



**PORT TAMPA BAY  
MONTHLY BUSINESS MEETING  
MAY 19, 2015 - 9:30 AM**

<b>A. Invocation - Pledge</b>	<b>2</b>
 <b>Special Presentation to Retiring Tampa Bay Pilot, Captain Mike Buffington</b>	
 <b>Public Comment</b>	
<b>B. Minutes and Financial Statement</b>	
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<b>C. Consent Agenda</b>	
1. Approval of Standard Work Permit #10-016 (Revision #2); Application 10-016R (Revision #2); Modify Replacement of an Existing Marina Dock Complex, Breakwater Structural Support and Associated Submerged Lands Rule Variance in Hillsborough Bay at the Tampa Yacht and Country Club, Tampa, Florida	17
2. Approval of the Amended and Restated Interlocal Agreement Between Port Tampa Bay and Tampa Bay Estuary Program	62
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<b>F. Executive Director Report</b>	<b>133</b>
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 <b>FDOT - "Florida Transportation Plan and Strategic Intermodal Systems Policy Plan Overview"</b>	
<b>H. New Business/Commissioners' Comments</b>	
<b>I. Future Proposed Projects</b>	<b>134</b>
<b>J. Calendar of Events</b>	<b>135</b>
 <b>May 19, 2015, 5:30 pm- The International Propeller Club, Port of Tampa: Celebration of National Maritime Day, Florida Aquarium Explore-a-Shore Pavilion</b>	
<b>K. Date of Next Meeting</b>	
 <b>Tuesday, June 16, 2015, 9:30 am</b>	
<b>L. Adjournment</b>	

**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 28, 2015**

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

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. Bruce Laurion, Vice President of Engineering; Mr. Wade Elliott, Vice President of Marketing; Mr. Lane Ramsfield, Vice President of Real Estate; Mr. Karl Strauch, Vice President of Brand Development and Regional Alliances; Ms. Joanne Toledo, Vice President of Human Resources; Ms. Donna Wysong, Vice President of Legal Affairs; Mr. Ken Washington, Vice President of Information Technology; and Mr. Ed Miyagishima, Senior Advisor to Port President/CEO.

The public attendance sheet is Attachment 1.

**A. INVOCATION – PLEDGE**

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

**B. PUBLIC COMMENT**

There were no public comments.

**APPROVAL OF MINUTES OF THE MARCH 17, 2015 BOARD MEETING**

Mayor Buckhorn, seconded by Commissioner Allman, moved to approve and receive the Minutes of the March 17, 2015 Board Meeting. The motion carried six to zero, with Commissioner Grandoff being absent.

**APPROVAL OF THE FINANCIAL STATEMENT OF SIX MONTHS ENDING MARCH 31, 2015**

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

There being no questions, Commissioner Murman, seconded by Mayor Buckhorn, moved to approve the Financial Statement of Six Months ending March 31, 2015. The motion carried six to zero, with Commissioner Grandoff being absent.

**C. APPROVAL OF CONSENT AGENDA**

- 1. Approval of EPC Minor Work Permit #58071 – Submerged Lands Rule Variance for Private Single-Family Residential Dock Proposal in Tampa, Florida**
- 2. Approval of Gulf Coast Bulk Equipment, Inc. Stevedore License Application**
- 3. Approval of Gulf Coast Bulk Equipment, Inc. Marine Terminal Operator License Application**
- 4. Approval of Site Improvements Permit – Gulf Coast Bulk Equipment, Inc. Leasehold Improvements**
- 5. Approval of Lease Agreement with Anova Food, LLC**
- 6. Approval of Lease Agreement with Orion Marine Construction, Inc.**

Commissioner Murman, seconded by Mayor Buckhorn, moved to approve consent agenda as presented. The motion carried six to zero, with Commissioner Grandoff being absent.

**D. REGULAR AGENDA**

- 1. Approval of Maintenance Dredging and Railroad License Agreements with Tampa Electric Company**

Mr. Bruce 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 the Railroad License Agreement with Tampa Electric Company and the Joint Participation Agreement-Maintenance Dredging Agreement with Tampa Electric Company, subject to final review by the Chief Legal Officer. The motion carried six to zero, with Commissioner Grandoff being absent.

- 2. Approval of the Award of Navigational Improvements FY 2015-2017 (Dredging) Contract No. 15-00215, ITB-004-15**

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 enter into a one year contract with two one-year renewal options with Orion Marine Construction, Inc. for Navigational Improvements 2015-2017, Contract No. 15-00215 with the amount for the first year of dredging not to exceed \$3,000,000 as described in the agenda item; and executing joint participation agreements with any independent berth owners that wish to be included in PTB's dredging program, all subject to review by the Chief Legal Officer. The motion carried six to zero, with Commissioner Grandoff being absent.

**3. Approval of Amendment No. 7 to Container Facilities Improvements Agreement No. 09-0109-02 with Batson-Cook Company for Hookers Point Development Phase 2**

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

In response to Commissioner Lindell's question, Mr. Laurion explained that site capping was required due to some underlying contaminated soil materials left by the previous tenant. The site was capped with two feet of soil.

In response to Chairman Swindal's question, Mr. Anderson stated that Port Tampa Bay was in a unique position among most ports in America to have property that can be enhanced alongside deep water with rail and close proximity to interstate access.

Commissioner Murman, seconded by Mayor Buckhorn, moved to authorize the Port President/CEO or his designee to execute Amendment No. 7 to Agreement No. 09-00109-02 with Batson-Cook Company for Phase 2 Transportation Infrastructure Improvements for the Refrigerated Rail Facility at Hookers Point Development Project in an amount not to exceed \$15,498,772, subject to review by the Chief Legal Officer. The motion carried six to zero, with Commissioner Grandoff being absent.

**4. Approval of Additional Funds for PTB Security Operations Center Improvements, Contract No. 14-03113**

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

In response to Commissioner Lindell's question, Mr. Laurion stated that PTB would receive a 20-year warranty for the roof.

Commissioner Murman, seconded by Commissioner Lindell, moved to authorize additional funds in the amount not to exceed \$80,000 for extending the single-ply roofing system to cover the existing parapet at the Security Operations Center under Contract No. 14-03113 with Cutler Associates, Inc. The motion carried six to zero, with Commissioner Grandoff being absent.

**5. Approval of Master Junior Lien Resolution for the Purpose of Issuing Subordinate Debt**

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

In response to Commissioner Celestan's question, Mr. Macaluso explained that before the Florida Department of Transportation (FDOT) would agree to allowing the existing and/or new loans issued through the FDOT State Infrastructure Bank (SIB) to be classified as subordinate debt, PTB was required to have a major credit rating agency review all its currently outstanding debt. If a major credit rating agency would affirm PTB's current credit rating and outlook, FDOT would then agree to the subordination. PTB requested Fitch Ratings, one of the three nationally-recognized credit rating agencies, to review PTB's debt and then affirmed the credit rating and upgraded its outlook. Because of the Fitch review, FDOT allowed PTB to subordinate.

During further discussion, Mr. Macaluso stated that the interest rate for the loan would be 2.68 percent. Mr. Anderson noted that the term from the FDOT State Infrastructure Bank was for 20 years, which was longer than a bank would give for the loan interest and the rate was very competitive when compared to the rates banks were currently offering. Mr. Macaluso also advised the Board that PTB's debt to equity ratio is very low.

Commissioner Murman, seconded by Mayor Buckhorn, moved to adopt the Junior Lien Resolution, attached in the agenda item, authorizing the issuance of junior lien and subordinated debt. The motion carried six to zero, with Commissioner Grandoff being absent.

**6. Approval of Resolution Authorizing an Amendment to a Previous State Infrastructure Bank Loan ("2014 SIB Loan") and Authorizing a 2015 SIB Loan for the Purpose of Constructing Warehouse Building**

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

Commissioner Allman thanked the FDOT for the loan and noted that a previously solicited Request for Proposal done at the time of issuance of the 2014 SIB Loan produced terms with higher interest rates and a 10-year maximum term. FDOT's term is 20 years with interest-only payments for the first three years.

Commissioner Allman, seconded by Commissioner Murman, moved to adopt the attached supplemental resolution under the Master Junior Lien Resolution authorizing the Port President/CEO to take all necessary action to (i) enter into an amendment to the documents relating to the 2014 SIB Loan and (ii) enter into a transaction with the FDOT, as lender, in order to provide a loan in the amount of \$10,000,000 through the 2015 SIB loan program for the warehouse project, subject to review by the Chief Legal Officer. The motion carried six to zero, with Commissioner Grandoff being absent.

**7. Approval of the Authorization to Bind Property, Liability, and Flood Insurance Coverage for 2015-2016 Policy Year**

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

After brief comments commending PTB's insurance broker, Hugh Wood Inc. (HWI), for obtaining increased insurance coverage at a lower premium, Commissioner Murman, seconded by Commissioner Allman, moved to amend the recommendation to include two one-year extension options for the current insurance broker agreement with PTB insurance broker, Hugh Wood, Inc. (HWI) at the current existing terms and 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 3rd Party Liability; Site Pollution Liability; Commercial Automobile; Privacy (Cyber) Liability; and Flood Insurance from April 30, 2015 / May 1, 2015 to April 30, 2016, at the coverage levels and premiums as noted on the attachment. Total cost for the policies including the HWI broker fee of \$52,000 will be a not-to-exceed amount of \$1,984,137. 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 2015 Board meeting.

The motion carried as amended six to zero, with Commissioner Grandoff being absent.

**8. Approval of Office Space Lease Agreement with Amec Foster Wheeler Environment & Infrastructure, Inc.**

Mr. Lane Ramsfield 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 an office space lease agreement with Amec Foster Wheeler Environment & Infrastructure, Inc., subject to review by the Chief Legal Officer. The motion carried six to zero, with Commissioner Grandoff being absent.

**9. Approval of Lease Agreement with TTI Holdings, Inc. (TTI)**

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

In response to Commissioner Lindell, Mr. Raul Alfonso explained that the eleven-month lease was temporary for short-term use to supplement TTI's current 25-acre lease site to allow TTI to stage equipment.

Commissioner Murman, seconded by Mayor Buckhorn, moved to authorize the Port President/CEO or his designee to execute an office space lease agreement with Amec Foster Wheeler Environment & Infrastructure, Inc., subject to review by the Chief Legal Officer. The motion carried six to zero, with Commissioner Grandoff being absent.

**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**

Commissioner Murman, seconded by Mayor Buckhorn, moved to receive the reports as presented. The motion carried six to zero, with Commissioner Grandoff being absent.

