT DISTRICT
REVENUE REFUNDING NOTE, SERIES 2015

AMORTIZATION SCHEDULE

<u>Payment Date</u> <u>(June 1)</u>	<u>Principal Payment</u> <u>Amount</u>	<u>Interest Accrual</u> <u>Period</u>	<u>Period End</u> <u>Date</u>	<u>Principal</u> <u>Outstanding</u>
--	---	--	----------------------------------	--

EXHIBIT "B"

LENDER'S CERTIFICATE

This is to certify that STI Institutional & Government, Inc., an affiliate of SunTrust Bank (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 2015 (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 District's Counsel as to any such matters other than the legal opinion rendered by Note Counsel and by District's 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 May 20, 2014, 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 Resolution (the "Pledged Funds").

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

The Lender acknowledges and understands that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended, and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Authority, the District, Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

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 Section 905 of the Supplemental Resolution.

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 20th day of May, 2014.

STI INSTITUTIONAL & GOVERNMENT, INC.

By: _____
Name: Adam Horn
Title: First Vice President

00875096.docx

EXHIBIT "C"

LENDER'S DISCLOSURE CERTIFICATE

STI Institutional & Government, Inc., a subsidiary of SunTrust Bank (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 2015 (the "Note"), in the principal amount of not exceeding \$38,000,000. Prior to the award of the Note, the following information is hereby furnished to the Port Authority:

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

Holland & Knight: \$15,000.00

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

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

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.00.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued to finance: (i) the costs of refunding the District's Revenue Refunding Bonds (Tampa Port Authority Project), Series 2005A, maturing on and after June 1, 2016, and (ii) the costs incidental thereto.

Unless earlier redeemed, the Note is to be repaid by June 1, 2020, at a fixed rate of interest equal to 2.10%, with total interest paid over the life of the Note, based upon the assumption that the Note will be issued on March 3, 2015, estimated to be \$_____.]

The Note will be secured solely by and payable solely from a lien upon and pledge of all rents, fees and charges or other income (excluding ad valorem taxes) received by or accrued to the District from the operation of its port facilities (the "Pledged Funds"), as the Pledged Funds are more particularly described in a resolution adopted by the Port Authority on April 6, 1995, as supplemented by a resolution adopted on May 20, 2014 (collectively, the "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 Parity Obligations, as defined in the Resolution. Based upon an assumption that the Note will be issued on March 3, 2015, issuance of the Note is estimated to result in an annual average of approximately \$_____ (average annual debt service) of revenues of the District not being available to finance the services of the District during the life of the Note.

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

STI Institutional & Government, Inc.
401 East Jackson Street, 10th Floor
Tampa, FL 33602

[Signatures to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 20th day of May, 2014.

STI Institutional & Government, Inc.

By: _____

Name: Adam L. Horn

Title: Vice President

[Signature Page to Lender's Disclosure Certificate]

EXHIBIT "D"

ESCROW DEPOSIT AGREEMENT

This ESCROW DEPOSIT AGREEMENT, dated as of June 1, 2015, by and between the HILLSBOROUGH COUNTY PORT DISTRICT, HILLSBOROUGH COUNTY, FLORIDA, TAMPA PORT AUTHORITY (the "Issuer"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., or its registered successors and assigns (the "Escrow Holder");

WITNESSETH:

WHEREAS, the Issuer has previously authorized and issued obligations known as its Revenue Refunding Bonds (Tampa Port Authority Project), Series 2005A, dated as of March 17, 2005, maturing on and after June 1, 2016 (the "Refunded Bonds"), 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 Bonds by depositing with the Escrow Holder an amount which 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 2015 (the "Series 2015 Note"); and

WHEREAS, the execution of this Escrow Deposit Agreement and full performance of the provisions hereof shall defease and discharge the Issuer from the aforestated obligations;

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 Bonds coming due in such year as shown on Schedule A attached hereto and made a part hereof.
- (c) "Call Date" with respect to the Refunded Bonds shall mean June 1, 2015.
- (d) "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 Bonds as they become due and payable.

(e) "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 Bonds in accordance with Schedule A hereto.

(f) "Insurer" means MBIA Insurance Corporation, the issuer of the financial guaranty insurance policy for the Refunded Bonds.

(g) "Senior Revenue Bond Resolution" means, the resolution adopted by the Port Authority on April 6, 1995 as amended and supplemented in particular by the Supplemental Resolution.

(h) "Supplemental Resolution" means the resolution adopted by the Tampa Port Authority on May 20, 2014, authorizing the issuance of the Series 2015 Note.

(i) "Total Debt Service" means the sum of the principal, premium and interest remaining unpaid with respect to the Refunded Bonds 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 Bonds, 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 2015 Note and \$_____ of such funds are derived from the Issuer's other legally available funds.] Based on a report verified by The Arbitrage Group, 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 send the redemption notice for the Refunded Bonds and to hold the funds pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Refunded Bonds;

(b) to hold such funds [uninvested] [invested]; and

(c) on June 1, 2015, transfer \$_____ in our role as Paying Agent for the Refunded Bonds to pay the redemption price.

SECTION 4. Payment of Refunded Bonds and Expenses.

(a) Refunded Bonds. On June 1, 2015, the Escrow Holder shall transfer to the Paying Agent for the Refunded Bonds \$_____ in immediately available funds, which is a sum, including any other amounts paid by the Issuer, sufficient to pay for the redemption in full of the Refunded Bonds on such date.

(b) Surplus. After making 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 holders of the Refunded Bonds 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. 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 cash.

SECTION 6. No Redemption or Acceleration of Maturity. The Issuer will not accelerate the maturity of, or exercise any option to redeem before maturity the Refunded Bonds except to call the Refunded Bonds for redemption on June 1, 2015.

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, 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 Insurer, any rating agency then providing a rating on the Refunded Bonds and the Paying Agent for the Refunded Bonds 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 Bonds 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 2015 Note then outstanding, or the holders of not less than five percentum (5%) in aggregate principal amount of the Refunded Bonds 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 City of New York, New York, or (ii) mail a notice of any such appointment made by it to the Holders of the Refunded Bonds within thirty (30) days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Series 2015 Note then outstanding or a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by either group of such bondholders 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 bondholders. 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 any Refunded Bonds 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 \$500.00, 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, cost 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 Bonds have been paid and discharged on June 1, 2015 in accordance with the proceedings authorizing the issuance Series 2015 Note and the refunding of the Refunded Bonds.

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 Bonds 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 and the Insurer of the Refunded Bonds; provided, however, that the Issuer and the Escrow Holder may, without the consent of, or notice to, such holders, but with the consent of the Insurer of the Refunded Bonds, 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 2015 Note and the Refunded Bonds 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 holders of the Refunded Bonds 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 Bonds.

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.

[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: Stephen W. Swindal
Title: Chairman, Tampa Port Authority

ATTEST:

By: _____
Name: Paul Anderson
Title: President and Chief Executive
Officer

[First Signature Page to Escrow Deposit Agreement]

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.**

(SEAL)

By: _____

Name:

Title:

ATTEST:

By: _____

Name:

Title:

[Second Signature Page to Escrow Deposit Agreement]

SCHEDULE A

HILLSBOROUGH COUNTY PORT DISTRICT
REVENUE REFUNDING NOTE, SERIES 2015

AMORTIZATION SCHEDULE

Payment Date <u>(June 1)</u>	Principal Payment <u>Amount</u>	Payment Date <u>(June 1)</u>	Principal Payment <u>Amount</u>
---------------------------------	------------------------------------	---------------------------------	------------------------------------

EXHIBIT "E"

§ _____
Tampa Port Authority
Revenue Refunding Note,
Series 2015

FORWARD DELIVERY NOTE PURCHASE AGREEMENT

This Forward Delivery Note Purchase Agreement (this "Agreement") is dated May 20, 2014 and is between STI INSTITUTIONAL & GOVERNMENT, INC. (together with its successors and assigns, the "Purchaser") and the HILLSBOROUGH COUNTY PORT DISTRICT (the "Borrower").

WITNESSETH:

WHEREAS, the Tampa Port Authority (the "Authority"), the governing body of the Borrower adopted a Resolution on April 6, 1995 (as the same has been amended and supplemented prior to the adoption of the Supplemental Resolution, hereinafter defined, the "Bond Resolution"), pursuant to which the Borrower has issued its Revenue Refunding Bonds, Series 2005A (the "2005A Bonds"); and

WHEREAS, the Bond Resolution authorizes the issuance of Additional Bonds (as defined in the Bond Resolution) payable from Pledged Funds (as defined in the Bond Resolution); and

WHEREAS, the Authority adopted a Resolution on May 20, 2014 (the "Supplemental Resolution," and together with the Bond Resolution, the "Resolution") authorizing, among other things, the issuance of the Borrower's Revenue Refunding Note, Series 2015 (the "Note") as Additional Bonds under the Bond Resolution to (i) finance the cost of current refunding on a forward basis the 2005A Bonds maturing on and after June 1, 2016 (the "Refunded Bonds"), and (ii) finance the costs of issuing the 2015 Note; and

WHEREAS, in the Supplemental Resolution, the Borrower, after review of responses to a request for proposals distributed on _____, 2014, and based in part on advice of the Borrower's financial advisor, Public Financial Management, Inc., awarded the purchase and sale of the Note to the Purchaser with the interest rate, maturities and redemption provisions established pursuant to the terms of the Supplemental Resolution and this Agreement; and

WHEREAS, subject to the provisions set forth in the Supplemental Resolution, the Borrower in the Supplemental Resolution authorized certain officers of the Borrower to execute this Agreement providing for purchase of the Note at a future Closing Date in 2015 (as defined in Paragraph 5 hereof) at an interest rate

fixed as of the date of execution of this Agreement (subject to adjustment as provided in the Supplemental Resolution);

NOW THEREFORE, in consideration of the premises and the respective representations and agreements contained herein, the parties hereto agree as follows:

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the representations, warranties, covenants and agreements set forth herein, the Purchaser hereby agrees to purchase, and the Borrower agrees to sell to the Purchaser, all (and not less than all) of the principal amount of the Note, such purchase and sale to occur on the Closing Date (as defined in Paragraph 5 hereof). The purchase price of the Note will be \$_____ (the stated principal amount of the Note).

2. Authority. The Note shall be issued under and secured pursuant to the provisions of the Resolution. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Resolution.

The Note shall mature at such time and in such amount, bear interest at the rate of 2.10% (subject to adjustment as provided in the Supplemental Resolution), and shall be subject to prepayment as set forth in the form of the Note contained in the Supplemental Resolution or as otherwise set forth in the Supplemental Resolution. The information required by Section 218.385(2), (5) and (6), Florida Statutes, as amended, to be provided by the Purchaser is set forth in Exhibit "A" attached hereto. The Note is being issued for the principal purpose of providing funds **[(together with other legally available moneys of the Borrower)]** for the refunding of all of the Refunded Bonds.

