## PORT TAMPA BAY NOTICE OF PUBLIC HEARING

Notice is hereby given of a public hearing to be held at 11:00 a.m., September 9, 2021, before the Tampa Port Authority, d/b/a Port Tampa Bay at its offices located at 1101 Channelside Drive, Tampa, Florida 33602, to hear public comments regarding the following:

### MATCO INDUSTRIES, INC. - LEASE AGREEMENT

Additional information regarding this matter is available online at www.tampaport.com. All written comments and objections directed toward the foregoing matter should be filed with Port Tampa Bay, Real Estate Department, at 1101 Channelside Drive, Tampa, Florida 33602 by 12:00 noon on September 8, 2021. Oral comments and objections may be presented at the hearing.

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

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

To be published Wednesday, August 18, 2021 In the Tampa Bay Times

### BACKGROUND INFORMATION FOR PUBLIC HEARING SEPTEMBER 9, 2021 AT 11:00 A.M.

#### MATCO INDUSTRIES, INC. - LEASE AGREEMENT

Matco Industries, Inc. (MATCO) is a full service materials sales, transloading, and railroad/marine logistics company that is headquartered in Pompano Beach, Florida. MATCO currently provides services at multiple locations throughout Florida, and desires to add services in Tampa.

Premises:

The Premises would consist of approximately ten (10) acres of land located at Port Redwing, as outlined on Exhibit "A". Port Tampa Bay (PTB) would work with MATCO to provide an easement for a permanent installation of conveyors from the Berth to the leasehold's site.

The Premises are currently occupied by a temporary Tenant. PTB will immediately get the temporary tenant to vacate the property and will coordinate with MATCO to relocate within 60 days to the Premises once notice of availability is provided by PTB.

**Temporary** 

Premises:

The Temporary Premises would consist of approximately 8.27 acres of land located directly in front of Berth 302 at Port Redwing, as outlined on Exhibit "B". The Temporary Premises would only be used for a period not to exceed four (4) months or only until such time that MATCO procures permits and site set up at the permanent premises.

Use:

The Premises would be used solely for terminal operations of handling aggregate materials.

Term:

The term would be ten (10) years, with two (2), five (5) year extension options, commencing upon the execution of the lease agreement.

Rent:

Rent for the Lease Term would be as follows:

Lease Year 1:

Rent would be \$30,000 per acre annually or \$300,000.00 annually. Rent for the Temporary Premises would be \$30,000 per acre or \$240,000.00 annually.

Lease Years 2–10: Rent would be based on the Rent for Previous Lease Year as adjusted by the Consumer Price I but not less than 0%.

Option Periods:

Rent would be based upon the fair market value as determined by an MAI Appraiser or as mutually agreed upon, but not less than the previous year's annual rent.

#### **Minimum Financial Guarantee (MFG):**

The MFG would be \$877,350.00 for the first lease-year and subsequently be adjusted by the CPI rental increase each lease-year thereafter.

#### **Environmental Conditions:**

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

#### Improvements:

MATCO would be responsible for all improvements to the Premises and agrees to take the Premises and all existing improvements "AS-IS", "WHERE-IS." MATCO acknowledges that PTB disclaims and makes no representations or warranties, expressed or implied, including, without limitation, suitability or fitness for a particular purpose or otherwise. In addition, MATCO would have the right to construct and make other improvements, subject to prior review and acceptance by PTB.

#### **Security Deposit:**

MATCO would submit a Security Deposit equal to six (6) months of Rent or One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) to PTB upon execution of the Lease.

#### Other:

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

# **EXHIBIT "A" PREMISES**



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# EXHIBIT "B" TEMPORARY PREMISES



es/ENGSURVEY/Exhibits/Patrick/Matco Industries. Inc.dwg. 8/12/2021.