**F. EXECUTIVE DIRECTOR REPORT**

Mr. Anderson reported PTB hosted several groups on port tours, including the Tampa Chamber Young Professionals Emerge group, the FDOT Trade and Logistics Academy, and the Bay Area Manufacturers Association. PTB staff also participated in various events such as the Polk Goes Global event, the Propeller Club's Steak and Corn event, and the Pinellas Economic Development Corporation.

Mr. Anderson also stated that PTB continues strong cooperative marketing efforts with strategic stakeholders such as Visit Tampa Bay. PTB recently partnered with Visit Tampa Bay at the Cruise3Sixty event in Ft. Lauderdale.

Mr. Anderson stated that PTB supported the Governor's recent business development mission to California. Port Tampa Bay also participated in the Annual Hillsborough Day in Tallahassee as well as the Florida Chamber's International Days, where Mr. Anderson introduced FDOT Secretary Jim Boxold at a luncheon event. PTB staff member Mr. Torrey Chambliss, Foreign Trade Zone manager, participated on a Foreign Trade Zones panel. Issues discussed at these events, such as cybersecurity, allow staff to interact with other stakeholders and supporters as they work on issues that can impact the Port's operations.

Mr. Anderson attended the American Association of Port Authorities' (AAPA) annual Spring Conference last week in Washington D.C. where PTB staff also participated in joint meetings with the Propeller Club – Port of Tampa. Mr. Anderson also served on a discussion panel with Juan Kuryla, Director of Port Miami, where they discussed partnerships.

During the Spring Conference, the AAPA presented a report of an Economic Impact Study of the U.S. Coastal Ports, which showed that ports accounted for 26 percent of the nation's \$17.4 trillion economy and port-related jobs jumped by 74 percent from 2007 to 23.1 million jobs related to America's ports.

Mr. Anderson reported that PTB staff hosted local, state, and federal elected leaders and their staff for port tours, including staff members from the office of U.S. Senator Marco Rubio, which included a recent tour with the Tampa Bay Estuary Program to review PTB's environmental partnerships and efforts to improve water quality in Tampa Bay.

Mr. Anderson congratulated Mr. Carl Lindell, Jr. for having been appointed by Governor Scott to a third term as a Port Tampa Bay Commissioner.

Mr. Anderson thanked Mayor Buckhorn for bringing attention to our port from President Obama at a recent roundtable event in Washington D.C. Mr. Anderson noted at the roundtable event that President Obama had stated, "Mayor Buckhorn has got the Port of Tampa, which is the gateway to the entire southern part of our hemisphere." Mr. Anderson also stated that the President had been supportive of U.S. ports.

Mr. Anderson reported that approximately 50 children of PTB staff had participated in the annual "Bring Your Daughters and Sons to Work" day.

Mr. Anderson announced that PTB recently hired Chris Cooley as Director of Environmental Affairs beginning May 11, 2015. Mr. Cooley graduated from the University of South Florida (USF) with a Bachelor of Science in Environmental Science and Policy. Mr. Cooley had been a supervisor with the Environmental Protection Commission of Hillsborough County's Wetlands Management Division since 2003.

Mr. Anderson stated that the Comprehensive Annual Financial Report (CAFR) had been completed and given to the Board. Mr. Anderson also noted that the credit rating agency, Fitch Ratings, had affirmed PTB's credit rating and upgraded its outlook from stable to positive.

In response to Commissioner Lindell, Mr. Macaluso stated that the distribution of the CAFR included being posted on the PTB website, and sending copies to FDOT and other fellow government agencies.

Mr. Anderson noted that the CAFR would be used when recruiting prospective partners and new customers to PTB.

Mr. Anderson acknowledged Balfour-Beatty/Batson-Cook had received the Distinguished Eagle Award from the Associated Builders and Contractors-Florida Gulf Coast Chapter as part of the Excellence in Construction Awards program within the \$25 - \$100 million industrial category. The award was given in recognition of the PTB Petroleum Facility Improvements project.

**G. PRESENTATIONS**

There were no presentations.

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

There were no comments.

**I. FUTURE PROPOSED PROJECTS**

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

**J. CALENDAR OF EVENTS**

Mr. Anderson announced the following events:

April 28, 2015, 2:00 – 4:00 pm – Tampa Seaport Ministries Ribbon Cutting and Open House, *1309 Shoreline Drive, Tampa, Florida*

May 15, 2015 – PTB Golf Tournament Benefitting Tampa Seaport Ministries & Steinbrenner Memorial Maritime Scholarship, *TPC Tampa Bay*

**K. NEXT MEETING**

Chairman Swindal announced that the next Board meeting was scheduled for Tuesday, May 19, 2015 at 9:30 a.m.

**L. ADJOURNMENT**

There being no further business, the meeting adjourned at 10:44 a.m.

ATTEST:

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

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

# PORT TAMPA BAY BUSINESS MEETING

APRIL 28, 2015 - 9:30 a.m.

## PUBLIC ATTENDANCE SIGN-IN SHEET

NAME

BUSINESS

Lucie Saunders

Lucie Saunders Mrs.

HARREN J. SPATLING

BRYANT MILLER OLIVE

SCOTT HARENNESS

CRETEK

William DuMelle

TTI/FSS

DAVID HALE

TTI/FSS

David Kemper

Stantec

Andrew Farnsworth

BATSON-COOK

Rania Abboud

Batson-Cook

MIKE MILLER

BALFOUR BEATTY

Stephen Hall

JLA 1402

Bill Kunkle

Per Honey/Arden

Whitney Stevens

Ardenman & Assoc.

Ross McGILLIVRAY

Ardenman & Assoc.

FRANK NELSON

BATSON-COOK

Allen Thompson

Additional spaces available on next page.

**PORT TAMPA BAY BUSINESS MEETING**  
**APRIL 28, 2015 – 9:30 a.m.**

**PUBLIC ATTENDANCE SIGN-IN SHEET**

<u>NAME</u>	<u>BUSINESS</u>
Joh Rice	RS+H
BRAD SATAVA	MOSAIC
M.L. Johnson	HWT
David Miller	PFM
Richard Taylor	GCBE
Rohan Mathan	MOSS
Bruce Cameron	ATB
Shawn Brown	STB
Philip Erbland	S+ME
JR KOZECA	CADSWGA - ROVERS & ASSN.
WALT REIGNER	AMEC Foster Wheeler
Arthur SAVAGE	A.R. SAVAGE & Son
DANIELLE JOHNSON	ISR
JUSTIN CHORLOB	ORION
Curtis Huggins	Orion
Steve Finney	Seafarers Center

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**PORT TAMPA BAY BUSINESS MEETING**  
**APRIL 28, 2015 – 9:30 a.m.**

**PUBLIC ATTENDANCE SIGN-IN SHEET**

**NAME**

**BUSINESS**

CHUCK IYERAI

TAMPA DOGS

Dennis Manelli

Henday Marine

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Port Tampa Bay  
**Port Tampa Bay Berths**  
Year to Date (Oct-Mar)  
FY15 VS FY14

BULK CARGO				
	FY15	FY14	Inc(Dec)	%
COMMODITY	NET TONS	NET TONS		
DRY BULK CARGO				
CEMENT, BULK	80,838	65,257	15,581	24%
CITRUS PELLETS	9,328	36,373	(27,045)	-74%
GRANITE ROCK, BULK	258,696	206,711	51,985	25%
LIMESTONE	954,383	737,264	217,119	29%
PHOSPHATIC CHEMICAL, BULK	699,051	566,765	132,286	23%
<i>Other Dry Bulk Commodities</i>	<i>84,576</i>	<i>85,155</i>	<i>(579)</i>	<i>-1%</i>
<b>Total Dry Bulk Cargo:</b>	<b>2,086,872</b>	<b>1,697,525</b>	<b>389,347</b>	<b>23%</b>
LIQUID BULK CARGO				
AMMONIA, ANHYDROUS	213,606	226,850	(13,244)	-6%
CONCENTRATE & JUICE	68,370	49,560	18,810	38%
PETROLEUM PRODUCTS	3,396,544	3,123,662	272,882	9%
SULPHUR, LIQUID	490,237	387,136	103,101	27%
SULPHURIC ACID	15,381	-	15,381	#DIV/0!
<i>Other Liquid Bulk Commodities</i>	<i>76,447</i>	<i>32,356</i>	<i>44,091</i>	<i>136%</i>
<b>Total Liquid Bulk Cargo:</b>	<b>4,260,585</b>	<b>3,819,564</b>	<b>441,021</b>	<b>12%</b>
<b>TOTAL BULK CARGO:</b>	<b>6,347,457</b>	<b>5,517,089</b>	<b>830,368</b>	<b>15%</b>
GENERAL CARGO				
	FY15	FY14	Inc(Dec)	%
Commodity	NET TONS	NET TONS		
Containerized	249,816	197,818	51,998	26%
Scrap Metal	114,385	189,368	(74,983)	-40%
Steel Products	162,769	90,826	71,943	79%
Vehicles <sup>1</sup> (in tons)	1,784	1,946	(162)	-8%
<i>Other General Cargo Commodities</i>	<i>2,221</i>	<i>6,634</i>	<i>(4,413)</i>	<i>-67%</i>
<b>TOTAL GENERAL CARGO:</b>	<b>530,975</b>	<b>486,592</b>	<b>44,383</b>	<b>9%</b>
<b>TOTAL BULK AND GENERAL:</b>	<b>6,878,432</b>	<b>6,003,681</b>	<b>874,751</b>	<b>15%</b>
<b>TEUS<sup>2</sup> (includes empties)</b>	<b>25,814</b>	<b>22,375</b>	<b>3,439</b>	<b>15%</b>
<b>Passengers<sup>3</sup></b>	<b>606,752</b>	<b>550,816</b>	<b>55,936</b>	<b>10%</b>
<b>No. of Sailings</b>	<b>150</b>	<b>128</b>	<b>22</b>	<b>17%</b>