3. Break Funding Event; Breakage Payment.

(a) The following events shall be "Break Funding Events" and a Break Funding Event shall be deemed to have occurred on or prior to the Closing Date as herein provided (except as provided in Paragraphs 3(a)(i) or (vii)), if:

(i) an event constituting an Event of Default pursuant to Section 7.01(1)(a), (b), (c), (f) or (g) of the Bond Resolution shall have occurred and be continuing on the Closing Date and the Purchaser shall not have agreed in writing that the same shall not constitute a Break Funding Event;

(ii) an event described under Section 7.01(1)(e) of the Bond Resolution or an "Event of Default" pursuant to Section 7.01(1)(d) of the Bond Resolution shall have occurred, in which event a Break Funding Event shall be deemed to have occurred immediately upon the occurrence of such event;

(iii) any representation or warranty made by the Borrower herein or in any statement or certificate furnished to the Purchaser with

respect to the Note or in the Resolution or furnished by the Borrower pursuant hereto shall prove untrue in any material respect as of the making thereof;

(iv) the Borrower shall in writing claim, or repudiate its obligations under, or initiate any legal proceedings to seek an adjudication that, any of the provisions of this Agreement or the Resolution are not valid or binding on the Borrower;

(v) on or before the Closing Date, the Borrower shall notify the Purchaser in writing, which notice shall be irrevocable, that the Borrower has determined that the Note shall not be issued, acknowledging the same to be a "Break Funding Event" and specifying the effective date of such Break Funding Event (which date shall not be later than the Closing Date, and which shall be deemed to be the Closing Date if no earlier date is specified);

(vi) on the Closing Date, the underlying credit rating on any outstanding Bonds (as defined in the Bond Resolution) by at least two nationally recognized securities credit rating agencies (if at least two such agencies are rating any of the outstanding Bonds) or by the sole rating agency (if only one such agency is rating such outstanding Bonds) shall be less than BBB+ (if rated by Fitch Ratings or Standard & Poor's Ratings Service) or Baa1 (if rated by Moody's Investors Service, Inc.); or

(vii) on or before the Closing Date, the Borrower shall not have satisfied the conditions of the obligation of the Purchaser to purchase the Note as set forth in Paragraph 5 hereof. Notwithstanding the foregoing, no Break Funding Event shall be deemed to occur if no other Break Funding Event under this Paragraph 3 shall have occurred and the Borrower shall have satisfied all other conditions of Paragraph 5 hereof and the Borrower provides the opinion and reliance letter of Special Counsel described in Paragraph 6(c)(i) hereof, but such opinion does not include paragraph 3 in such form, and the Borrower agrees in writing on or prior to the Closing Date that an Event of Taxability (as defined in the form of the Note) has occurred and the Borrower shall agree that the Note shall be delivered and shall bear interest at the Taxable Rate (as defined in the form of the Note).

As of and after the date of occurrence of any Break Funding Event, the Purchaser shall have no obligation to purchase the Note.

(b) If a Break Funding Event occurs, then the Borrower shall pay the Purchaser on demand a Breakage Payment in an amount determined pursuant to the provisions in Exhibit "B" hereto and if such payment is not made to the Purchaser when due, the amount of such payment shall bear interest, payable on demand, at the Default Rate (as defined in the form of the Note) until paid. Such

Breakage Payment shall be payable by the Borrower from legally available funds of the Borrower.

(c) Unless a Break Funding Event has occurred, if the Purchaser does not purchase the Note on the Closing Date as provided herein, the Purchaser will pay the Borrower on demand a Breakage Payment, calculated as provided in Exhibit "B" hereto, and if such payment is not made to the Borrower when due, the amount of such payment will bear interest, payable on demand, at the Default Rate (as defined in the form of the Note).

(d) The Calculation Agent (as defined in Exhibit "B") shall determine the Breakage Payment reasonably and in good faith. The Calculation Agent's determination of the Breakage Payment shall be conclusive and binding absent manifest error. The Calculation Agent shall provide the parties hereto with information supporting its calculation of the Breakage Payment, including (i) the exact date and time market rates were utilized for the computation and (ii) the detailed computation of the Replacement Curve Rate, as defined in Exhibit "B" hereto, including the LIBOR (as defined in Exhibit "B" hereto) swap yield curve used for the calculation.

4. Representations, Warranties and Agreements. The Borrower represents and warrants to and agrees with the Purchaser that, as of the date hereof (i) the purchase and sale of the Note pursuant to this Agreement is an arm's-length commercial transaction between the Borrower and the Purchaser, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Purchaser is not a fiduciary of the Borrower, (iii) the Purchaser has not assumed an advisory or fiduciary responsibility in favor of the Borrower with respect to the transaction contemplated hereby or the discussions, undertakings and procedures leading thereto and the Purchaser has no obligation to the Borrower with respect to the transaction contemplated hereby except the obligations expressly set forth in this Agreement, (iv) the Borrower has, in connection herewith, consulted with its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Borrower has duly adopted the Resolution, and has duly authorized, executed and delivered this Agreement and each constitutes the legal, binding and valid obligation of the Borrower, enforceable in accordance with its terms; provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity, (vi) since September 30, 2013, no material adverse change has occurred in the financial position or results of operations of the Borrower, and the Borrower has not incurred any material liabilities payable from or secured by the Pledged Funds other than in the ordinary course of business, and (vii) the Borrower is a public body politic and corporate duly created and validly existing under the laws of the State of Florida. The Borrower acknowledges that the Purchaser has financial and other interests that differ from those of the Borrower.

The Borrower agrees that it shall not obtain a direct credit rating on the Note from any credit rating agency.

5. The Closing. At __:__ a.m., local time, March 3, 2015, or at such later time or on such later date as may be mutually agreed upon by the Borrower and the Purchaser (such date herein called the "Closing Date"), the Borrower shall, subject to the terms and conditions hereof, deliver the Note to the Purchaser, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Purchaser shall accept such delivery and pay the purchase price of the Note as set forth in Paragraph 1 hereof in Federal funds to the order of the Borrower or as may otherwise be instructed in writing by the Borrower (such delivery of and payment for the Note herein called the "Closing"). The Closing shall occur at the offices of the Borrower in Tampa, Florida, or such other place as shall have been mutually agreed upon by the Borrower and the Purchaser. The Note shall be prepared and delivered as a fully registered Note in the definitive form included as an exhibit to the Supplemental Resolution.

6. Closing Conditions. The Purchaser is entering into this Agreement in reliance upon the representations, warranties and agreements of the Borrower contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing, and upon the performance of the covenants and agreements herein, as of the date hereof and as of the date of the Closing. Accordingly, the Purchaser's obligation under this Agreement to purchase, to accept delivery of and to pay for the Note shall be conditioned upon the performance of the covenants and agreements to be performed hereunder and under such other documents and instruments to be delivered at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) At the date of execution hereof and at the Closing, the Resolution shall have been duly approved and adopted by the Borrower, shall be in full force and effect, the Resolution shall not have been amended or modified subsequent to the date of the adoption of the Supplemental Resolution, except to the extent the Purchaser shall have given its prior written consent thereto.

(b) At the Closing, there will be no pending or, to the knowledge of the Borrower, threatened litigation or proceeding of any nature seeking to restrain or enjoin the issuance, sale or delivery of the Note, or the collection or application of the Pledged Funds or in any way contesting or affecting the validity or enforceability of the Note, the Resolution or this Agreement or contesting in any way the proceedings of the Borrower taken with respect thereto, or contesting in any way the due existence or powers of the Borrower or the title of any of the members or officials of the Borrower, and the Purchaser will receive the certificate of the Borrower to the foregoing effect, or opinions of Counsel to the Borrower that any such litigation is without merit.

(c) At the Closing, the Purchaser shall receive all of the applicable documents required to be delivered by Section 4.02 of the Bond Resolution and, in addition, the following documents, each dated as of the Closing:

(i) The opinion of Bryant Miller Olive P.A., Note Counsel, dated the Closing Date, in substantially the form attached hereto as Exhibit "C";

(ii) An opinion of Charles E. Klug, Esq., counsel to the Borrower, addressed to at least the Purchaser, in substantially the form attached hereto as Exhibit "D";

(iii) A certificate dated the Closing Date, signed by the Chairman of the Authority and the Secretary-Treasurer of the Authority, or other appropriate official satisfactory to the Purchaser, to the effect that, to the best knowledge of such individual, (A) the representations of the Borrower in clauses (i) through (v) and (vii) of Paragraph 4 hereof are true and correct in all material respects as of the Closing Date; (B) the Borrower has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under this Agreement and the Resolution, as of the Closing Date; and (C) there is no litigation pending or threatened (1) to restrain or enjoin the issuance or delivery of the Note, (2) in any way contesting or affecting any authority for the issuance of the Note or the validity of the Note, the Resolution or this Agreement, (3) in any way contesting the existence or powers of the Borrower, or (4) to restrain or enjoin the collection of the Pledged Funds or the application thereof to make the payments on the Note;

(iv) Evidence of the then-current ratings from any nationally recognized rating agencies rating Bonds issued under the Resolution.

(v) Copies of the Bond Resolution and the Supplemental Resolution certified by the Secretary of the Borrower as being complete and in full force and effect.

(v) The original fully executed Note.

(d) At the Closing the Purchaser shall deliver to the Borrower the Purchaser's Investment Certificate in the form attached hereto as Exhibit "E," executed on behalf of the Purchaser.

All of the evidence, opinions, letters, certificates, instruments and other documents, mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are fully completed and executed by all required parties in the form specified herein or are otherwise in form and substance satisfactory to the Purchaser and its counsel.

If the conditions to the obligations of the Purchaser to purchase, to accept delivery of and to pay for the Note contained in this Agreement are not satisfied, or if the obligations of the Purchaser to purchase, to accept delivery of and to pay for the Note shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Purchaser nor the Borrower shall be under any further obligation hereunder, except that the respective obligations of the Borrower and the Purchaser set forth in Paragraphs 3 and 7 hereof shall continue in full force and effect.

7. Expenses. The Purchaser shall be under no obligation to pay, and the Borrower shall pay, such expenses incident to the issuance of the Note and the performance of the Borrower's obligations hereunder, including, but not limited to the following expenses: (i) the cost of preparing the Resolution and the Note; (ii) the fees and disbursements of the Note Counsel and Counsel to the Borrower; (iii) the fees and disbursements of the financial advisor to the Borrower; and (iv) the fees and disbursements of any experts, accountants, consultants or advisors retained by the Borrower. The Borrower shall pay the fee of counsel to the Purchaser in the amount of \$10,000 on the date hereof and \$5,000 on the earlier of the Closing Date or the date on which a Break Funding Event occurs. If an event described in Paragraph 3(c) hereof shall occur, the Purchaser, and not the Borrower, shall be responsible for the \$5,000 payment due its counsel and the Purchaser agrees to reimburse the Borrower upon demand for the \$10,000 paid on the date hereof.

8. Waiver of Jury Trial; Venue. To the extent permitted by applicable law, each of the Borrower and the Purchaser knowingly, voluntarily and intentionally waives any right it 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, this Agreement or any other agreement contemplated to be executed in connection with the Note, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto. This provision is a material inducement to the Purchaser to purchase the Note from the Borrower.

Unless applicable law provides otherwise, in the event of any legal proceedings arising out of or related to the Note, the Borrower consents to the jurisdiction and venue of any court located in Hillsborough county, Florida and the courts of the United States for the Middle District of the State of Florida, except as may be limited by the provisions of law.

9. Counterparts. This Agreement may be executed in several counterparts, which together shall constitute one and the same instrument.

10. Florida Law Governs. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Florida.

11. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to the Borrower or the

Purchaser shall be sent by United States certified mail, first-class postage prepaid, return receipt requested, or by overnight common courier, addressed as follows (unless changed as hereinafter provided):

If to the Borrower: Tampa Port Authority
1101 Channelside Drive
Tampa, Florida 33602
Attention: Chief Financial Officer

with a copy to: Charles E. Klug, Esq.
Tampa Port Authority
1101 Channelside Drive
Tampa, Florida 33602

If to the Purchaser: STI Institutional & Government, Inc.
401 E. Jackson Street, 10th Floor
Tampa, Florida 33602

Upon written notice to the respective parties mentioned above given in the manner provided above, any of the above or subsequent addresses may be changed.

12. Acknowledgment of Risks. Each party represents to the other party:

(i) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into the transaction contemplated hereby and as to whether such transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Agreement; it being understood that information and explanations related to the terms and conditions of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement or the transaction contemplated hereby.

(ii) Evaluation and Understanding. It is capable of evaluating and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement. It is also capable of assuming, and assumes, the financial and other risks of this Agreement including but not limited to the obligation to make the Breakage Payment described in Section 3 hereof and the calculation of which is set forth on Exhibit "B" attached hereto.

13. Non-Assignability. This Agreement can not be assigned by either party hereto; provided, however, that, notwithstanding anything herein contained to the contrary, with the prior written consent of the Borrower (which consent will not be unreasonably withheld), the Purchaser may assign this Agreement to any affiliate of the Purchaser, and any affiliate of the Purchaser may assign this Agreement to the Purchaser or any other affiliate of the Purchaser; and provided

further that any company into which the Purchaser (or any affiliate of the Purchaser that may have been assigned this Agreement as above provided) may be merged or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Purchaser (or any affiliate of the Purchaser that may have been assigned this Agreement as above provided) may sell or transfer all or substantially all of its lending business shall be the successor to the Purchaser (or such affiliate of the Purchaser that may have been assigned this Agreement as above provided) hereunder, without any further act, deed or conveyance and notwithstanding any prohibitions or conditions contained herein with respect to assignability of this Agreement by the Purchaser (or any affiliate of the Purchaser that may have been assigned this Agreement as above provided).

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date of first set forth above.

STI INSTITUTIONAL & GOVERNMENT,
INC.

By: _____
Name:
Title:

HILLSBOROUGH COUNTY PORT
DISTRICT

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

ATTEST:

By: _____
Name: Paul Anderson
Title: President and Chief Executive Officer

#29380877_v5
134662-42

EXHIBIT "A"

FORM OF PURCHASER'S DISCLOSURE LETTER

STI Institutional & Government, Inc., a subsidiary of SunTrust Bank (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 2015 (the "Note"), in the principal amount of not exceeding \$38,000,000. Prior to the award of the Note, the following information is hereby furnished to the Port Authority:

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

Holland & Knight: \$15,000.00

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

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

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.00.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued to finance: (i) the costs of refunding the District's Revenue Refunding Bonds (Tampa Port Authority Project), Series 2005A, maturing on and after June 1, 2016, and (ii) the costs incidental thereto.

Unless earlier redeemed, the Note is to be repaid by June 1, 2020, at a fixed rate of interest equal to 2.10%, with total interest paid over the life of the Note, based upon the assumption that the Note will be issued on March 3, 2015, estimated to be \$_____.]

The Note will be secured solely by and payable solely from a lien upon and pledge of all rents, fees and charges or other income (excluding ad valorem taxes) received by or accrued to the District from the operation of its port facilities (the "Pledged Funds"), as the Pledged Funds are more particularly described in a resolution adopted by the Port Authority on April 6, 1995, as supplemented by a resolution adopted on May 20, 2014 (collectively, the "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 Parity Obligations, as defined in the Resolution. Issuance of the Note is estimated to result in an annual average of approximately \$_____ (average annual debt service) of revenues of the District not being available to finance the services of the District during the life of the Note.

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

STI Institutional & Government, Inc.
401 East Jackson Street, 10th Floor
Tampa, FL 33602

[Signatures to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 20th day of May, 2014.

STI Institutional & Government, Inc.

By: _____

Name: Adam L. Horn

Title: Vice President

[Signature Page to Lender's Disclosure Certificate]

EXHIBIT "B"

DEFINITIONS RELATED TO BREAKAGE PAYMENT

"Breakage Event" means a Break Funding Event as defined in Paragraph 3(a) or a failure to purchase as described in Paragraph 3(c).

"Breakage Payment" means, with respect to any Breakage Event, an amount (not less than zero) equal to the difference between (x) the sum of the Present Value of each Locked Index Payment that would be due on each Period End Date that occurs after such Breakage Event and (y) the sum of the Present Value of each Replacement Curve Payment that would be due on each Period End Date that occurs after such Breakage Event.

"Calculation Agent" means the Purchaser or one of its affiliates designated by the Purchaser.

"Calculation Date" means a date chosen by the Calculation Agent which date shall be within five (5) Business Days after the Purchaser's receiving notice or being aware of a Breakage Event.

"Day Count Fraction" means 30/360, being the basis on which interest will be computed on the Note.

"Fixed Rate" means %, being the interest rate on the Note. The Fixed Rate equals the sum of the Locked Index Rate and the Spread.

"Interest Accrual Period" means the period of time over which interest accrues on the Note for any given Principal Outstanding as stated in Schedule B-1.

"LIBOR" means the London Interbank Offered Rate.

"Locked Index Payment" means, for each Period End Date that occurs after a Breakage Event, the product of (A) the Principal Outstanding for the Interest Accrual Period ending on that Period End Date, (B) the Locked Index Rate and (C) the Day Count Fraction.

"Locked Index Rate" means 1.38%.

"Period Begin Date" means the first day of each Interest Accrual Period as set forth in Schedule B-1 attached hereto.

"Period End Date" means the last day of each Interest Accrual Period as set forth in Schedule B-1 attached hereto.

"Present Value" means with respect to any Locked Index Payment or Replacement Curve Payment, the discounted value of such Locked Index Payment or Replacement Curve Payment calculated in good faith by the Calculation Agent using commercially reasonable procedures by reference to the applicable Replacement Curve Rate as the discount rate.

"Principal Outstanding" means the principal amount of the Note outstanding for any given Interest Accrual Period as set forth in Schedule B-1 attached hereto.

"Replacement Curve Payment" means, for each Period End Date that occurs after a Breakage Event, the product of (A) the Principal Outstanding for the Interest Accrual Period ending on such Period End Date, (B) the applicable Replacement Curve Rate and (C) the Day Count Fraction.

"Replacement Curve Rate" means, for any Interest Accrual Period following a Breakage Event, the product of (A) the Tax Exempt Factor and (B) the fixed interest rate determined by the Calculation Agent from the bid side of the LIBOR swap yield curve on the Calculation Date with a maturity closest to the Period End Date of such Interest Accrual Period.

"Spread" means 0.72%.

"Tax-Exempt Factor" means 67%.

SCHEDULE B-1

Principal Amounts for Scheduled Dates

EXHIBIT "C"
FORM OF NOTE COUNSEL OPINION

EXHIBIT "D"

FORM OF BORROWER COUNSEL OPINION

EXHIBIT "E"

FORM OF PURCHASER'S INVESTMENT CERTIFICATE

This is to certify that STI Institutional & Government, Inc., a subsidiary of SunTrust Bank (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 2015 (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 District's Counsel as to any such matters other than the legal opinion rendered by Note Counsel and by District's Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. ____ adopted by the Tampa Port Authority, as the governing body of the Issuer on May 20, 2014 (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 Resolution (the "Pledged Funds").

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

The Lender acknowledges and understands that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended, and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Authority, the District, Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

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 assigned in accordance with Section 905 of the Supplemental Resolution.

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 20th day of May, 2014.

STI INSTITUTIONAL & GOVERNMENT,
INC.

By: _____

Name: Adam Horn

Title: First Vice President

**SUBJECT: AMENDMENT NO. 6 TO CONTAINER FACILITIES IMPROVEMENTS
AGREEMENT NO. 09-00109-02 WITH BATSON-COOK COMPANY FOR
HOOKERS POINT DEVELOPMENT SITEWORK**

BACKGROUND:

Port Tampa Bay (PTB) executed a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for development at Hookers Point. The project scope includes approximately nineteen acres of sitework, 17,500 linear feet of railroad, relocation of GATX Drive, and a refrigerated warehouse facility. The project has a time certain schedule for completion and the draw-down of funds from FDOT's Bond Program. The draw-down of project funds is to begin during the first half of 2014. This project utilizes 50:50 matching funds for a total amount of \$18,371,874.

FACTS/COMMENTS:

This project is located within the master plan footprint of the Hookers Point Container Facilities Improvements and the Batson-Cook Company's Construction Management Services Agreement No. 09-00109-02. In April, PTB's Board of Commissioners (Board) approved Moffatt & Nichol for the project's engineering design services, and the project design and permitting are underway.

PTB Staff proposes going forward at this time with the sitework (earthwork) in an amount not to exceed \$2,183,632.00 to remove the excess soil from the site. This excess soil will be used for placing a 2-foot cap on the 42-acre former Winner Metals site at Hookers Point, which will complete the brownfield remediation action plan with Hillsborough County EPC for the scrap metal site.

This earthwork will also allow PTB to meet its obligation with FDOT for the draw-down of the project funds while the design engineer completes the project design and obtains the site development permits for the larger project.

The rest of the project work to construct the railroad, road relocations, and a refrigerated warehouse facility will be formally priced and brought back to the Board later once the design and the refrigerated facility lease negotiations are completed.

Funding for this project was included in the approved FY2014 Capital budget.

RECOMMENDATION:

Authorize the President/CEO or his designee to execute Amendment No. 6 to Agreement No. 09-00109-02 with Batson-Cook Company for Sitework Improvements on the Hookers Point Development Project in amount not to exceed \$2,183,632.00, subject to review by the Chief Legal Officer.

Board Meeting
May 20, 2014
Engineering 186748/186425

**SUBJECT: PORT REDWING SECURITY FENCE ITB NO. B-009-14;
CONTRACT NO. 14-01914**

BACKGROUND:

Port Tampa Bay's (PTB) FY 2014 Capital Program includes funds for roadway, railroad, and security improvements at Port Redwing. The Port Redwing Development Project consists of three separate bids as follows:

1. Security Fence Improvements – procurement process complete.
2. Roadway Improvements – bids to be advertised in June 2014.
3. Railroad Improvements – bids to be advertised in July 2014

PTB has a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for improvements at Port Redwing that includes 50:50 matching funds for a total project cost of \$15 million. The JPA has a defined draw-down schedule for bond funds that began the second quarter of 2014.

FACTS/COMMENTS:

In accordance with PTB procurement policy, staff advertised an invitation to bid for this project in the Tampa Tribune, Tampa Bay Times, Florida Sentinel Bulletin, and La Gaceta, as well as electronically on Onvia-Demand Star (e-procurement database system) on April 18, 2014. Twelve (12) firms attended the mandatory pre-bid conference/site tour on April 25, 2014. On May 12, 2014, PTB received five (5) responsive/ responsible bids for the project as follows:

<u>Bidder (Location)</u>	<u>BID AMOUNT</u>	<u>SBE %</u>
1. Good Neighbor Fence Company (Tampa)	\$117,800.00	100%
2. Specialist Fence/Concrete LLC (Gibson)	\$133,107.00	100%
3. Hodge Management LLC (Seminole)	\$157,933.00	100%
4. Newberry Contracting Inc. (Brandon)	\$160,966.20	100%
5. Tampa Bay Marine Inc. (Gibson)	\$175,440.00	100%

This was a Small Business Enterprise (SBE) set-aside project. Only qualified SBE firms were eligible to submit bids. The contract requires the successful SBE firm to self-perform at least fifty-percent (50%) of the work.

Good Neighbor Fence Company (Good Neighbor) is the apparent low responsive and responsible bidder for the project. Good Neighbor has an active occupational license for doing business in Hillsborough County; however, Hillsborough County does

not require a contractor's license for fence installations. The references provided by Good Neighbor on three similar fencing projects gave it outstanding reviews. In addition, Good Neighbor has the current Hillsborough County unit price fencing contract.

Staff has reviewed the contractor's references, qualifications, and experience and recommends Good Neighbor that it be awarded a contract in an amount not to exceed \$117,800.00, and further recommends the authorization of a total budget for the project in an amount not to exceed \$129,580.00, which includes a ten percent (10%) contingency for remedying any unforeseen conditions that may arise during construction.

Funds for this project were included in the approved FY 2014 Capital Program.

RECOMMENDATION:

Authorize the Port President/CEO or his designee to execute Contract No. 14-01914-01 with Good Neighbor Fence Company for Port Redwing Security Fencing, in an amount not to exceed \$117,800.00, and further recommends the authorization of a total budget for the project in an amount not to exceed \$129,580.00, which includes a ten percent (10%) contingency for remedying any unforeseen conditions that may arise during construction, subject to review by the Chief Legal Officer.