**Notes:**

1 Does not include tractors, trailers or ferry vehicles

2 Port Authority Berths only-includes empties

3 Includes embark/disembark/intransit passengers

Data as of 5-12-15

Subject to Change  
by ETA Date

Port Tampa Bay  
**TOTAL PORT**  
Year to Date (Oct-Mar)  
FY15 VS FY14

BULK CARGO				
	FY15	FY14	Inc(Dec)	%
COMMODITY	NET TONS	NET TONS		
<b>DRY BULK CARGO</b>				
CEMENT, BULK	80,838	65,257	15,581	24%
CITRUS PELLETS	24,530	77,945	(53,415)	-69%
COAL	1,192,778	1,215,165	(22,387)	-2%
GRANITE ROCK, BULK	258,969	206,711	52,258	25%
LIMESTONE	986,846	737,264	249,582	34%
PHOSPHATE, ROCK/CHEMICAL	3,918,077	3,411,788	506,289	15%
<i>Other Dry Bulk Commodities</i>	488,467	638,321	(149,854)	-23%
<b>Total Dry Bulk Cargo:</b>	<b>6,950,505</b>	<b>6,352,451</b>	<b>598,054</b>	<b>9%</b>
<b>LIQUID BULK CARGO</b>				
AMMONIA, ANHYDROUS	852,525	914,795	(62,270)	-7%
CONCENTRATE & JUICE	68,370	49,560	18,810	38%
PETROLEUM PRODUCTS	8,099,585	7,666,509	433,076	6%
SULPHUR, LIQUID	1,377,044	1,366,937	10,107	1%
SULPHURIC ACID	15,381	-	15,381	#DIV/0!
<i>Other Liquid Bulk Commodities</i>	90,548	49,156	41,392	84%
<b>Total Liquid Bulk Cargo:</b>	<b>10,503,453</b>	<b>10,046,957</b>	<b>456,496</b>	<b>5%</b>
<b>TOTAL BULK CARGO:</b>	<b>17,453,958</b>	<b>16,399,408</b>	<b>1,054,550</b>	<b>6%</b>
GENERAL CARGO				
	FY15	FY14	Inc(Dec)	%
Commodity	NET TONS	NET TONS		
Containerized	249,830	197,818	52,012	26%
Scrap Metal	144,505	194,968	(50,463)	-26%
Steel Products	162,769	90,826	71,943	79%
Vehicles <sup>1</sup> (in tons)	1,784	1,946	(162)	-8%
<i>Other General Cargo Commodities</i>	43,078	47,646	(4,568)	-10%
<b>TOTAL GENERAL CARGO:</b>	<b>601,966</b>	<b>533,204</b>	<b>68,762</b>	<b>13%</b>
<b>TOTAL BULK AND GENERAL:</b>	<b>18,055,924</b>	<b>16,932,612</b>	<b>1,123,312</b>	<b>7%</b>
<b>TEUS<sup>2</sup> (includes empties)</b>	<b>25,822</b>	<b>22,375</b>	<b>3,447</b>	<b>15%</b>
VESSELS				
<b>Barge</b>	<b>487</b>	<b>542</b>	<b>(55)</b>	<b>-10%</b>
<b>Cruise</b>	<b>150</b>	<b>128</b>	<b>22</b>	<b>17%</b>
<b>Tug</b>	<b>468</b>	<b>525</b>	<b>(57)</b>	<b>-11%</b>
<b>Vessel</b>	<b>446</b>	<b>394</b>	<b>52</b>	<b>13%</b>
<b>Total:</b>	<b>1,551</b>	<b>1,589</b>	<b>(38)</b>	<b>-2%</b>

<sup>1</sup>Does not include tractors, trailers or ferry vehicles  
Includes all port berths; foreign and domestic cargo  
Vessel includes training vessels, repair/idle vessels  
Data as of 5-12-15  
Subject to Change

**Tampa Port Authority**  
**Budgetary Comparative Statement of Revenue and Expenses**  
**with Debt Service Coverage**  
**For the Periods Ending April 2014 and 2015**

YTD Apr 2014 Actual	YTD Apr 2015 Actual	Favorable (Unfavorable)	% Favorable (Unfavorable)		YTD Apr 2015 Budget	YTD Apr 2015 Actual	Favorable (Unfavorable)	% Favorable (Unfavorable)
				-----Operating revenue-----				
\$ 23,597,624	\$ 26,028,750	\$ 2,431,125	10.3%	Port usage fees	25,344,124	\$ 26,028,750	\$ 684,626	2.7%
6,538,872	6,817,960	279,087	4.3%	Rentals	6,449,278	6,817,960	368,682	5.7%
482,770	500,114	17,344	3.6%	Other operating	509,459	500,114	(9,345)	(1.8%)
<b>30,619,267</b>	<b>33,346,823</b>	<b>2,727,557</b>	<b>8.9%</b>	<b>-----Total operating revenue-----</b>	<b>32,302,861</b>	<b>33,346,823</b>	<b>1,043,962</b>	<b>3.2%</b>
				-----Operating expense-----				
6,884,056	7,070,030	(185,974)	(2.7%)	Personnel	7,291,254	7,070,030	221,224	3.0%
536,965	852,425	(315,460)	(58.7%)	Promotional	929,461	852,425	77,036	8.3%
8,268,708	7,979,869	288,839	3.5%	Administrative	8,633,167	7,979,869	653,298	7.6%
<b>15,689,728</b>	<b>15,902,323</b>	<b>(212,595)</b>	<b>(1.4%)</b>	<b>-----Total operating expense-----</b>	<b>16,853,882</b>	<b>15,902,323</b>	<b>951,559</b>	<b>5.6%</b>
<b>14,929,538</b>	<b>17,444,500</b>	<b>2,514,962</b>	<b>16.8%</b>	<b>-----Operating income----- *</b>	<b>15,448,979</b>	<b>17,444,500</b>	<b>1,995,521</b>	<b>12.9%</b>
				--Other non-operating revenue/(expense)--				
347,860	256,657	(91,203)	(26.2%)	Interest income	258,527	256,657	(1,870)	(0.7%)
(3,108,656)	(3,000,684)	107,972	3.5%	Interest expense	(2,878,744)	(3,000,684)	(121,940)	(4.2%)
10,264,610	10,440,164	175,553	1.7%	Ad valorem tax receipts	10,757,500	10,440,164	(317,336)	(2.9%)
(515,002)	(1,126,855)	(611,853)	118.8%	Other, net	(660,846)	(1,126,855)	(466,009)	(70.5%)
<b>6,988,812</b>	<b>6,569,282</b>	<b>(419,530)</b>	<b>(6.0%)</b>	<b>-----Net non-operating revenue-----</b>	<b>7,476,437</b>	<b>6,569,282</b>	<b>(907,155)</b>	<b>(12.1%)</b>
<b>21,918,350</b>	<b>24,013,782</b>	<b>2,095,431</b>	<b>9.6%</b>	<b>Net income, excluding grant revenue*</b>	<b>22,925,416</b>	<b>24,013,782</b>	<b>1,088,366</b>	<b>4.7%</b>
				-----Grants-----				
6,310,110	7,083,407	773,297	12.3%	Capital/Non-Operating Grants	7,250,000	7,083,407	(166,593)	(2.3%)
<b>6,310,110</b>	<b>7,083,407</b>	<b>773,297</b>	<b>12.3%</b>	<b>-----Total Grants-----</b>	<b>7,250,000</b>	<b>7,083,407</b>	<b>(166,593)</b>	<b>(2.3%)</b>
<b>\$ 28,228,460</b>	<b>\$ 31,097,189</b>	<b>\$ 2,868,729</b>	<b>10.2%</b>	<b>Net income, including grant revenue*</b>	<b>\$ 30,175,416</b>	<b>\$ 31,097,189</b>	<b>\$ 921,773</b>	<b>3.1%</b>

\*Before depreciation/amortization

-----Debt Service Coverage-----  
(based on preceding 12-month period)

\$ 22,698,218	\$ 26,399,189	\$ 3,700,972	16.31%	Total available for debt service
\$ 15,224,541	\$ 14,721,300	\$ 503,241	3.31%	Combined debt service, parity bonds
1.49	1.79			Bond coverage, parity bonds
\$ 15,224,541	\$ 14,723,100	\$ 501,441	3.29%	Combined debt service, parity & junior
1.49	1.79			Bond coverage, parity & junior bonds

**SUBJECT: STANDARD WORK PERMIT APPLICATION 10-016R (REVISION #2);  
MODIFY REPLACEMENT OF AN EXISTING MARINA DOCK  
COMPLEX, BREAKWATER STRUCTURAL SUPPORT, AND  
ASSOCIATED SUBMERGED LANDS RULE VARIANCE IN  
HILLSBOROUGH BAY AT THE TAMPA YACHT AND COUNTRY CLUB,  
TAMPA, FLORIDA**

**BACKGROUND:**

The Tampa Yacht and County Club (TYCC), located at 5320 Interbay Blvd., has submitted a second revision request for this standard work permit application to Port Tampa Bay (PTB) to modify the replacement dock configuration and the breakwater structural support within its existing marina complex.

The application proposes to reconfigure the marina, located within submerged lands owned by TYCC within the existing northern and southern breakwaters, in the following manner:

1. Construction of 114 permanent boat slips/lifts and 12 transient boat slips (126 total), and 703 linear feet of layalong transient vessel mooring on Dock #4 for the floating and fixed dock complex with two covered gazebos, including expanding the roof coverage over portions of Dock #1 and #2 from approximately 61,850 sq. ft. to 70,908 sq. ft.; and
2. Installation of structural support and other modifications to the existing northern and southern perimeter breakwaters, including 106 linear feet of crib wall support on the northern breakwater, 390 linear feet of crib wall on the southern breakwater, installation of three 48-inch flushing culverts on the southern breakwater, and approximately 1,004 cubic yards of rip-rap revetment renourishment/entombing; and
3. Installation of a new fueling and sewage pump station at the waterward end of either Dock #2 or Dock #3; and
4. Maintenance dredging of approximately 4,675 cubic yards of material to a design depth of minus eight feet, mean low water (MLW) elevation.

In order to construct the expanded roof coverage over the marina docks and gazebos, TYCC is required to obtain a variance from PTB's rules since the roofs, as proposed, are prohibited under current PTB rules which were adopted by PTB's Board of Commissioners. This variance is necessary for approximately 9,058 square feet of expanded roof coverage in addition to the previously approved variance of 11,250 square feet for a total of 70,908 square feet of proposed roof coverage out of a total of an approximately 87,733 square foot dock complex. The original dock roofing built in

the 1950s (and which was subsequently partially destroyed by fires, etc.) was 50,600 sq. ft., and thus was grandfathered prior to the adoption of the current rules. Therefore, the total variance request for covered roof structures over the water is approximately 20,308 sq. ft for the marina dock complex.

When reviewing the standard criteria to determine if the request for variance should be granted, it is important to note that, in this instance, there are no sea grasses or oyster beds in the area to protect, there are no safety concerns related to the roofs, the neighbors have no objections, and it appears the roofs will not block the site lines or riparian views of any adjacent property owners.

**FACTS/COMMENTS:**

The proposed project received recommendations of approval from the Environmental Protection Commission (EPC) of Hillsborough County and has been deemed consistent with the *City of Tampa Comprehensive Plan* by the Hillsborough County-City Planning Commission (Planning Commission). The corresponding state conceptual permit was issued by the Florida Department of Environmental Protection on January 15, 2015 (Environmental Resource Permit No. 29-0224450-007) and a modification to the federal permit from the U.S. Army Corps of Engineers was issued on March 26, 2015 [SAJ-2010-03424(SP-LDD)].