**SUBJECT: GEOTECHNICAL, ENGINEERING, TESTING AND INSPECTION
CONSULTANT SERVICES RFQ NO: Q-004-14, AGREEMENT NO. 14-
00714**

BACKGROUND:

Port Tampa Bay (PTB) currently has geotechnical, engineering, testing, and inspection consultant services (GETIC) contracts with Ardaman & Associates, Inc., Terracon Consultants, Inc., and Tierra, Inc. The three-year contracts expire July 2014.

The GETIC contract is designed to assist PTB staff in performing soil borings and construction quality control inspection and testing services work on an as-needed basis using a work order system. Any work order in excess of \$250,000 is brought to PTB's Board of Commissioners (Board) for approval prior to commencement of the work. The continuing contracts are funded annually. The priority of work and need for outside engineering assistance dictates the work assignments.

FACTS/COMMENTS:

As defined by the Florida Competitive Consultants Negotiation Act (CCNA), Section 287.055(2)(g), *Florida Statutes*, and in accordance with PTB procurement policy, staff advertised a request for qualifications (RFQ) in the Tampa Tribune, Tampa Bay Times, Florida Sentinel Bulletin, and La Gaceta, as well as electronically on Onvia-Demand Star (e-procurement database system) on February 28, 2014. The mandatory pre-proposal conference on March 11, 2014 was attended by 21 firms. On March 27, 2014, PTB received submittals from ten (10) engineering consultant firms.

The selection committee (Committee) consisted of Patrick Blair, PTB Engineering; Jackie Julien, PTB Environmental; Keith Fleming, Tampa International Airport Environmental Services; and Santino Provenzano, Mosaic Environmental. The Committee evaluated the proposals in accordance with CCNA guidelines and heard presentations from the five (5) short-listed firms on April 29, 2014. The firms were ranked as follows:

Ranking	Firm Name	SBE %
1	Ardaman & Associates, Inc.	9%
2	Tierra, Inc.	14%
3	Terracon Consultants, Inc. (f/k/a Nodarse)	10%
4	Conestoga- Rovers & Associates Inc	10%
5	AMEC Environment & Infrastructure Inc.	10%

Staff recommends approval of the final ranking and requests authorization to enter into contract negotiations with the three (3) top ranked firms. All contracts will be identical in language and billing rates. The agreements will be for three (3) years, with standard PTB termination clauses. If satisfactory contracts cannot be negotiated with any of the top three (3) firms, then negotiations would begin with the next highest ranked firm(s) with any such action reported back to the Board.

Funding for the GETIC contracts was included in the FY 2014 Capital Program and approved by the Board in the amount of \$350,000 at the September 17, 2013 meeting.

RECOMMENDATION:

Authorize the Port President/CEO or his designee to negotiate and execute identical three (3) year Geotechnical, Engineering, Testing and Inspection Services agreements, Contract No. 14-00714, with the three (3) highest ranked firms listed above, subject to review by the Chief Legal Officer. If contracts cannot be negotiated with any of the top three (3) firms, then negotiations should begin with the next highest ranked firm(s) with any resulting agreement to be reported back to the Board.

GEOTECHNICAL, ENGINEERING, TESTING & INSPECTION SERVICES

PROPOSAL EVALUATION SUMMARY

RFQ NO. Q-004-14; PROJECT NO. 14-00714

	Firm Names									
Committee Member	AMEC Environment & Infrastructure, Inc.	Ardaman & Associates, Inc.	Conestoga-Rovers & Associates, Inc.	Golder Associates, Inc.	Professional Services Industries, Inc. (PSI)	S&ME, Inc.	Terracon Consultants, Inc.	Test Lab, Inc.	Tierra, Inc.	Universal Engineering Sciences, inc.
Evaluator #1	1.60	1.35	4.10	5.65	1.50	4.10	3.40	6.30	1.00	8.65
Evaluator #2	2.75	2.20	2.30	3.70	3.00	1.70	2.35	4.00	2.90	3.95
Evaluator #3	1.95	1.35	3.35	5.10	7.05	6.05	2.60	4.85	6.55	6.95
Evaluator #4	2.60	1.45	2.50	3.40	2.95	2.40	1.40	3.85	2.05	4.25
Total	8.90	6.35	12.25	17.85	14.50	14.25	9.75	19.00	12.50	23.80
Ranking	2	1	4	8	7	6	3	9	5	10

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.

TPADOCs-#186421-v1-RFP_004-14_Evaluator_1_Through_5_Evaluation_Sheets

PROPOSAL EVALUATION - RFQ NO. Q-004-14 GEOTECHNICAL, ENGINEERING, TESTING & INSPECTION SERVICES

Evaluation Criteria	Weight	Firm Names									
		AMEC Environment & Infrastructure, Inc.	Ardaman & Associates, Inc.	Conestoga-Rovers & Associates, Inc.	Golder Associates, Inc.	Professional Services Industries, Inc. (PSI)	S&ME, Inc.	Terracon Consultants, Inc.	Test Lab, Inc.	Tierra, Inc.	Univseral Engineering Sciences, Inc.
Qualifications / Experience of the Respondent (Firm / Team): (i.e., Responsible) 1 • Project approach and demonstrated ability to furnish the required services as outlined in the Scope of Work (Section B; Paragraph 1.2). Specific credit will be given for proven experience in providing consulting services for similar seaport projects.	25%	1	1	5	8	1	5	5	9	1	10
Qualifications / Experience of Key Personnel: 2 • Evaluation (credentials/expertise/experience) of Project Manager and other key individuals who are specifically licensed and/or certified to perform and/or oversee work detailed in the Scope of Work.	30%	1	1	5	8	1	5	5	9	1	10
Past Performance: 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 claim(s) of negligence (errors and/or omissions).	10%	5	1	5	9	1	5	1	5	1	10
Schedule and Budget Requirements: 4 • Demonstrated willingness and ability to meet and adhere to project schedules and budgets.	10%	3	3	6	1	6	6	3	6	1	10
Workload: 5 • Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.	10%	1	1	1	1	1	1	1	1	1	10
Local Presence: 6 • Consideration for firm/team having its Project Manger and other key team members performing the consultant service work administered by the local office (within 35 miles of the PTB).	10%	1	1	1	1	1	1	1	1	1	1
Volume of Work: 7 • Considers the dollar amount of fee previously paid to the Respondent by PTB within the past three (3) years.	5%	1	4	1	1	1	1	1	1	1	1
Total:	100%	1.60	1.35	4.10	5.65	1.50	4.10	3.40	6.30	1.00	8.65

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: 4/21/2014

PROPOSAL EVALUATION - RFQ NO. Q-004-14 GEOTECHNICAL, ENGINEERING, TESTING & INSPECTION SERVICES

Evaluation Criteria	Weight	Firm Names									
		AMEC Environment & Infrastructure, Inc.	Ardaman & Associates, Inc.	Conestoga-Rovers & Associates, Inc.	Golder Associates, Inc.	Professional Services Industries, Inc. (PSI)	S&ME, Inc.	Terracon Consultants, Inc.	Test Lab, Inc.	Tierra, Inc.	Univseral Engineering Sciences, Inc.
Qualifications / Experience of the Respondent (Firm / Team): (i.e., Responsible) 1 • Project approach and demonstrated ability to furnish the required services as outlined in the Scope of Work (Section B; Paragraph 1.2). Specific credit will be given for proven experience in providing consulting services for similar seaport projects.	25%	2	4	3	5	3	1	2	3	1	2
Qualifications / Experience of Key Personnel: 2 • Evaluation (credentials/expertise/experience) of Project Manager and other key individuals who are specifically licensed and/or certified to perform and/or oversee work detailed in the Scope of Work.	30%	4	1	2	4	3	3	3	6	5	7
Past Performance: 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 claim(s) of negligence (errors and/or omissions).	10%	3	1	3	7	5	2	4	6	7	4
Schedule and Budget Requirements: 4 • Demonstrated willingness and ability to meet and adhere to project schedules and budgets.	10%	4	4	4	2	4	1	3	4	2	4
Workload: 5 • Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.	10%	2	1	1	2	3	1	1	3	1	4
Local Presence: 6 • Consideration for firm/team having its Project Manger and other key team members performing the consultant service work administered by the local office (within 35 miles of the PTB).	10%	1	1	1	1	1	1	1	1	1	1
Volume of Work: 7 • Considers the dollar amount of fee previously paid to the Respondent by PTB within the past three (3) years.	5%	1	4	1	1	1	1	1	1	1	1
Total:	100%	2.75	2.20	2.30	3.70	3.00	1.70	2.35	4.00	2.90	3.95

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: 4/21/2014

PROPOSAL EVALUATION - RFQ NO. Q-004-14 GEOTECHNICAL, ENGINEERING, TESTING & INSPECTION SERVICES

Evaluation Criteria	Weight	Firm Names									
		AMEC Environment & Infrastructure, Inc.	Ardaman & Associates, Inc.	Conestoga-Rovers & Associates, Inc.	Golder Associates, Inc.	Professional Services Industries, Inc. (PSI)	S&ME, Inc.	Terracon Consultants, Inc.	Test Lab, Inc.	Tierra, Inc.	Univseral Engineering Sciences, Inc.
Qualifications / Experience of the Respondent (Firm / Team): (i.e., Responsible) 1 • Project approach and demonstrated ability to furnish the required services as outlined in the Scope of Work (Section B; Paragraph 1.2). Specific credit will be given for proven experience in providing consulting services for similar seaport projects.	25%	2	1	4	7	8	6	3	4	8	8
Qualifications / Experience of Key Personnel: 2 • Evaluation (credentials/expertise/experience) of Project Manager and other key individuals who are specifically licensed and/or certified to perform and/or oversee work detailed in the Scope of Work.	30%	2	1	3	5	8	8	3	6	8	8
Past Performance: 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 claim(s) of negligence (errors and/or omissions).	10%	2	1	4	6	9	9	2	6	5	8
Schedule and Budget Requirements: 4 • Demonstrated willingness and ability to meet and adhere to project schedules and budgets.	10%	2	1	4	6	7	4	3	4	7	7
Workload: 5 • Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.	10%	3	3	5	5	9	7	3	9	8	9
Local Presence: 6 • Consideration for firm/team having its Project Manger and other key team members performing the consultant service work administered by the local office (within 35 miles of the PTB).	10%	1	1	1	1	1	1	1	1	1	1
Volume of Work: 7 • Considers the dollar amount of fee previously paid to the Respondent by PTB within the past three (3) years.	5%	1	4	1	1	1	1	1	1	1	1
Total:	100%	1.95	1.35	3.35	5.10	7.05	6.05	2.60	4.85	6.55	6.95

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: 4/21/2014

PROPOSAL EVALUATION - RFQ NO. Q-004-14 GEOTECHNICAL, ENGINEERING, TESTING & INSPECTION SERVICES

Evaluation Criteria	Weight	Firm Names									
		AMEC Environment & Infrastructure, Inc.	Ardaman & Associates, Inc.	Conestoga-Rovers & Associates, Inc.	Golder Associates, Inc.	Professional Services Industries, Inc. (PSI)	S&ME, Inc.	Terracon Consultants, Inc.	Test Lab, Inc.	Tierra, Inc.	Univseral Engineering Sciences, Inc.
1 Qualifications / Experience of the Respondent (Firm / Team): (i.e., Responsible) • Project approach and demonstrated ability to furnish the required services as outlined in the Scope of Work (Section B; Paragraph 1.2). Specific credit will be given for proven experience in providing consulting services for similar seaport projects.	25%	3	1	3	5	4	3	1	6	2	6
2 Qualifications / Experience of Key Personnel: • Evaluation (credentials/expertise/experience) of Project Manager and other key individuals who are specifically licensed and/or certified to perform and/or oversee work detailed in the Scope of Work.	30%	4	1	3	5	4	3	2	5	3	6
3 Past Performance: • 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 claim(s) of negligence (errors and/or omissions).	10%	3	2	4	2	2	2	1	3	1	5
4 Schedule and Budget Requirements: • Demonstrated willingness and ability to meet and adhere to project schedules and budgets.	10%	1	2	1	2	2	2	2	2	2	2
5 Workload: • Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.	10%	1	2	2	1	2	2	1	2	2	1
6 Local Presence: • Consideration for firm/team having its Project Manger and other key team members performing the consultant service work administered by the local office (within 35 miles of the PTB).	10%	1	1	1	1	1	1	1	1	1	1
7 Volume of Work: • Considers the dollar amount of fee previously paid to the Respondent by PTB within the past three (3) years.	5%	1	4	1	1	1	1	1	1	1	1
Total:	100%	2.60	1.45	2.50	3.40	2.95	2.40	1.40	3.85	2.05	4.25