PTB held a public hearing on May 4, 2015 and there were no comments. The application meets all applicable PTB, EPC, and Planning Commission requirements.

**RECOMMENDATION:**

Grant the variance for the roof areas as requested and authorize the Port President/CEO or his designee to execute Standard Work Permit No. 10-016R (Revision #2), subject to review by the Chief Legal Officer.





PORT TAMPA BAY.

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

# Memorandum

To: Paul Anderson, President & CEO

CC: Charles Klug

From: Reneé W. Dennis *RWD*

Date: May 4, 2015

Subject: Public Hearing – Standard Work Permit Application #10-016R (Revision 2)  
Tampa Yacht and Country Club

20

The subject public hearing was held before me on Monday, May 4, 2015 at 10:00 a.m. Attached is the transcription of the hearing along with copies of all exhibits.

This public hearing was held in accordance with procedures specified in Chapter 95-488, Laws of Florida.

*Reneé W. Dennis*  
Reneé W. Dennis, Hearing Officer

Date May 5, 2015

I hereby concur with the Hearing Officer's statement and recommend the Port Director request approval by the Tampa Port Authority Board of Commissioners to approve TPA Standard Work Permit Application 10-016R.

*Jackelyn Julien*  
Jackelyn Julien, Environmental Supervisor  
Environmental Department

Date 5/4/2015

Attachments

**PUBLIC HEARING TRANSCRIPT**  
**Monday, May 4, 2015 at 10:00 a.m.**  
**Standard Work Permit Application #10-016R (Revision 2)**  
**Tampa Yacht and Country Club**

**ATTENDEES**

Joshua W. Maxwell – Turrell, Hall & Associates  
Arthur Savage – Tampa Yacht Club

21

**HEARING OFFICER**

**RENEÉ W. DENNIS**

1 **Ms. Dennis:**

2 This public hearing of the Tampa Port Authority, d/b/a Port Tampa Bay (PTB), is called to order  
3 at 10:00 a.m. This hearing is held under the authority and pursuant to Chapter 95-488 of the  
4 Laws of Florida. My name is Reneé Dennis. I am employed by Port Tampa Bay and have been  
5 appointed by its Board of Commissioners to serve as a hearing officer at public hearings such as  
6 the one we are conducting today. In attendance to assist with the hearing is Port Tampa Bay  
7 staff Environmental Supervisor, Jackelyn Julien.

8  
9 **Mrs. Julien:**

10 The purpose of the hearing is to hear comments from the general public and interested parties  
11 regarding Tampa Port Authority Standard Work Permit Application Number 10-016 Revision #2,  
12 submitted by the Tampa Yacht and Country Club located along Hillsborough Bay at 5320  
13 Interbay Boulevard, Tampa, Florida and immediately south of the City of Tampa's Ballast Point  
14 Park. The agent for the proposed project is Turrell, Hall, and Associates, Incorporated; a marine  
15 and environmental consulting company from Naples, Florida. Tampa Yacht and Country Club  
16 proposes the following second revision to this marine construction located within submerged  
17 lands owned by Tampa Yacht and Country Club within the existing northern and southern  
18 breakwaters previously known as Phase A. This revision is to modify the configuration of the  
19 marina complex and the breakwater structural supports with no changes to the maintenance  
20 dredging, as follows:

- 21
- 22 • Construction of replacement marina docks for 114 permanent boat slips/lifts and 12  
23 transient boat slips (126 total), and 703 feet of layalong transient docking on Dock #4 for  
24 the floating and fixed dock complex with two covered gazebos; including approximately  
25 70,908 square feet of roofing over portions of Dock #1, the entire Dock #2, and covered  
26 gazebos,
  - 27
  - 28 • Installation of structural support and other modifications to the existing northern and  
29 southern perimeter breakwaters; including 106 linear feet of crib wall support on the  
30 northern breakwater, 390 linear feet of crib wall support on the southern breakwater,  
31 installation of three 48-inch flushing culverts on the southern breakwater and  
32 approximately 1,004 cubic yards of rip-rap revetment renourishment/entombing,
  - 33

- 1 • Installation of a new fueling and sewage pump station at the waterward end of either  
2 Dock #2 or #3, and  
3  
4 • Maintenance dredging of approximately 4,675 cubic yards of material to a design depth  
5 of minus eight feet, Mean Low Water elevation previously approved by the PTB Board on  
6 April 15, 2014. The dredge material will be transported to a private appropriate upland  
7 disposal site.  
8

9 I now ask Mr. Joshua Maxwell, Turrell, Hall, and Associates, Incorporated's Project  
10 Manager, to provide a brief description of the proposed project. Prior to beginning your  
11 description, please state your name and affiliation for the record.  
12

13 **Mr. Maxwell:**

14 Josh Maxwell, Project Manager for Turrell, Hall and Associates representing the Tampa Yacht  
15 and Country Club. Jackie your description of the proposed changes summarized everything that  
16 you and I discussed over the last few months. So, unless there is any questions from the  
17 hearing examiner.  
18

19 **Mrs. Julien:**

20 Thank You. Now I will enter into the record a series of **eleven (11)** exhibits.  
21  
22

23 **Exhibit No. 1** is copy of revised Tampa Port Authority Standard Work Permit Application  
24 Number 10-016R (Revision #2) received on February 9, 2015, including the project proposal  
25 drawings, exhibits, and attachments,  
26

27 **Exhibit No. 2** is a copy of Tampa Yacht and Country Club's variance request dated February 2,  
28 2015 for construction of roof areas totaling approximately 70,908 square feet over two marina  
29 docks and two gazebos which is an increase of approximately 9,058 square feet from the  
30 original variance approved by the PTB Board on December 17, 2013. The variance request  
31 solicits a Port Tampa Bay Board of Commissioners waiver of Section V.A.2.a of the TPA  
32 Submerged Lands Management Rules, which specifically prohibits "covered docks", except  
33 when such structures are determined to be "in the public interest."

1  
2 **Exhibit No. 3** are copies of Port Tampa Bay's certified letters of notice dated February 19, 2015  
3 sent to the Environmental Protection Commission of Hillsborough County, The Planning  
4 Commission, City of Tampa, riparian property owners in the area, and interested parties for  
5 review of the project proposal, including the proposed variance revision.

6  
7 **Exhibit No. 4** is a copy of a letter from the City of Tampa Wastewater Department dated May 1,  
8 2015 stating that a utility application for water and wastewater services will be required for this  
9 project.

10  
11 **Exhibit No. 5** is a copy of a letter from the City of Tampa Planning and Development  
12 Department dated February 10, 2015 for a substantial change determination.

24

13  
14 **Exhibit No. 6** is a copy of an e-mail dated May 28, 2013 from the Hillsborough County Hazard  
15 Mitigation Program Manager stating that Hillsborough County will not review the project proposal  
16 and has copied peers within the City of Tampa for review input.

17  
18 **Exhibit No. 7** are comments from the Environmental Protection Commission of Hillsborough  
19 County dated April 1, 2015, addressing wetland and other surface water impacts with no  
20 objection to the proposed project, subject to specific conditions.

21  
22 **Exhibit No. 8** are comments from the Hillsborough County City-County Planning Commission  
23 received by email on February 25, 2015 indicating consistency with both the *City of Tampa*  
24 *Comprehensive Plan* and recommending approval of the proposal.

25  
26 **Exhibit No. 9** is a copy of the City of Tampa's Real Estate Department's executed Affidavit of  
27 No Objection for the proposed revised setback encroachments associated with the marina  
28 reconstruction along Tampa Yacht and Country Club's northern riparian boundary dated April 6,  
29 2015.

30  
31 **Exhibit No. 10** is a copy of a spoil disposal authorization letter from Gator Dredging dated April  
32 17, 2015.

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**Exhibit No. 11** is a copy of the publication (or legal ad) that appeared in the April 10, 2015 issue of the Tampa Bay Times advertising this public hearing.

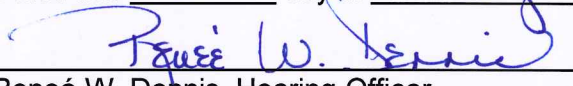
**Ms. Dennis:**


At this time we will take any public comments concerning this project. Are there any public comments? Hearing none, thank you for your participation today.

A transcript of the hearing proceedings will be made and furnished to the Tampa Port Authority Staff, which will then make a recommendation to the TPA Board of Commissioners. If there is nothing else to come before this Hearing, I declare this hearing closed at 10:07 a.m.

25

I, RENEÉ W. DENNIS, have read and approve the form of the attached transcript of the May 4, 2015 public hearing for Standard Work Permit Application #10-016R (Revision 2) for the Tampa Yacht and Country Club.

Dated this 5th day of May, 2015.  
  
\_\_\_\_\_  
Reneé W. Dennis, Hearing Officer

 <p><b>PORT TAMPA BAY</b> ENVIRONMENTAL DEPARTMENT 1101 Channelside Dr. Tampa, FL 33602 Ph: (813) 905-5031 · Fax: (813) 905-5050 www.tampaport.com</p>	<b>STANDARD WORK PERMIT APPLICATION TO PERFORM WORK IN WATERS OF THE HILLSBOROUGH COUNTY PORT DISTRICT</b>	
	For Official Use Only: Application # _____	Date Received: _____

 NEW PERMIT REVISION**SECTION I****1. STANDARD WORK PERMIT APPLICATION - Brief Project Description:**

Demolish the existing facility and build a new marina within the confines of the existing breakwaters providing 126 new slips for vessels up to 150ft in length.

**2. APPLICANT INFORMATION**

First Name: Scott Last Name: Fairbairn  
 Company Name/Title: Tampa Yacht and Country Club / General Manager  
 Mailing Address: 5320 Interbay Blvd 26  
 City: Tampa State: FL Zip Code: 33611  
 Telephone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**3. PROPERTY OWNER(S) INFORMATION (IF DIFFERENT OR IN ADDITION TO APPLICANT)** Check box if property owner is also a co-applicant

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Company Name/Title: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**4. CO-APPLICANT INFORMATION (IF DIFFERENT OR IN ADDITION TO APPLICANT AND OWNER)**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Company Name/Title: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**5. AUTHORIZED AGENT INFORMATION**

First Name: Joshua Last Name: Maxwell  
 Company Name/Title: Turrell, Hall & Associates, Inc. / Project Manager  
 Mailing Address: 3584 Exchange Ave  
 City: Naples State: FL Zip Code: 34104  
 Telephone Number: \_\_\_\_\_ (239) 643-0166  
 Email Address: Josh@Turrell-Associates.com

**6. CONTRACTOR INFORMATION**

First Name: To Be Determined Last Name: \_\_\_\_\_  
 Company Name/Title: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

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**SECTION II**

**1. LOCATION OF PROPOSED PROJECT**

Site Street Address: 5320 Interbay Blvd  
City: Tampa State: FL Zip Code: 33611  
Folio Number(s): 1356800000  
Section: 11 Township: 30 Range: 18  
Name of Water Body at Project: Tampa Bay

**2. PROPOSED USE**

- Private Single-Family Dwelling       Private Multi-Family Dwelling (Condominium, Apartment, etc.)  
 Commercial       Other (explain): \_\_\_\_\_

**3. OWNER OF SUBMERGED LANDS:** TYCC owns the bottom lands confined by the breakwater, the rest is sovereign  
 *Leased Port Property or Port Easement (Check box if applicable and attach information.)*

**4. PREVIOUS TAMPA PORT AUTHORITY PERMITS ISSUED AT THIS LOCATION:**

Permit Number(s): 10-016 Date: 04/15/2014 27

**5. PROJECT DESCRIPTION**

**NOTE:** Features and dimensions must be carefully shown on the required application drawings. Please review the attached guidelines provided to ensure that the drawings which you have prepared are acceptable.

**A. STRUCTURES:**

- NEW WORK       MAINTENANCE       ADDITION

**1) DOCK, OBSERVATION DECK, PIER, OR ELEVATED BOARDWALK**

- a. Length of Shoreline: 3400 Linear Ft.  
b. Number of Proposed Docks: 4 No. of Boat Slips/Lifts: 126 / 44 optional  
c. Length from MHW to Waterward Edge of Structure: 409 Ft.  
d. Width of Structure: 486 Ft. Mooring Water Depth at M/OLW: 466ft Ft.  
e. Existing Structure Area: 44,970 Sq. Ft.  
f. Proposed Structure Area: 87,733 Sq. Ft.  
g. Overall Area of Facility: 87,733 Sq. Ft.

**2) SEAWALLS, RIP-RAP, REVETMENTS OR OTHER SHORELINE STABILIZATION:**

- a. Length of Shoreline at Site: 3,400 Linear Ft.  
b. Length of Work Proposed Along Shoreline: 1,285 Linear Ft.  
c. Seawall Vertical Height: 9 Ft.  
d. Rip-Rap Slope: Horizontal Distance: 15 Ft.; Vertical Height: 7.5 Ft.  
e. Type of Material: Vinyl seawall and limestone riprap with a concrete rubble core  
f. Volume: 27,072 Cubic Ft. Below MHW/OHW

**3) OTHER TYPE OF STRUCTURE: (Please Explain)** \_\_\_\_\_

*\*For Utility Pipeline Projects: Refer to the Engineering Standards for Submerged Land Utility Crossing*

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**FEB 09 2015**

**ENVIRONMENTAL DEPT.**

B. DREDGING / EXCAVATION

NEW WORK  MAINTENANCE

1) DIMENSIONS OF AREAS TO BE DREDGED / EXCAVATED:

a. Length: see dwg Ft. Width: see dwg Ft.; Total Area: 101,271 Sq. Ft.  
b. Depths: Existing 4-6ft; Proposed 8ft  
c. Volume: Above MHW \_\_\_\_\_; Below MHW 126,225; Total 126,225 Cubic Ft.  
d. Area: Above MHW \_\_\_\_\_; Below MHW 101,271; Total 101,271 Sq. Ft.

2) TYPE OF MATERIAL: Mud/Silt/Sand

3) STORAGE OF MATERIAL:  On-site Storage  Off-site Disposal Site: Old Port of Tampa

*\*If material is to be taken off-site, describe the method of material storage, haul routes, and specify the location with an attached Affidavit of Authorization from the disposal site's property owner, as applicable to the project. Refer to the Dredge Checklist for additional guidance.*

C. FILLING

1) VOLUME: Above MHW \_\_\_\_\_; Below MHW \_\_\_\_\_; Total \_\_\_\_\_ Cubic Ft.  
2) AREA: Above MHW \_\_\_\_\_; Below MHW \_\_\_\_\_; Total \_\_\_\_\_ Sq. Ft.  
3) CONTAINMENT: Seawall  Dikes \_\_\_\_\_ Other (explain): Vinyl Seawall  
4) TYPE OF MATERIAL: #89 stone will be placed between the old wall and the new wall  
5) SOURCE OF MATERIAL:  On-site  Off-site: Local quarry

*\*Refer to the Fill Checklist for material sampling requirements and other applicable information.*

6. WORK SCHEDULE: To Begin Project On: 02/15/2015 And Be Completed By: 02/15/2016

REMARKS / COMMENTS FOR PROJECT:

A pre-application meeting was held on 08/12/2014 reviewing the proposed modifications.  
The marina has been designed following rule V.A.3.d.

SECTION III

PROJECT SITE ADJACENT RIPARIAN PROPERTY OWNERS:  
(Please include Name, Address, Telephone Number, and Email)

RECEIVED

Rankin, Tom & Kay  
Owner Name(s)  
Property Owners  
Company Name/ Title  
5324 Interbay Blvd.  
Mailing Address  
Tampa, FL 33611  
City; State; Zip Code  
813-837-8405  
Telephone Number/Email

City of Tampa  
Owner Name(s)  
Property Owners  
Company Name/ Title  
5212 Interbay Blvd  
Mailing Address  
Tampa, FL 33611  
City; State; Zip Code  
813-274-8184  
Telephone Number/Email

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ENVIRONMENTAL DEPT.

*\*Provide mailing labels (property owner(s) name and physical mailing address) for each riparian property located within a 1,500 foot radius of the project site, pursuant to Section 25(d) of the TPA Enabling Act, Chapter 95-488.*

SECTION IV

AFFIDAVIT OF OWNERSHIP OR CONTROL of the property on which the proposed project is to be undertaken  
I CERTIFY THAT: (Must Check the Appropriate Box)

- I am the record owner, lessee, or record easement holder of the property described below.
- I am not the record owner, lessee, or record easement holder of the property described below, but I will have the requisite property interest before undertaking the proposed project. (Please Explain in Remarks/Comments Section)

LEGAL DESCRIPTION OF PROJECT PROPERTY: (Use additional sheets, if necessary)  
Please refer to the additional sheets for the Legal Description of Tampa Yacht and Country Club

Scott Fairbairn, General Manager of TYCC  
Print Name of Owner/Applicant

*[Handwritten Signature]*  
Signature of Owner/Applicant

Sworn to and subscribed before me at Hillsborough County, Florida  
this 2nd day of October 20 14



**Brittany Hill**  
COMMISSION # FF118491  
EXPIRES: May 1, 2018  
www.AARONNOTARY.COM

*[Handwritten Signature]*  
Notary Public  
5/1/18  
My Commission Expires

29

7. PUBLIC INTEREST STATEMENT

Accordingly, in the comment box provided below or attached narrative, describe how your proposed project is not contrary to the public interest based on the criteria outlined in Section II, D.1. of the Tampa Port Authority Submerged Lands Management Rules.

- a. The decision to authorize the use of Jurisdictional Lands requires a determination that such use is not contrary to the public interest, except for lands within Aquatic Resource Protection Areas, in which case it must be determined that the use is in the public interest. In all cases it will be in the responsibility of the applicant to provide evidence as to the public interest impact of the proposed activity or use.
- b. The public interest determination requires an evaluation of the probable impacts of the proposed activity on Jurisdictional Lands and the associated water body. All direct and indirect impacts related to the proposed activity as well as the cumulative effects of those impacts shall be taken into consideration. Relevant factors to be considered include: conservation, general environmental and natural resource concerns, wetlands values, cultural values, fish and wildlife values, flood hazards, floodplain values, land use, navigation, shore erosion and accretion, recreation, water supply and conservation, water quality, aesthetics, economics, public health and safety, relative extent of the public need for the proposed use or activity, reasonable alternative locations and methods to accomplish the objective of the proposed use or activity, potential detrimental effects on the public uses to which the area is otherwise suited, the effect on cultural, scenic and recreational values, and the needs and welfare of the people.

COMMENT BOX:

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FEB 09 2015

ENVIRONMENTAL DEPT.

10-016 (R2)

SECTION V

CERTIFICATION & AUTHORIZATION:

- a. I authorize the agent listed in Section I to negotiate modifications or revisions, when necessary, and accept or assent to any stipulations on my behalf.
- b. I understand I may have to provide any additional information/ data that may be necessary to provide reasonable assurance of evidence to show that the proposed project will comply with applicable water quality standards or other environmental standards both before construction and after the project is completed.
- c. In addition, I agree to provide entry to the project site for inspectors with proper identification or documents as required by law from the environmental agencies for the purpose of making preliminary analyses of the site. Further, I agree to provide entry to the project site for such inspectors to monitor permitted work, if a permit is granted.
- d. Further, I hereby acknowledge the obligation and responsibility for obtaining all of the local, state and federal permits before commencement of any activity.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate and complete. I further certify that I possess the authority to undertake the proposed activity.

Signature of Owner/Applicant

Date

10/2/14

30

**NOTE:** This application must be signed by the person who desires to undertake the proposed activity or by an authorized agent. If an agent is applying on behalf of the applicant who is not the property owner, attach proof of authorization from the property owner.

**PLEASE SUBMIT COMPLETED APPLICATION, REQUIRED DRAWINGS, AND FEE(S) TO:**

TAMPA PORT AUTHORITY  
ATTN: ENVIRONMENTAL DEPARTMENT  
1101 CHANNELSIDE DR.  
TAMPA, FL 33602

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# TURRELL, HALL & ASSOCIATES, INC.

MARINE & ENVIRONMENTAL CONSULTING

3584 Exchange Avenue, Suite B • Naples, Florida 34104-3732 • (239) 643-0166 • Fax (239) 643-6632

## Tampa Yacht and Country Club Project Description – Permit Modification

Updated February 3, 2015

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The proposed project is located at 5320 Interbay Blvd. along the waters of Tampa Bay, Section 11, Township 30 South, Range 18 East, Hillsborough County, Florida, (Latitude 27° 53' 15" N and Longitude 82° 28' 51" W).

The Tampa Yacht and Country Club (TYCC) was originally established in 1905 and the existing facility was built in 1967. The passage of time has weathered the docks to a point where maintenance and upkeep costs justify replacing and upgrading the facility. As part of the upgrade the club would like to reconfigure the marina to accommodate a new fleet matrix more consistent with current boating trends than the existing 40+ year old design. The existing marina has 80 slips for vessels ranging from 20-60 ft.