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 #4 Evaluator Signature: On File

Date: 4/21/2014

GEOTECHNICAL, ENGINEERING, TESTING & INSPECTION SERVICES

PRESENTATION EVALUATION SUMMARY

RFQ NO. Q-004-14; PROJECT NO. 14-00714

Committee Member	Firm Names				
	AMEC Environment & Infrastructure, Inc.	Ardaman & Associates, Inc.	Conestoga-Rovers & Associates, Inc.	Terracon Consultants, Inc.	Tierra, Inc.
Evaluator #1	4.00	1.15	2.30	3.15	1.55
Evaluator #2	2.25	1.25	2.60	1.85	1.75
Evaluator #3	3.25	1.25	3.75	2.25	2.20
Evaluator #4	2.70	1.25	2.60	1.65	2.25
Total	12.20	4.90	11.25	8.90	7.75
Ranking	5	1	4	3	2

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-004-14 GEOTECHNICAL, ENGINEERING, TESTING & INSPECTION SERVICES

	Evaluation Criteria	Weight	Firm Names				
			AMEC Environment & Infrastructure, Inc.	Ardaman & Associates, Inc.	Conestoga-Rovers & Associates, Inc.	Terracon Consultants, Inc.	Tierra, Inc.
1	Qualifications / Experience of the Respondent (Firm / Team): (i.e., Responsible) • Project approach and demonstrated ability to furnish the required services as outlined in the Scope of Work (Section B; Paragraph 1.2). Specific credit will be given for proven experience in providing consulting services for similar seaport projects.	25%	5	1	3	4	2
2	Qualifications / Experience of Key Personnel: • Evaluation (credentials/expertise/experience) of Project Manager and other key individuals who are specifically licensed and/or certified to perform and/or oversee work detailed in the Scope of Work.	30%	5	1	3	4	2
3	Past Performance: • 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 claim(s) of negligence (errors and/or omissions).	10%	5	1	1	4	1
4	Schedule and Budget Requirements: • Demonstrated willingness and ability to meet and adhere to project schedules and budgets.	10%	5	1	3	3	1
5	Workload: • Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.	10%	1	1	1	1	1
6	Local Presence: • Consideration for firm/team having its Project Manger and other key team members performing the consultant service work administered by the local office (within 35 miles of the PTB).	10%	1	1	1	1	1
7	Volume of Work: • Considers the dollar amount of fee previously paid to the Respondent by PTB within the past three (3) years.	5%	1	4	1	1	1
Total:		100%	4.00	1.15	2.30	3.15	1.55

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

PROPOSAL EVALUATION - RFQ NO. Q-004-14 GEOTECHNICAL, ENGINEERING, TESTING & INSPECTION SERVICES

		Firm Names				
Evaluation Criteria	Weight	AMEC Environment & Infrastructure, Inc.	Ardaman & Associates, Inc.	Conestoga-Rovers & Associates, Inc.	Terracon Consultants, Inc.	Tierra, Inc.
1 Qualifications / Experience of the Respondent (Firm / Team): (i.e., Responsible) • Project approach and demonstrated ability to furnish the required services as outlined in the Scope of Work (Section B; Paragraph 1.2). Specific credit will be given for proven experience in providing consulting services for similar seaport projects.	25%	2	1	3	2	2
2 Qualifications / Experience of Key Personnel: • Evaluation (credentials/expertise/experience) of Project Manager and other key individuals who are specifically licensed and/or certified to perform and/or oversee work detailed in the Scope of Work.	30%	3	1	3	2	2
3 Past Performance: • 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 claim(s) of negligence (errors and/or omissions).	10%	2	1	3	3	3
4 Schedule and Budget Requirements: • Demonstrated willingness and ability to meet and adhere to project schedules and budgets.	10%	3	2	3	2	1
5 Workload: • Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.	10%	2	1	2	1	1
6 Local Presence: • Consideration for firm/team having its Project Manger and other key team members performing the consultant service work administered by the local office (within 35 miles of the PTB).	10%	1	1	1	1	1
7 Volume of Work: • Considers the dollar amount of fee previously paid to the Respondent by PTB within the past three (3) years.	5%	1	4	1	1	1
Total:	100%	2.25	1.25	2.60	1.85	1.75

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

PROPOSAL EVALUATION - RFQ NO. Q-004-14 GEOTECHNICAL, ENGINEERING, TESTING & INSPECTION SERVICES

Evaluation Criteria	Weight	Firm Names				
		AMEC Environment & Infrastructure, Inc.	Ardaman & Associates, Inc.	Conestoga-Rovers & Associates, Inc.	Terracon Consultants, Inc.	Tierra, Inc.
1 Qualifications / Experience of the Respondent (Firm / Team): (i.e., Responsible) • Project approach and demonstrated ability to furnish the required services as outlined in the Scope of Work (Section B; Paragraph 1.2). Specific credit will be given for proven experience in providing consulting services for similar seaport projects.	25%	4	1	4	2	3
2 Qualifications / Experience of Key Personnel: • Evaluation (credentials/expertise/experience) of Project Manager and other key individuals who are specifically licensed and/or certified to perform and/or oversee work detailed in the Scope of Work.	30%	4	1	4	3	2
3 Past Performance: • 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 claim(s) of negligence (errors and/or omissions).	10%	4	1	4	2	2
4 Schedule and Budget Requirements: • Demonstrated willingness and ability to meet and adhere to project schedules and budgets.	10%	2	1	5	4	2
5 Workload: • Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.	10%	3	2	5	1	3
6 Local Presence: • Consideration for firm/team having its Project Manger and other key team members performing the consultant service work administered by the local office (within 35 miles of the PTB).	10%	1	1	1	1	1
7 Volume of Work: • Considers the dollar amount of fee previously paid to the Respondent by PTB within the past three (3) years.	5%	1	4	1	1	1
Total:	100%	3.25	1.25	3.75	2.25	2.20

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

PROPOSAL EVALUATION - RFQ NO. Q-004-14 GEOTECHNICAL, ENGINEERING, TESTING & INSPECTION SERVICES

		Firm Names				
Evaluation Criteria	Weight	AMEC Environment & Infrastructure, Inc.	Ardaman & Associates, Inc.	Conestoga-Rovers & Associates, Inc.	Terracon Consultants, Inc.	Tierra, Inc.
1 Qualifications / Experience of the Respondent (Firm / Team): (i.e., Responsible) • Project approach and demonstrated ability to furnish the required services as outlined in the Scope of Work (Section B; Paragraph 1.2). Specific credit will be given for proven experience in providing consulting services for similar seaport projects.	25%	3	1	3	2	2
2 Qualifications / Experience of Key Personnel: • Evaluation (credentials/expertise/experience) of Project Manager and other key individuals who are specifically licensed and/or certified to perform and/or oversee work detailed in the Scope of Work.	30%	4	1	3	2	3
3 Past Performance: • 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 claim(s) of negligence (errors and/or omissions).	10%	3	1	4	2	3
4 Schedule and Budget Requirements: • Demonstrated willingness and ability to meet and adhere to project schedules and budgets.	10%	1	2	2	1	2
5 Workload: • Consideration of recent, current and projected workload as well as workforce availability to undertake PTB work.	10%	1	1	2	1	2
6 Local Presence: • Consideration for firm/team having its Project Manger and other key team members performing the consultant service work administered by the local office (within 35 miles of the PTB).	10%	2	1	1	1	1
7 Volume of Work: • Considers the dollar amount of fee previously paid to the Respondent by PTB within the past three (3) years.	5%	1	4	1	1	1
Total:	100%	2.70	1.25	2.60	1.65	2.25

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 #4

Evaluator Signature: _____

on file

SUBJECT: AMENDMENT NO. 2 TO THE PETROLEUM FACILITIES LICENSE AGREEMENT

BACKGROUND:

The first phase of the REK Pier replacement project, Berth 222, and Central Manifold was completed last fall and is now operational. Work continues on constructing new Berth 227N and the demolition of the REK Pier, which will be completed this summer.

On June 18, 2013, Port Tampa Bay (PTB) approved a 25-year License Agreement with the four petroleum terminals (Kinder Morgan Liquids Terminals, LLC; TPSI Terminals, LLC; Murphy Oil USA, Inc.; and Buckeye Terminals, LLC) for their joint operation and maintenance of the common use petroleum unloading system at the new facility (Berths 222, 223, and 227N).

FACTS/COMMENTS:

Thus far, PTB's cost for the petroleum facilities is approximately \$49.65 million, of which \$30 million is related to the marine construction, and \$19.65 million is related to the petroleum unloading piping system. The License Agreement includes a license fee that was initially calculated at \$0.048 per barrel for the capital recovery of the \$19.65 million investment (at 6.0% interest) in the piping infrastructure, plus the annual cost of insurance and the incremental increased security costs for the new petroleum facilities operating plan. The fee will be recalculated at the completion of the project and adjusted each year based upon the previous year's through-put volume received by the licensees. This will assure that PTB recovers its investment in the piping system regardless of whether product volumes increase or decrease, while at the same time allowing the users to benefit by paying a lower per barrel fee if annual volumes increase or if new users/volumes come into the system.

The licensees have requested that their start-up costs, which total approximately \$1,250,000, be paid by PTB and be included in the capital recovery plan under the License Agreement. The Licensees have provided the following summary of their project start-up costs:

- \$385k Work by Coastal Waterways on Coast Guard compliance items.
 - \$388k Pipelines commissioning, training, equipment, safety supplies, etc.
 - \$70k Work by Coastal Waterways preparing operating manuals.
 - \$105k Replace Berth 223 hoses and swivels.
 - \$262k Berth 227N estimated pipelines commissioning, training, equipment, safety supplies, etc.
 - \$40k Berths 223 estimated cost to replace PIC shack.
- \$1,250,000 TOTAL ESTIMATE

Capitalizing these additional costs would increase the project cost for the unloading piping system to approximately \$20.9 million, which would result in a License Fee of \$0.059 per barrel.

Staff recommends approval of Amendment No. 2 to the Petroleum Facilities License Agreement authorizing PTB to reimburse the licensees' start-up costs for the petroleum facility improvements, with the costs to be recovered under the same terms and conditions stipulated in the Petroleum Facilities License Agreement.

Funding for this project is included in the approved FY 14 Capital budget.

RECOMMENDATION:

Authorize the Port President/CEO or his designee to execute Amendment No. 2 to the Petroleum Facilities License Agreement, which will authorize the reimbursement to the four licensees the amount of their respective start-up costs in a total amount not to exceed \$1,250,000.00, with the capital recovery for same to be added to the License Fee in accordance with the Petroleum Facilities License Agreement dated June 18, 2013, subject to review by the Chief Legal Officer.

**SUBJECT: ENHANCED CAMERA AND VIDEO STORAGE UPGRADE FOR THE
PORT TAMPA BAY CLOSED CIRCUIT CAMERA SYSTEM**

BACKGROUND:

Port Tampa Bay (PTB) operates a Closed Circuit Television (CCTV) network to enhance access control and document activity in secure and restricted areas. PTB has sensitive areas that require camera surveillance pursuant to current security plans. Images captured on these cameras are stored on video recording devices for a minimum period of time. In December 2012, PTB initiated a partial upgrade of the system by replacing a portion of the cameras and recording devices. Since 2012, PTB has continued to expand the camera system which impacts the available storage space for camera images. The remaining recording devices, along with some cameras, have reached the end of the useful life of the equipment. PTB staff proposes replacing obsolete recording equipment and cameras with modern recording systems and new cameras. The equipment is intended to increase PTB's ability to record, manage, and upgrade the current CCTV capabilities.