31

The existing facility has approximately 44,970 sq. ft. of overwater structure that includes both permanent and transient moorings. Approximately 32,662 sq. ft. of the marina is a roof structure, providing covered slips for vessels up to 50 ft. in length. The facility also has a fuel dock providing both gas and diesel to club members. Currently TYCC is constantly having to repair the existing facility, sections of the concrete docks have been removed and replaced with temporary aluminum sections. After 46 years of service it is time to upgrade the facility to more modern standards and to insure safe conditions for all who use them.

On December 20, 2013 a Work Permit (No. 10-016) was issued for the proposed marina. After the permit was issued a slip survey was conducted prior to construction to confirm the marina needs of the Club members. The results showed an increase demand in the 30-40ft slips and less demand for the 50ft+ slips. A new design has been created that optimizes the marina design to accommodate the updated fleet and value engineer alternative for high cost items.

The revised marina plan will include 87,733 sq. ft. overwater structures (including 70,908 sq. ft. covered roof structures and gazebos) providing a total of 126 slips for vessels ranging primarily from 30-60 ft. with one transient slip for a boat up to 150ft (slip #F1) at the exterior side of the basin on the north gazebo. There will be 703 ft. of layalong transient docking including the final layout of Dock 4, allowing members who keep their boats on trailers to leave them at the marina for short periods of time. The transient docking will also allow members of reciprocal yacht clubs the ability to visit TYCC and have a place to leave their vessel while spending time at the clubhouse, pool, stables, etc. To establish a safe depth of -8 ft. MLW, 4,675 cu. yds. of material will need to be dredged. This will reduce the chance of turbidity created from propeller wash and allow sailboats to moor safely without grounding at low tides. The existing southern breakwater will be stabilized with riprap partially supported by a crib wall. A portion of the northern breakwater will be supported in the same fashion as the southern breakwater. A gazebo

10-016 (R2)

**REVISED**

and fishing pier will be located on either side of the marina entrance. Three 48" flushing culverts will be installed along the south breakwater to help promote an adequate exchange of water during average tidal cycles. A new sewage pumpout will be installed for the members at either the end of "Dock 2" or "Dock 3" next to the new fuel dispensers.

Phase 1 is comprised of the final Docks 1 (27,332SF) and 2 (46,014SF). Dock 3 (1,310SF) will remain as is and will continue to serve as the fuel area and large transient mooring. A temporary Dock 4 (3,674SF) will be constructed out of the existing floating dock (presently located in the footprint of Dock 1). The entire existing concrete seawall within the basin will be entombed with a new vinyl seawall (563LF) waterward of the existing wall. A portion of the seawall will also include installation of a French drain and seawall cap improvements. The southern breakwater will have riprap (591 LF / 724CY) placed on the inside of the basin to support the rock on the outside of the existing wall and three flushing culverts will be installed to improve the water exchange during tidal changes. The eastern edge of the northern breakwater will be refurbished (137LF) on the outside and riprap (137 LF / 168CY) will be placed on the inside to support the existing wall, similar to the southern breakwater. A crib wall constructed of horizontal concrete pilings will be used along portions of the southern breakwater (390LF) and northern breakwater (106LF) to contain the proposed riprap, to ensure it does not migrate into mooring areas. The un-exposed wall along the southern breakwater will be entombed with riprap (91LF / 112CY) and the entire breakwater re-dressed (750lf) as necessary. No improvements are proposed for the western, detached, breakwater. The entire basin shall be dredged to -8ft MLW. This phase will replace the same number of permanent and transient slips currently available at the Club.

32

Phase 2 is comprised of the replacement of the temporary Dock 4 with a permanent dock (7,886SF) and the replacement of the existing Dock 3 with a new floating dock (6,502SF). The fuel will be relocated to either the end of Dock 2 or the end of Dock 3 (whichever is determined to be the best from an operations standpoint at the time). Maintenance dredging may be required to maintain -8ft MLW throughout the basin.

The dredging will be conducted by a combination of mechanical and hydraulic methods. When mechanical removal is used sediment will be excavated with an excavator located on a barge, removing the sediment and placing it into a container. When the container is full the barge will move to the seawall to offload the material to a sealed truck that will mobilize the material to the final offload site. When hydraulic removal is used, hydraulic equipment will be deployed from land or a barge, the material will be pumped directly into a sealed dewatering truck, custom design for this type of job. The material will then be trucked to its final offload site.

The mangroves along the northern manmade shoreline are being trimmed and partially removed to make room for Dock 1. The impacts (3,966SF) have been reduced from the existing Work Permit (0.6 credits UMAM) by moving the revised dock plan 5ft waterward, reducing the amount of trimming/removal needed thus reducing the impacts to 2,176SF (0.04 credits UMAM). Mitigation for the impacts was coordinated with DEP (ERP # 29-0224450-007) and 0.1 credits are being purchased through the Tampa Bay Mitigation Bank.

ADA access has been provided to the gazebo/fishing docks, to the transient dock near the seawall by Dock 1, and to the end of Docks 2 and Dock 3. This configuration will provide

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10-016 (R2)

(2) transient docking areas and five (5) permanent slips ranging from 30 to 60ft in length. Only four (4) ADA slips are required for the new marina per ADA guidelines.

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The new facility will be built and operated according to Florida Clean Marina standards and offer the same amenities as the existing marina with a few additional upgrades such as a sewage pumpout system. Currently, members of TYCC must go elsewhere in Tampa Bay to pump out their holding tanks. Optional boat lifts are proposed for all the fixed 30 ft. and 35ft. slips, which will provide members with the option of not painting the bottom of their hulls. This will help promote a clean marina by reducing the need for boat hulls to be painted with anti-fouling paint every year. Major repairs are not allowed within the current marina and there is no haul out for upland maintenance, this will remain true with the proposed reconfiguration.

The marina construction will have no long term impacts to area boaters as all proposed construction activity will be confined to the existing marina basin. There should be no negative impacts to water quality. A flushing study has been completed and approved by the Florida Department of Environmental Protection. The modeling showed an improvement to the flushing of the expanded basin over the existing conditions.

33

A comparison between the existing Standard Work Permit No. 10-016 and this 2<sup>nd</sup> modification request is presented below:

Description	Work Permit No. 10-016	Permit Modification	Difference +/-
Overwater Area (sqft)	79,627	87,733	8,106
- Included Roof Area (sqft)	61,850	70,908	9,058
Dredge Volume (cuyd)	4,675	4,675	No Change
Flushing Culverts	3	3	No Change
Transient Dockage (lnft)	566	703	137
Transient Slips	24	12	(12)
Permanent Slips	105	114	9
Total Slips	129	126	(3)
Seawall Entombment	563	563	No Change
North Breakwater	-	-	-
- Riprap Entombment	80	137	57
- Crib Wall	80	137	57
South Breakwater	-	-	-
- New Seawall	590	0	(590)
- Riprap Entombment	0		No Change
- Crib Wall	0		No Change

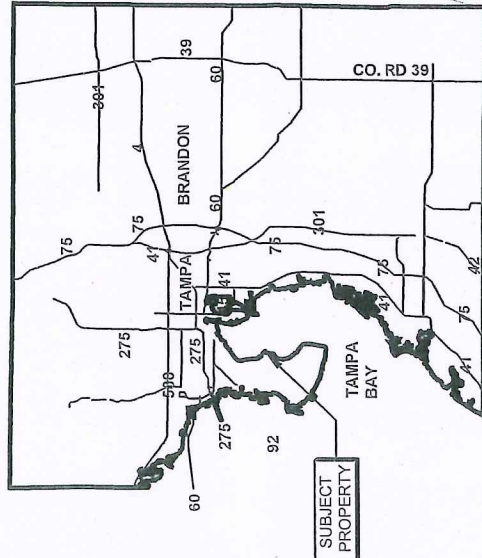
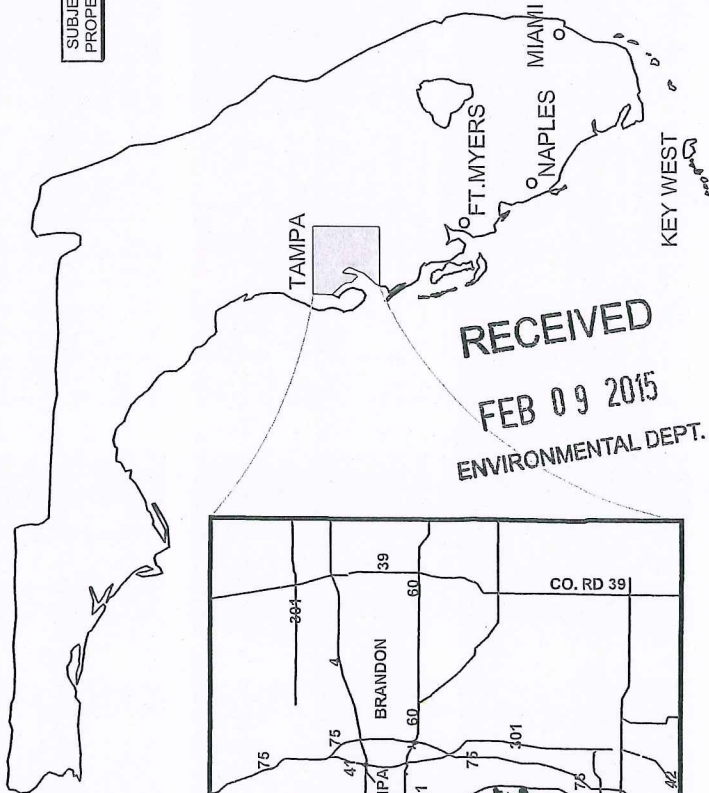
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10-016 (R2)

# STATE OF FLORIDA



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## HILLSBOROUGH COUNTY

**SITE ADDRESS:**  
 <> 5320 INTERBAY BLVD  
 TAMPA, FL 33611-4136

**NOTES:**  
 <> THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY  
 AND ARE NOT INTENDED FOR CONSTRUCTION USE.

<> LATITUDE: N 27° 53' 15"  
 <> LONGITUDE: W 82° 28' 51"  
 STATE PLANES COORDINATES (NAD83 FLW)  
 <> N 1292108.8  
 <> E 500844.8

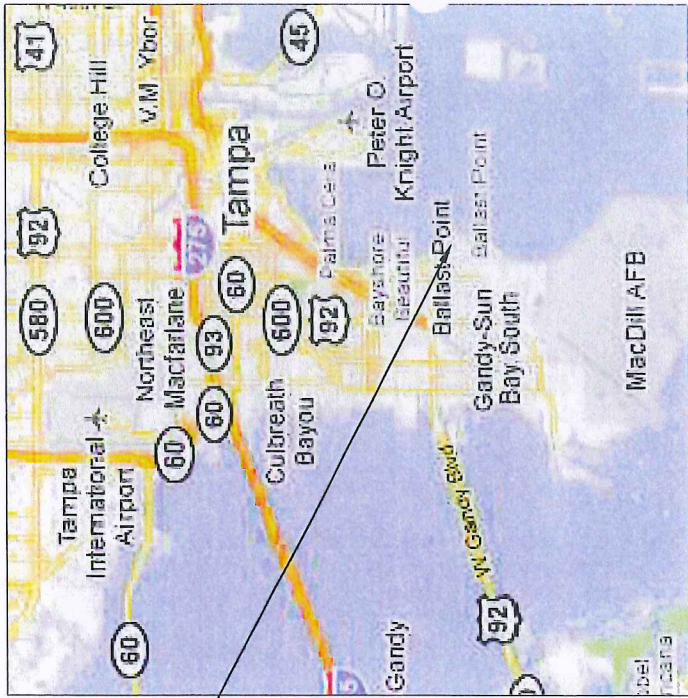


**Turrell, Hall & Associates, Inc.**  
 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B, Naples, FL 34104-3732  
 Phone: (239) 643-0166 Fax: (239) 643-6632  
 Email: ttua@turrell-associates.com

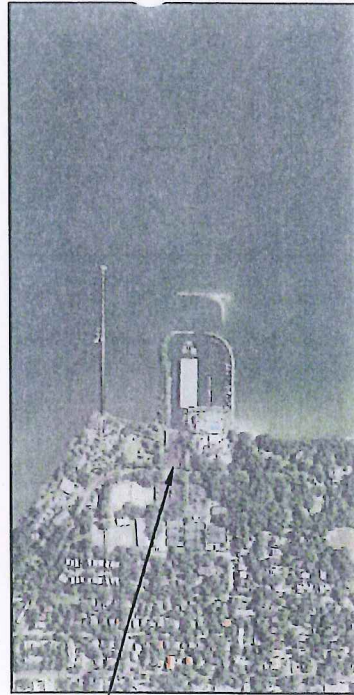
# TAMPA YACHT & COUNTRY CLUB

## LOCATION MAP

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## VICINITY MAP

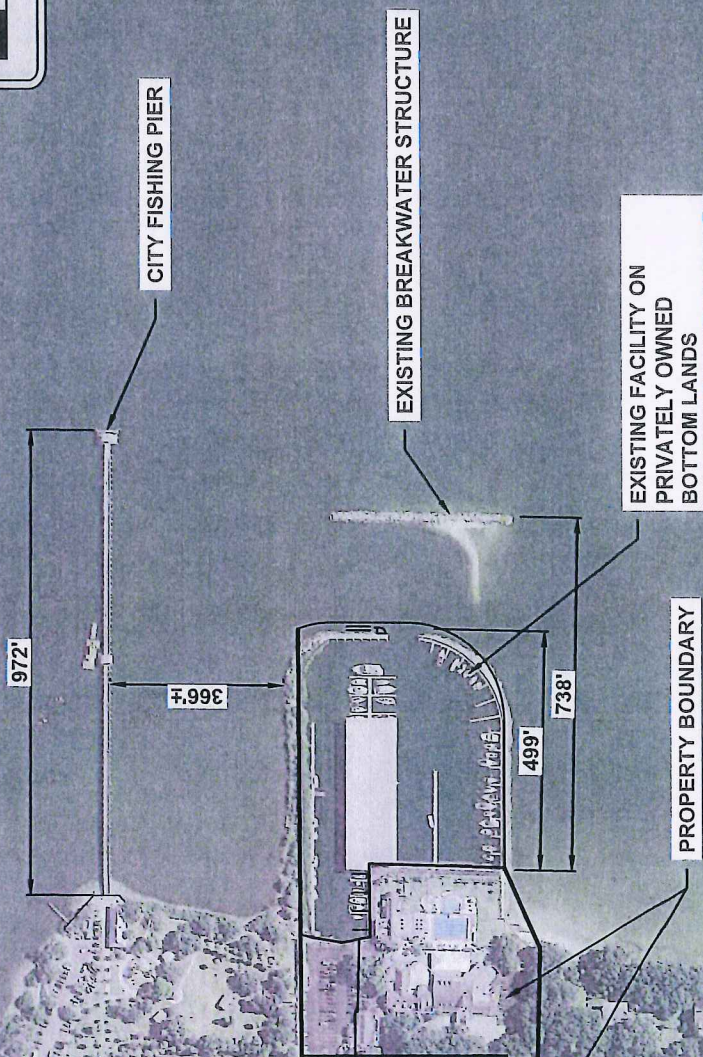
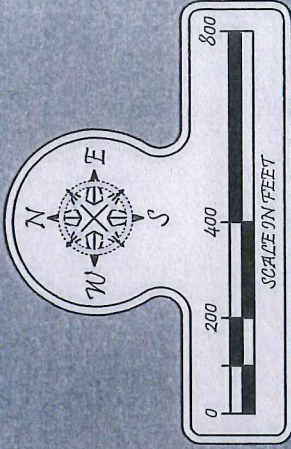


## COUNTY AERIAL

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JOB NO.:	0701	3.	-	-	-
SHEET NO.:	01 OF 21	2.	-	-	-
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SECTION - 11 TOWNSHIP - 30 S RANGE - 18 E

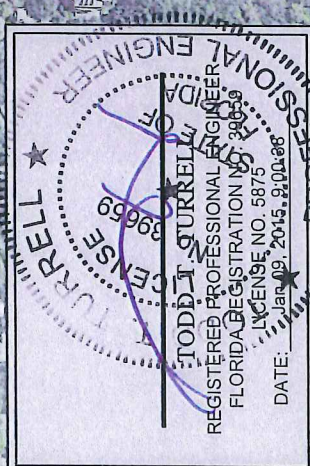
10-0116 (R2)



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- <> ALL DATUM SHOWN HEREON IS REFERENCED TO MLW
- <> APPLICANT OWNS APPROX. 591 L.F. OF SHORELINE
- <> EXISTING OVERWATER STRUCTURE: APPX. 44,968.5 SF
- <> WIDTH OF WATERWAY: 24,200' (MHW TO MHW)
- <> TOTAL PROTRUSION FROM MHWL: 499 FT.
- <> TIDAL DATUM: MLW= -1.32' NAVD, MHW= +0.66' NAVD.
- <> SURVEY COURTESY OF "MILLS & ASSOCIATES, INC"
- SURVEY DATED: 09-23-09

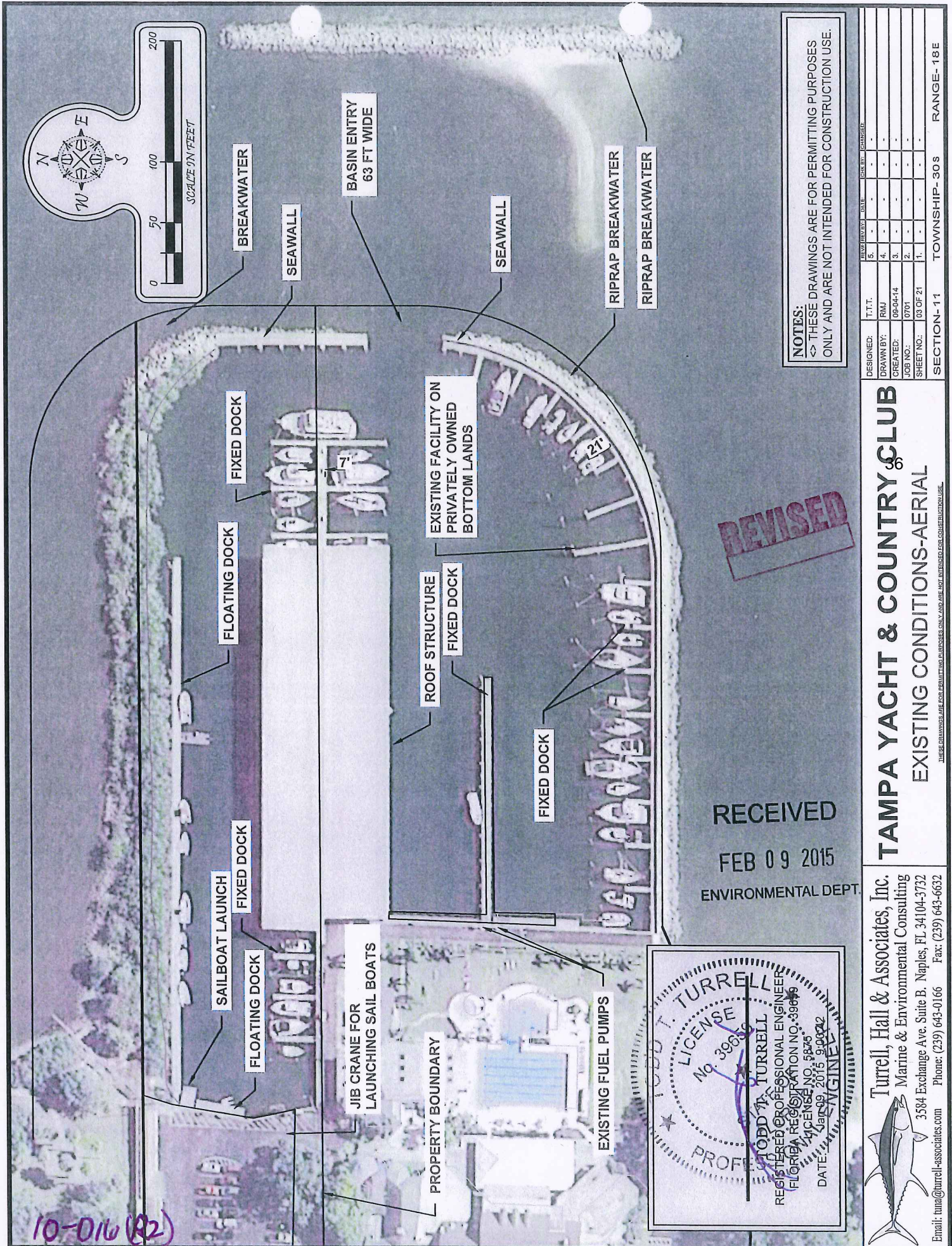
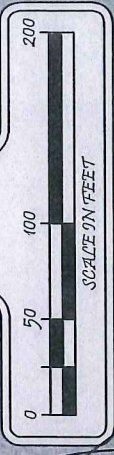
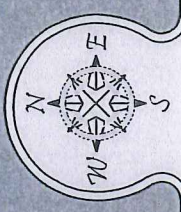
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**FEB 09 2015**  
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JOB NO.:	0701	3.	-	-	-
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		1.	-	-	-