FACTS/COMMENTS:

PTB applied for a port security grant to improve the current camera system. The request for camera upgrades met several national priorities, including maritime domain awareness and detection capabilities. The grant also afforded PTB an opportunity to continue to upgrade video surveillance capabilities at key points. The Federal Emergency Management Agency (FEMA) has authorized the expenditure of \$423,000, with a twenty five percent (25%) match by PTB, for the purchase of a camera system upgrade.

Funding for this project was included in the approved FY 14 Capital budget.

RECOMMENDATION:

Authorize the Port President/CEO to expend up to \$423,000 for the purchase and installation of camera system upgrades utilizing the current PTB contract with GSA, a Small Business Enterprise (SBE), subject to review by the Chief Legal Officer. PTB will be reimbursed up to \$317,250 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 \$105,750 (the 25% required matching contribution).

E. RECEIPT OF REPORTS

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

FY2014 – LEGAL FEES AND EXPENSES REPORT THROUGH APRIL 30, 2014

YEAR-TO-DATE LEGAL FEES AND EXPENSES

	<u>FY 2014 Budget</u>	<u>FY 2014 Actual</u>
General Support / Litigation	\$ 79,000.00	\$ 277,567.75
General Admiralty / Maritime	\$ 24,000.00	\$ 12,445.15
General Real Estate / Land Use	\$ 50,000.00	\$ 15,330.00
General Construction Services Legal Support	\$ 13,000.00	\$ 17,752.50
General Environmental Legal Support	\$ 15,000.00	\$ 6,425.00
General Labor/Employment Legal Support	\$ 35,000.00	\$ 7,307.50
General Bankruptcy Services Legal Support	\$ 9,000.00	\$ 0.00
 YEAR-TO-DATE FY 2013-14	 \$225,000.00	 \$ 336,827.90
[Over – Budget <u>\$111,827.90</u>]		

LITIGATION AND GENERAL LEGAL SUPPORT

Outside Counsel / Matter	April	Cumulative FY To Date	Cumulative Budget (1)	Budget Increase/ Matter Total
Gray Robinson				
General		\$ 433.20	\$ 30,000.00	
Channelside Bay Mall/Lit		\$ 165.78	\$225,000.00	
Anglo-Irish Bank v. CBM		\$ 20,641.00	\$135,000.00	
Liberty Channelside LLC	\$ 51,229.78	\$231,080.49	\$115,000.00	
TM-Port TB	\$ 125.00	\$ 4,501.13	\$ 15,000.00	
TM-WM-Port TB		\$ 2,310.64	\$ 15,000.00	
Smith Katzenstein				
Liberty Channelside	\$ 13,596.77	\$ 13,596.77	\$ 15,000.00	
Hamilton, Miller & Birthisel				
General			\$ 15,000.00	
Ins – CD *	\$ 1,160.61	\$ 21,446.31	\$ 40,000.00	

* Information only – Legal Fees paid by Insurance Company

GENERAL ADMIRALTY / MARITIME LEGAL SUPPORT

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>	<u>Cumulative Budget (1)</u>	<u>Budget Increase/ Matter Total</u>
Venable, LLC General	\$ 12,445.15	\$ 12,445.15	\$ 15,000.00	

GENERAL REAL ESTATE / LAND USE LEGAL SUPPORT

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>	<u>Cumulative Budget (1)</u>	<u>Budget Increase/ Matter Total</u>
Gray Robinson – Real Estate General			\$ 50,000.00	
Channelside Bay Mall/RE DRI	\$ 67.50	\$ 67.50	\$ 15,000.00	
Murphy Oil USA, Inc. NexLube Tampa, LLC CBM – New Developer		\$ 742.50	\$ 15,000.00 \$ 30,000.00 \$ 45,000.00	
P&M Consulting Group DRI		\$ 75.00	\$ 20,000.00	
NexLube Tampa, LLC Cruise Terminals South Bay Gen'l Projects			\$ 15,000.00 \$ 15,000.00 \$ 15,000.00 \$ 15,000.00	
Trenam Kemker Buckeye Terminals		\$32,197.50	\$ 35,000.00	

GENERAL CONSTRUCTION SERVICES LEGAL SUPPORT

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>	<u>Cumulative Budget (1)</u>	<u>Budget Increase/ Matter Total</u>
Trenam Kemker Special Construction General			\$ 75,000.00 \$ 15,000.00	

GENERAL BANKRUPTCY LEGAL SUPPORT

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>	<u>Cumulative Budget (1)</u>	<u>Budget Increase/ Matter Total</u>
McIntyre Panzarella Corp Svcs Claims/Collection			\$ 15,000.00 \$ 15,000.00	

GENERAL LABOR / EMPLOYMENT LEGAL SUPPORT

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>	<u>Cumulative Budget (1)</u>	<u>Budget Increase/ Matter Total</u>
Glenn Rasmussen Civil Service-MD		\$ 740.00	\$ 15,000.00	
Gray Robinson Civil Service-22 Civil Service-23		\$ 292.50	\$ 25,000.00 \$ 25,000.00	
Mandelbaum Fitzsimmons General	\$ 2,275.00	\$ 4,825.00	\$ 15,000.00	
Broad and Cassel General	\$ 1,000.00	\$ 1,000.00	\$ 15,000.00	

GENERAL ENVIRONMENTAL LEGAL SUPPORT

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>	<u>Cumulative Budget (1)</u>	<u>Budget Increase/ Matter Total</u>
Enola Brown, P.A. General			\$ 15,000.00	
Manson Law Group General			\$ 15,000.00	
Lash & Wilcox, P.L. Berth 230		\$ 6,425.00	\$ 15,000.00	

Board Meeting
Legal #186794v1

TAMPA PORT AUTHORITY
Monthly Aged Receivables
as of April 30, 2014

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
Port Usage Fees:						
S036	ALTAMAR SHIPPING	\$ 104.00	\$ -	\$ -	\$ -	\$ 104.00
Q023	ALTAMAR SHIPPING SERVICE	\$ 2,780.50	\$ -	\$ -	\$ -	\$ 2,780.50
T012	AMALIE OIL COMPANY	\$ 1,882.01	\$ -	\$ -	\$ -	\$ 1,882.01
A470	AMERICAN MARINE AGENCIES	\$ 961.50	\$ -	\$ -	\$ -	\$ 961.50
A415	AMERICAN VICTORY MARINERS	\$ 164.20	\$ -	\$ -	\$ -	\$ 164.20
A012	BOUCHARD TRANSPORT CO	\$ 13,899.78	\$ -	\$ -	\$ -	\$ 13,899.78
S041	BRONCO TRANSPORT	\$ 320.00	\$ -	\$ -	\$ -	\$ 320.00
T003	CARGILL INC	\$ 5,321.82	\$ -	\$ -	\$ -	\$ 5,321.82
D049	CARGILL SALT	\$ 120.00	\$ 40.00	\$ -	\$ -	\$ 160.00
S025	CARGILL SALT DIVISION	\$ 176.00	\$ -	\$ -	\$ -	\$ 176.00
T131	CARNIVAL CRUISE LINES	\$ 450,736.32	\$ -	\$ -	\$ 6,937.08	\$ 457,673.40
T198	CEMEX CEMENT OF LOUISIANA, INC.	\$ 3,091.19	\$ 2,367.69	\$ -	\$ -	\$ 5,458.88
T014	CENTRAL FLORIDA PIPELINE LLC	\$ 380,109.69	\$ -	\$ -	\$ -	\$ 380,109.69
T109	CITRUS PRODUCTS	\$ 1,372.57	\$ 4,571.63	\$ -	\$ -	\$ 5,944.20
D047	CITY OF TAMPA	\$ -	\$ 860.00	\$ -	\$ -	\$ 860.00
Q003	COUTINHO & FERROSTAAL	\$ -	\$ 747.86	\$ -	\$ -	\$ 747.86
D004	CTL DISTRIBUTION INC	\$ 40.00	\$ -	\$ -	\$ -	\$ 40.00
A423	DANN OCEAN TOWING, INC	\$ -	\$ -	\$ 69.75	\$ -	\$ 69.75
Q081	DONGKUK INTERNATIONAL INC	\$ -	\$ -	\$ 200.96	\$ -	\$ 200.96
A478	ENTERPRISE MARINE SERVICES LLC	\$ 20,987.71	\$ -	\$ -	\$ -	\$ 20,987.71
A031	FILLETTE GREEN & CO, INC	\$ 193,737.11	\$ -	\$ -	\$ -	\$ 193,737.11
T132	FLORIDA AQUARIUM	\$ 455.00	\$ -	\$ -	\$ -	\$ 455.00
Q097	FRONTIER LOGISTICS	\$ 5,110.23	\$ -	\$ -	\$ -	\$ 5,110.23
A429	GAC SHIPPING (USA) INC	\$ 53,272.17	\$ -	\$ -	\$ -	\$ 53,272.17
A254	GREAT LAKES DREDGE & DOCK	\$ 333.75	\$ -	\$ -	\$ 96.84	\$ 430.59
A527	GULF HARBOR SHIPPING, LLC	\$ 7,960.71	\$ -	\$ -	\$ -	\$ 7,960.71
A264	GULF MARINE REPAIR INC	\$ 3,780.33	\$ -	\$ -	\$ -	\$ 3,780.33
T189	HOLLAND AMERICA LINE	\$ -	\$ 11,647.85	\$ -	\$ -	\$ 11,647.85
Q010	HUSTEEL USA INC	\$ 1,134.85	\$ -	\$ -	\$ -	\$ 1,134.85
A306	INCHCAPE SHIPPING SERVICES	\$ 461.25	\$ -	\$ -	\$ -	\$ 461.25
A496	INTERCRUISES SHORESIDE & PORT SERVICES	\$ 291,499.92	\$ -	\$ -	\$ -	\$ 291,499.92
Q330	INTERMETAL REBAR LLC	\$ 9,032.46	\$ -	\$ -	\$ -	\$ 9,032.46

TAMPA PORT AUTHORITY
Monthly Aged Receivables
as of April 30, 2014

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
A040	INTERNATIONAL SHIP MANAGEMENT & AGENCY SERVICES	\$ 3,574.70	\$ -	\$ -	\$ -	\$ 3,574.70
A078	INTERNATIONAL SHIP REPAIR	\$ 440.50	\$ -	\$ -	\$ -	\$ 440.50
A350	KIMMINS CONTRACTING	\$ 20.00	\$ -	\$ -	\$ -	\$ 20.00
A346	KIRBY CORPORATION	\$ 449.25	\$ -	\$ -	\$ -	\$ 449.25
A010	KIRBY INLAND MARINE, LP	\$ 18,006.13	\$ -	\$ -	\$ -	\$ 18,006.13
A003	KIRBY OFFSHORE MARINE	\$ 4,275.99	\$ -	\$ -	\$ -	\$ 4,275.99
A248	LA CARRIERS, INC	\$ 101.25	\$ -	\$ -	\$ -	\$ 101.25
S049	MARDOT LOGISTICS INC	\$ 384.00	\$ -	\$ -	\$ -	\$ 384.00
A360	MARTIN GAS MARINE	\$ 10,123.96	\$ -	\$ -	\$ -	\$ 10,123.96
T135	MARTIN MARIETTA AGGREGATES	\$ 41,013.60	\$ -	\$ -	\$ -	\$ 41,013.60
T134	MARTIN OPERATING PARTNERSHIP	\$ 22,600.77	\$ -	\$ -	\$ -	\$ 22,600.77
D044	MCROBERTS PROTECTIVE AGENCY	\$ 60.00	\$ 40.00	\$ -	\$ -	\$ 100.00
T199	MEDITERRANEAN SHIPPING CO./CHARLESTON	\$ 18,157.87	\$ 10,578.38	\$ 21,363.55	\$ -	\$ 50,099.80
Q339	MEDTRADE INC	\$ 13,121.03	\$ -	\$ -	\$ -	\$ 13,121.03
Q070	METAL ONE AMERICA	\$ 7,781.55	\$ -	\$ -	\$ -	\$ 7,781.55
A053	MORAN TOWING CORPORATION	\$ 8,490.03	\$ -	\$ -	\$ -	\$ 8,490.03
A430	MORAN-GULF SHIPPING AGENCIES	\$ 26,254.43	\$ -	\$ -	\$ -	\$ 26,254.43
T002	MOSAIC CROP NUTRITION, LLC	\$ 57,817.88	\$ -	\$ -	\$ -	\$ 57,817.88
D050	NEXLUBE TAMPA, LLC	\$ -	\$ -	\$ 59.52	\$ -	\$ 59.52
Q340	NOBLE AMERICAS CORP	\$ 1,210.16	\$ -	\$ -	\$ -	\$ 1,210.16
A486	NORTH AMERICAN GENERAL AGENTS	\$ 4,601.46	\$ -	\$ -	\$ -	\$ 4,601.46
A071	NORTON LILLY INTERNATIONAL	\$ 9,186.00	\$ -	\$ -	\$ -	\$ 9,186.00
A439	NOVA INTERNATIONAL SHIPPING	\$ 8,131.23	\$ -	\$ -	\$ -	\$ 8,131.23
A464	NYK LINE (NA) INC.	\$ 5,846.65	\$ -	\$ 59.60	\$ -	\$ 5,906.25
A069	OSG AMERICA INC	\$ 2,982.76	\$ -	\$ -	\$ -	\$ 2,982.76
Q229	OXBOW STEEL INTERNATIONAL, LLC.	\$ 2,275.32	\$ -	\$ -	\$ -	\$ 2,275.32
T064	PASCO TERMINALS INC	\$ 5,276.70	\$ -	\$ -	\$ -	\$ 5,276.70
T006	PORTS AMERICA	\$ 8,103.42	\$ 2,220.77	\$ -	\$ -	\$ 10,324.19
T182	PORTS AMERICA	\$ 45,854.19	\$ -	\$ 15,028.82	\$ -	\$ 60,883.01
Q202	PUSAN STEEL AMERICA	\$ 5,023.41	\$ -	\$ -	\$ -	\$ 5,023.41
Q337	Rusal America Corporation	\$ 1,968.57	\$ -	\$ 2,887.03	\$ -	\$ 4,855.60
A064	SAVAGE & SON, AR	\$ 198,927.40	\$ -	\$ -	\$ -	\$ 198,927.40
M066	Savage Services	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
A065	SEA & LAND SHIPPING	\$ 48,701.30	\$ -	\$ -	\$ -	\$ 48,701.30

TAMPA PORT AUTHORITY
115

**Monthly Aged Receivables
as of April 30, 2014**

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
T149	SEA 3 OF FLORIDA	\$ 284,620.00	\$ -	\$ -	\$ -	\$ 284,620.00
M072	Shumaker, Loop & Kendrick, LLP	\$ 218.50	\$ -	\$ -	\$ -	\$ 218.50
S042	SOUTHERN WASTE SERVICES INC	\$ -	\$ 8.00	\$ -	\$ -	\$ 8.00
M028	SOUTHWEST FL. WATER MANAGEMENT DISTRICT	\$ -	\$ -	\$ 829,297.89	\$ -	\$ 829,297.89
A422	STANDARD CONCRETE PRODUCTS	\$ -	\$ 288.00	\$ -	\$ -	\$ 288.00
Q029	STEMCOR	\$ 6,905.57	\$ -	\$ -	\$ -	\$ 6,905.57
A283	STEPHENSON INTERNATIONAL INC	\$ 144.00	\$ -	\$ -	\$ -	\$ 144.00
A417	SULPHUR CARRIERS	\$ 1,179.00	\$ -	\$ -	\$ -	\$ 1,179.00
T101	SULPHURIC ACID TRADING COMPANY	\$ 4,725.96	\$ -	\$ -	\$ -	\$ 4,725.96
T137	TAMPA JUICE SERVICE INC	\$ 1,735.32	\$ -	\$ -	\$ -	\$ 1,735.32
T021	TAMPA PORT SERVICES, LLC	\$ 16,465.03	\$ 5,832.75	\$ -	\$ -	\$ 22,297.78
A384	TAMPA SHIP LLC	\$ 261.00	\$ -	\$ -	\$ -	\$ 261.00
T173	TITAN FLORIDA LLC	\$ 76,502.68	\$ -	\$ -	\$ -	\$ 76,502.68
A251	TRADEMARK METALS RECYCLING LLC	\$ 61,751.76	\$ 290.82	\$ 231.32	\$ -	\$ 62,273.90
T197	TRANSFLO TERMINAL SERVICES, INC.	\$ 379,023.90	\$ -	\$ -	\$ -	\$ 379,023.90
T020	TRANSMONTAIGNE INC	\$ 120,072.00	\$ -	\$ -	\$ -	\$ 120,072.00
S021	TRX SOUTHEAST (TAMPA #770)	\$ 144.00	\$ -	\$ -	\$ -	\$ 144.00
A034	UNITED OCEAN SHIPPING (TECO)	\$ 24,598.23	\$ -	\$ -	\$ -	\$ 24,598.23
M034	USA PARKING SYSTEM, INC.	\$ 20.00	\$ -	\$ -	\$ -	\$ 20.00
A465	VALLS SHIPPING COMPANY	\$ 65,201.79	\$ 42,670.76	\$ 26,245.76	\$ -	\$ 134,118.31
P004	WORLDWIDE SHORE SERVICES	\$ 2,242.72	\$ -	\$ -	\$ -	\$ 2,242.72
T056	YARA NORTH AMERICA INC	\$ 5,589.34	\$ -	\$ -	\$ -	\$ 5,589.34
T171	ZIM ISRAELI NAVIGATION COMPANY	\$ 83,611.50	\$ 69,777.50	\$ -	\$ -	\$ 153,389.00
Subtotal Port Usage Fees		\$ 3,164,618.88	\$ 151,942.01	\$ 905,444.20	\$ 7,033.92	\$ 4,229,039.01

Lease Charges:

L045	AMALIE OIL	\$ 685.54	\$ -	\$ -	\$ -	\$ 685.54
L044	DIVERSIFIED MARINE TECH	\$ 144.87	\$ 101.12	\$ -	\$ -	\$ 245.99
L287	HCP ASSOCIATES, INC	\$ 1,679.55	\$ 1,604.42	\$ 1,604.42	\$ -	\$ 4,888.39
L103	INTERNATIONAL SHIP REPAIR	\$ 29,863.27	\$ -	\$ -	\$ -	\$ 29,863.27
L019	KLOECKNER METAL CORPORATION	\$ 24,755.14	\$ -	\$ -	\$ -	\$ 24,755.14

**TAMPA PORT AUTHORITY
Monthly Aged Receivables**

as of April 30, 2014

Customer						
Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
L039	MURPHY OIL USA INC	\$ 4.99	\$ 10.28	\$ -	\$ -	\$ 15.27
L291	ONLINE TRANSPORT INT'L LLC	\$ 290.00	\$ -	\$ -	\$ -	\$ 290.00
L289	PROPELLER CLUB OF UNITED STATES	\$ -	\$ 2,664.12	\$ -	\$ -	\$ 2,664.12
L196	SEABULK TOWING INC	\$ 141.07	\$ -	\$ -	\$ -	\$ 141.07
L138	SHRIMP SVC DOCK ASSOCIATION	\$ 8.00	\$ -	\$ -	\$ -	\$ 8.00
L235	STARSHIP CRUISE LINE	\$ 155.02	\$ -	\$ -	\$ -	\$ 155.02
L064	SUPERIOR SEAFOODS INC	\$ 137.65	\$ -	\$ -	\$ -	\$ 137.65
L297	TRANSFLO TERMINAL SERVICES, INC.	\$ 29,278.09	\$ 28,845.41	\$ -	\$ -	\$ 58,123.50
L078	TRANSMONTAIGNE TERMINALING INC	\$ 14.51	\$ -	\$ -	\$ -	\$ 14.51
L079	VERSAGGI SHRIMP COMPANY	\$ 162.08	\$ -	\$ -	\$ -	\$ 162.08
Subtotal Lease Charges		\$ 87,319.78	\$ 33,225.35	\$ 1,604.42	\$ -	\$ 122,149.55
<u>Accounts in Litigation/Renegotiation/Bankruptcy:</u>						
L279	ANDINO CEMENT USA, LLC	\$ -	\$ -	\$ -	\$ 99,973.04	\$ 99,973.04
Q205	ASSURANCE FORENINGEN SKULD(GJENSIDIG)	\$ -	\$ -	\$ -	\$ 19,682.93	\$ 19,682.93
L225	CHANNELSIDE BAY MALL LLC	\$ 715,663.05	\$ -	\$ -	\$ -	\$ 715,663.05
T011	MURPHY OIL USA INC	\$ 10,673.48	\$ -	\$ 62.55	\$ 2,564.49	\$ 13,300.52
L055	TAMPA PORT MINISTRIES	\$ 378.42	\$ 378.42	\$ 378.42	\$ 2,270.52	\$ 3,405.78
L222	WORLD TRADE ASSOCIATION OF TAMPA BAY, INC.	\$ 374.50	\$ 374.50	\$ 374.50	\$ 3,745.00	\$ 4,868.50
Subtotal Accounts in Litigation/Renegotiation/Bankruptcy		\$ 727,089.45	\$ 752.92	\$ 815.47	\$ 128,235.98	\$ 856,893.82
Total Aged Receivables as of April 30, 2014		\$ 3,979,028.11	\$ 185,920.28	\$ 907,864.09	\$ 135,269.90	\$ 5,208,082.38

TAMPA PORT AUTHORITY
MONTHLY CONTRACT STATUS REPORT
 April 30, 2014

Project	Contractor	Contract Financial Record #	Original Bd App Date	Amt Approved Including Amendments	Costs Incurred to Date	Percent Complete
OPERATING AND NON-CAPITAL CONTRACTS:						
Financial Advisory Services	Public Financial Management	11-16	08/17/10	\$ 150,000	\$ 114,874	76.6%
Parking Facilities Operations	USA System Parking (renewal 9/1/13-8/31/14)	12-12	07/16/13	\$ 1,324,273	\$ 602,056	45.5%
Landscape Maintenance	Ed's Lawn & Landscaping, Inc.	12-13	07/17/12	\$ 73,900	\$ 29,735	40.2%
Grounds Maintenance	Great Bay Landscape	12-14	08/21/12	\$ 149,400	\$ 87,150	58.3%
Financial Audit & Related Areas	Cherry, Bekaert & Holland (year 2)	12-15	07/17/12	\$ 89,800	\$ 59,800	66.6%
Insurance Broker Services	Hugh Wood (year 2)	12-17	07/16/13	\$ 52,000	\$ 39,000	75.0%
Copier Leases (7 copiers)	Ricoh Americas Corporation	12-18	07/17/12	\$ 144,000	\$ 89,972	62.5%
Annual Maintenance & License - Great Plains	Tribridge (year 2)	12-19	09/18/12	\$ 165,000	\$ 145,473	88.2%
PARCS Parking Access Revenue Control System Maintenance	Scheidt & Bachmann USA (year 2)	12-22	07/16/13	\$ 47,250	\$ 26,525	56.1%
Janitorial Services	Performance Cleaning Service	13-05	10/16/12	\$ 220,000	\$ 171,087	77.8%
General Planning Services	Renaissance Planning Group	13-06	10/16/12	\$ 400,000	\$ 116,818	29.2%
Bond Council	Bryant Miller Olive	11-17	08/20/13	\$ 60,000	\$ 6,500	10.8%
Security Guard Services	AlliedBarton (1/20/14 -1/19/15)	13-08	12/17/13	\$ 1,907,083	\$ 348,762	18.3%
Law Enforcement Services	BOCC / HC SO	13-10	01/15/13	\$ 3,913,144	\$ 2,746,968	70.2%
Online Data Service Backup	Venyy Solutions, Inc.	13-13	05/21/13	\$ 250,000	\$ 21,570	8.6%
SBE Uniformed Security Guard Service	Martinez & Company	13-15	05/21/13	\$ 150,000	\$ 79,351	52.9%
2014 Tampa Steel Conference	Tampa Marriott Waterside	13-16	06/18/13	\$ 89,045	\$ 68,279	76.7%
Insurance Consultants	Interisk	13-24	07/16/13	\$ 75,000	\$ 49,751	66.3%
NetApp Network Storage System Maintenance	Softchoice Corporation	13-25a	10/16/13	\$ 69,000	\$ 44,586	64.6%
Elevator/Escalator Maintenance & Repair Services	ThyssenKrupp Elevator	13-26	08/20/13	\$ 137,000	\$ 51,699	37.7%
Employee Dental Plan	Direct Assignment Benefit Plans	14-03	09/17/13	\$ 80,000	\$ 21,267	26.6%
State Legislative Services	Advocacy Group at Cardenas Partners	14-05	08/20/13	\$ 60,000	\$ 40,000	66.7%
State Legislative Services	Ballard Partners	14-06	08/20/13	\$ 60,000	\$ 40,000	66.7%
Workers Compensation Insurance	PGIT (Preferred Governmental Insurance Trust)	14-07	09/17/13	\$ 80,886	\$ 61,075	75.5%
Janitorial Services	ASK Solutions: All Southern Cleaning	14-08	10/15/13	\$ 254,671	\$ 141,610	55.6%
Federal Government Relations Consultant	Alcalde & Fay	14-10	09/17/13	\$ 90,000	\$ 45,859	51.0%
TPA Admin bldg & Cruise Terminal 3 HVAC	Tampa Bay Trane	14-12a	01/21/14	\$ 44,200	\$ -	0.0%
Financial Advisory Service	Public Financial Management	14-16	08/20/13	\$ 60,000	\$ -	0.0%
TOTAL OPERATING AND NON-CAPITAL CONTRACTS:				\$ 10,195,652	\$ 5,249,764	
CONTINUING ANNUAL CONTRACTS:						
Professional Service Contracts	Various	10-10	09/15/09	\$ 2,250,000	\$ 1,800,774	80.0%
Continuing Repair / Improvements Contracts	Various	10-11	09/15/09	\$ 2,200,000	\$ 895,391	40.7%
Continuing Repair / Improvements Contracts	Various	11-01	09/21/10	\$ 2,200,000	\$ 804,839	36.6%
Professional Service Contracts	Various	11-02	09/21/10	\$ 2,050,000	\$ 1,814,444	88.5%
Continuing Repair / Improvements Contracts	Various	12-01	09/20/11	\$ 2,200,000	\$ 1,522,499	69.2%
Professional Service Contracts	Various	12-02	09/20/11	\$ 2,050,000	\$ 1,873,743	91.4%
Continuing Repair / Improvements Contracts	Various	13-01	09/18/12	\$ 1,760,000	\$ 1,415,216	80.4%
Professional Service Contracts	Various	13-02	09/18/12	\$ 2,390,000	\$ 1,305,826	54.6%
Wi-Fi Private Line Service	Level 3 Communications	13-21	07/16/13	\$ 80,000	\$ 68,093	85.1%
Disaster Recovery services	Belfor USA Group	13-22	07/16/13	\$ 50,000	\$ 10,000	20.0%
Cloud computing purchase & implementation	Tribridge Holdings, LLC	13-23	07/16/13	\$ 80,000	\$ -	0.0%
Continuing Repair / Improvements Contracts	Various	14-01	09/17/13	\$ 2,350,000	\$ 331,298	14.1%
Professional Service Contracts	Various	14-02	09/17/13	\$ 3,775,000	\$ 335,672	8.9%
TOTAL CONTINUING ANNUAL CONTRACTS:				\$ 23,435,000	\$ 12,177,795	

TAMPA PORT AUTHORITY

MONTHLY CONTRACT STATUS REPORT
April 30, 2014

Project	Contractor	Contract Financial Record #	Original Bd App Date	Amt Approved Including Amendments	Costs Incurred to Date	Percent Complete
CONSTRUCTION AND CAPITAL CONTRACTS:						
Final Closeout/Pmt Ybor Turning Basin	US Army Corps of Engineers	04-40	09/21/04	\$ 1,826,482	\$ 558,597	30.6%
Feasibility Study Cost Sharing Agreement	Department of the Army - ACOE	05-16	03/15/05	\$ 2,000,000	\$ 1,357,557	67.9%
Ph 2 - Amend 1 -4 (Container Term Facility)	Batson-Cook	09-13	03/17/09	\$ 22,430,881	\$ 22,206,264	99.0%
Rail Crossing Improvements	CSX	11-06	06/15/10	\$ 750,000	\$ 447,365	59.6%
Channelside Parking Garage LED Lighting	Himes Electrical	11-12	04/19/11	\$ 643,448	\$ 616,307	95.8%
Professional Engineering Services - Petroleum Facilities	CH2M Hill	11-13	12/21/10	\$ 2,682,765	\$ 2,453,529	91.5%
Port Redwing Off-Site Mitigation	Keystone Excavators	11-14	04/19/11	\$ 1,000,000	\$ 955,394	95.5%
Eastport B151/152 Mitigation	Tampa Bay Construction	12-08	10/18/11	\$ 2,907,632	\$ 2,886,580	99.3%
Petroleum Facilities Improvements -CMS	Balfour Beatty/Batson Cook	12-09	05/15/12	\$ 46,352,357	\$ 37,728,306	81.4%
Cruise Terminal 2 & 3 Security Improvements	Tampa Bay Marine	12-10	05/15/12	\$ 176,259	\$ 150,803	85.6%
Economic Analysis Services	Martin & Associates	12-16	09/18/12	\$ 150,000	\$ 80,629	53.8%
Pendola Point Reclaimed Water and Force Main Service	TB Landmark Construction	13-11	12/18/12	\$ 2,629,586	\$ 2,500,046	95.1%
Eastport B151/152 Phase 2 Fill Project	JVS Contracting Inc.	13-12	12/18/12	\$ 1,800,000	\$ 1,734,959	96.4%
Digital Signing System for Cruise Terminal Three	Audio Visual Innovations (AVI-SPL)	13-17	06/18/13	\$ 49,950	\$ 15,850	31.7%
Cruise Terminal 6 Customs & Border Protection	Nelco & Customs and Border Protection	13-19	06/18/13	\$ 956,000	\$ 760,914	79.6%
Railroad Construction and Improvements	Gonzalez & Sons Equipment	13-20	06/18/13	\$ 1,347,000	\$ 790,128	58.7%
Wi-Fi at Cruise Terminal 2; 3 and 6	Softchoice Corporation	13-25	11/20/12	\$ 150,000	\$ 118,592	79.1%
Construction of Equipment Storage Bldg.	Kincart Construction Company	13-32	09/17/13	\$ 555,814	\$ 70,211	12.6%
Improvements to Warehouse Bld # 229	Eveland Brothers, Inc.	13-33	09/17/13	\$ 363,180	\$ 279,382	76.9%
Construction of Pendola Point Security Bldg.	Kincart Construction Company	13-34	09/17/13	\$ 376,047	\$ 98,891	26.3%
Navigational Improvements / Unit Price Dredging	Orion Dredging	14-04	08/20/13	\$ 3,500,000	\$ 1,564,067	44.7%
Port Siren Warning System	Flores & Harper Construction	14-09	12/17/13	\$ 677,425	\$ 165,796	24.5%
SOC Improvements	Cutler Associates, Inc.	14-11	12/17/13	\$ 853,817	\$ 104,572	12.2%
TPA Admin bldg & Cruise Terminal 3 HVAC	Tampa Bay Trane	14-12	12/17/13	\$ 1,767,529	\$ 96,285	5.4%
	The Mariner Group, LLC	14-14	02/18/14	\$ 320,000	-	0.0%
	Technical Inovation Group	14-15	03/18/14	\$ 190,000	-	0.0%
Command & Control System Upgrade	P.J. Callaghan Construction	14-17	03/18/14	\$ 233,527	-	0.0%
TOTAL CONSTRUCTION AND CAPITAL CONTRACTS:				\$ 96,689,699	\$ 77,741,023	
GRAND TOTAL:				\$ 130,320,351	\$ 95,168,582	

PERMIT REPORT
5/1/2014– 5/31/2014

PERMITS ISSUED

13-015	Ian Daniel	Dock/Terminal platform/Uncovered boatlifts/Apollo Beach Canal/Apollo Beach

REVISIONS

13-008	Audubon of Florida/Mosaic Fertilizer, LLC	Wave Attenuation Device Breakwater System/Hillsborough Bay/Tampa
--------	---	--

VIOLATIONS

3/25/14	690 Geneva Place, Davis Island, Tampa, FL	Derelict boat half in water
---------	---	-----------------------------

*Indicates that permit was issued After-The-Fact

PENDING APPLICATIONS SUMMARY

Permit #	Appl. Received	Minor/ Standard	Applicant	Proposed Work
13-012	9/18/13	S	Hillsborough County/TPA	Apollo Beach Nature Park shoreline stabilization
13-016	12/26/13	M	Tampa Electric Company	Replace 2 outflow culverts
08-066R	2/28/14	M (Modif)	City of Tampa	Permit modification for seawall to extend Riverwalk
14-001	3/7/14	M	City of Tampa	Subaqueous water main pipeline under Hillsborough River
14-002	3/12/14	S	Tampa Port Services	Shoreline stabilization/seawall with fill & wetlands impacts
14-003	4/21/14	M	City of Tampa	Replace aerial force main crossing at Rocky Point/Courtney Campbell Cwy
06-037R	5/7/14	S	Apollo Beach Waterway Improvement Group	Maintenance Dredge 3 Canals-Apollo Beach Nature Park Re-Nourishment

Board Meeting
May 20, 2014
Environmental Department/ #185934 v1

EXPENDITURES
Between \$50,000 - \$100,000
4/1/2014 – 4/30/2014

COMPANY	DESCRIPTION	AMOUNT	FUNDING	ADDITIONAL INFORMATION

Board Meeting
May 20, 2014
#186693 v1

F. EXECUTIVE DIRECTOR REPORT

G. PRESENTATIONS

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

I. FUTURE PROPOSED PROJECTS

PORT TAMPA BAY LIST OF FUTURE PROPOSED PROJECTS

UPDATED 05/05/14

Project Name	Current Contractor/ Consultant	Estimated Proposal/Bid Release	Estimated Board Approval
Container Gantry Cranes	New RFP	Apr 2014	Aug 2014
Green LED Lighting	New ITB	May 2014	Jun 2014
Radar Surveillance System	New RFP	May 2014	Jul / Aug 2014
Port Redwing Development - Roadway / Security Gate Improvements	New ITB	Jun 2014	Aug 2014
Bond Counsel Services	Bryant Miller Olive	Jun 2014	Aug 2014
Port Redwing Development - Railway Improvements	New ITB	Jul 2014	Aug 2014
Strategic Communication Services	New RFP	Jul 2014	Sep 2014
IT Master Plan	New RFQ	TBD	TBD

J. CALENDAR OF EVENTS

K. DATE OF NEXT MEETING

TUESDAY, JUNE 17, 2014 – 9:30 AM

L. ADJOURNMENT