**TAMPA YACHT & COUNTRY CLUB**  
**EXISTING CONDITIONS-AERIAL**

**Turrell, Hall & Associates, Inc.**  
 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B, Naples, FL 34104-3732  
 Email: [turrell-associates.com](mailto:turrell-associates.com) Phone: (239) 643-0166 Fax: (239) 643-6632



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DESIGNED:	T.T.T.	REVISION	DATE	DATE BY	REASON
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SHEET NO.:	03 OF 21	2.	-	-	-
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SECTION- 11 TOWNSHIP- 30 S RANGE- 18 E

**TAMPA YACHT & COUNTRY CLUB**  
 EXISTING CONDITIONS-AERIAL

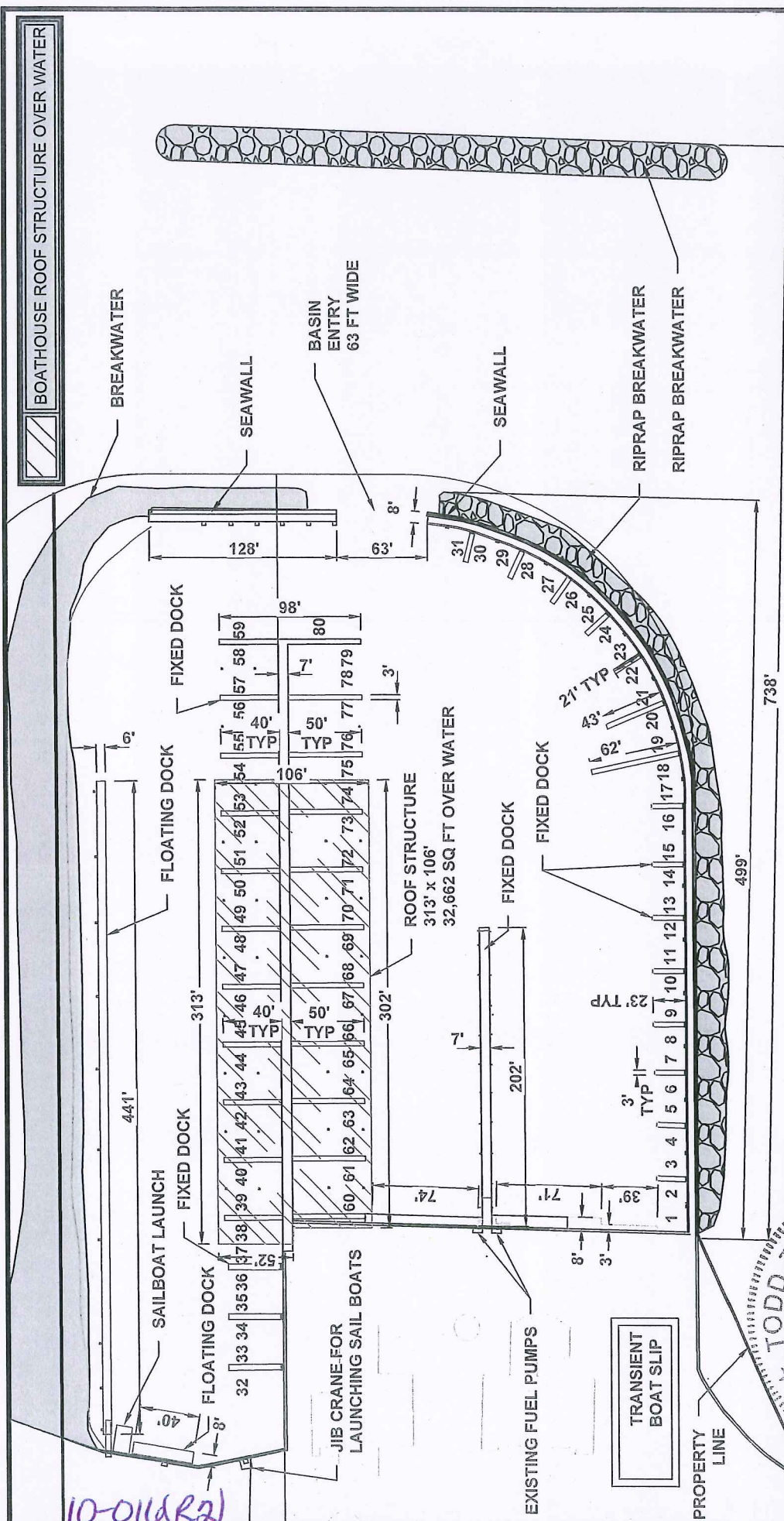
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 FEB 09 2015  
 ENVIRONMENTAL DEPT.

**TURRELL**  
 LICENSE  
 No. 39696  
 REGISTERED PROFESSIONAL ENGINEER  
 (FLORIDA REGISTRATION NO. 39696)  
 DATE: Jan 09, 2015 9:00:02  
 TURRELL ENGINEERING

**Turrell, Hall & Associates, Inc.**  
 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B, Naples, FL 34104-3732  
 Phone: (239) 643-0166 Fax: (239) 643-6632  
 Email: tura@turrell-associates.com

10-016 (R2)

BOATHOUSE ROOF STRUCTURE OVER WATER



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 <> SURVEY DATED: 09-23-09  
 <> WATER DEPTHS COLLECTED BY TURRELL, HALL & ASSOCIATES, INC. DATA COLLECTED 01-29 10

**REVISED**

SCALE ON FEET

0 50 100 200

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ENVIRONMENTAL DEPT.

**TODD TURRELL**

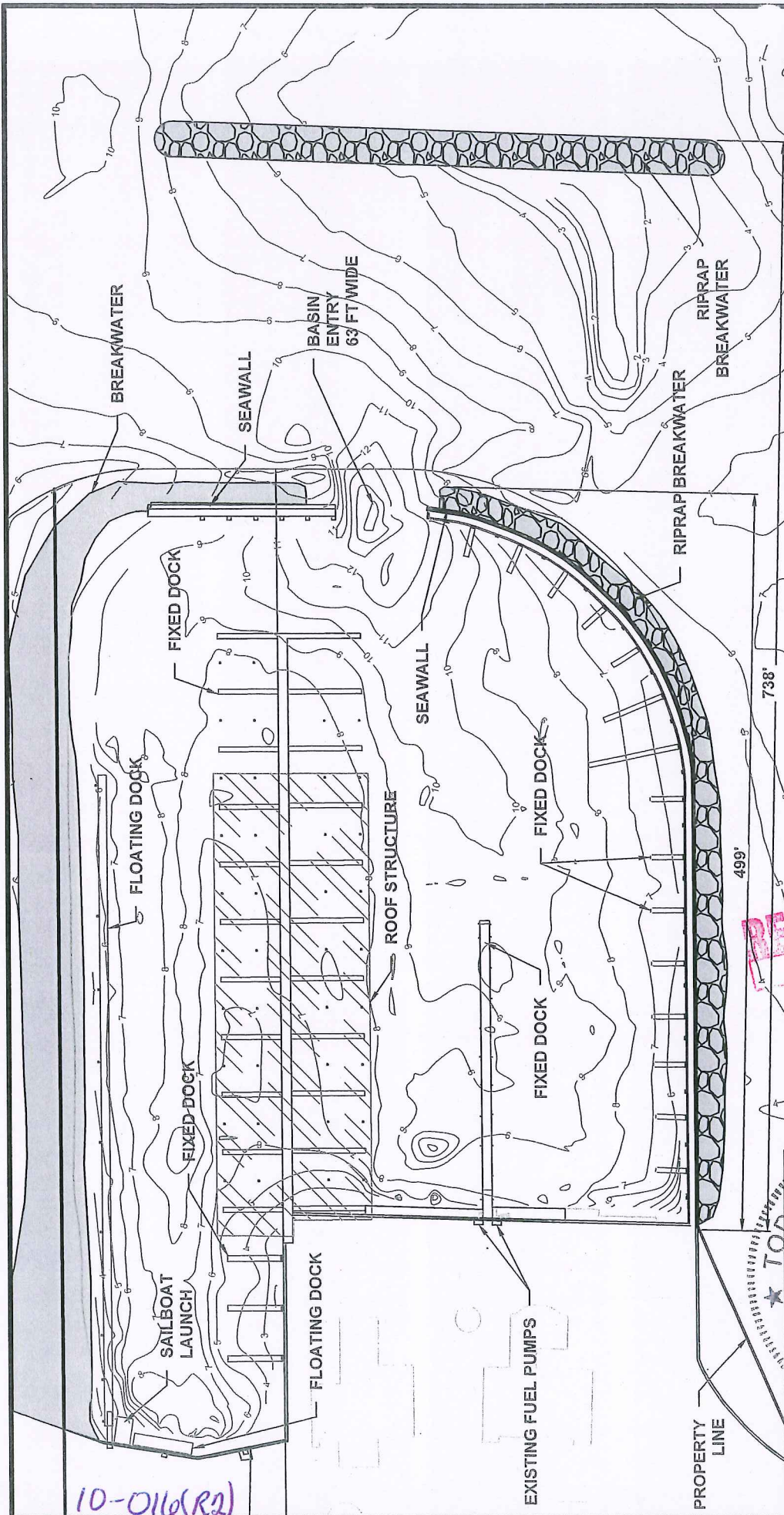
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 FLORIDA REGISTRATION NO. 39650  
 LICENSE NO. 5876  
 DATE: 1/27/2010

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SHEET NO.:	04 OF 21	DATE:	

SECTION- 11 TOWNSHIP- 30S RANGE- 18E

**TAMPA YACHT & COUNTRY CLUB**  
 EXISTING CONDITIONS

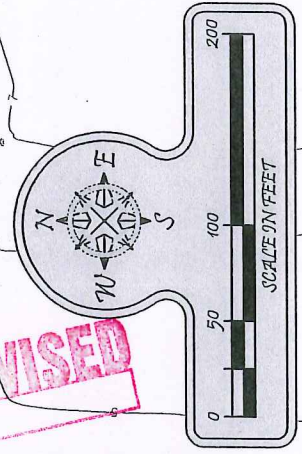
Turrell, Hall & Associates, Inc.  
 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B, Naples, FL 34104-3732  
 Email: tturn@turrell-associates.com Phone: (239) 643-0166 Fax: (239) 643-6632



10-016(R2)

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- <> WIDTH OF WATERWAY: 24,200' (MHW TO MHW)
- <> TOTAL PROTRUSION FROM MHW: 499 FT.
- <> TIDAL DATUM: MLW = -1.32' NAVD, MHW = +0.66' NAVD.
- <> SURVEY COURTESY OF "MILLS & ASSOCIATES, INC"
- <> SURVEY DATED: 09-23-09
- <> WATER DEPTHS COLLECTED BY TURRELL, HALL & ASSOCIATES, INC. DATA COLLECTED 01-29-10



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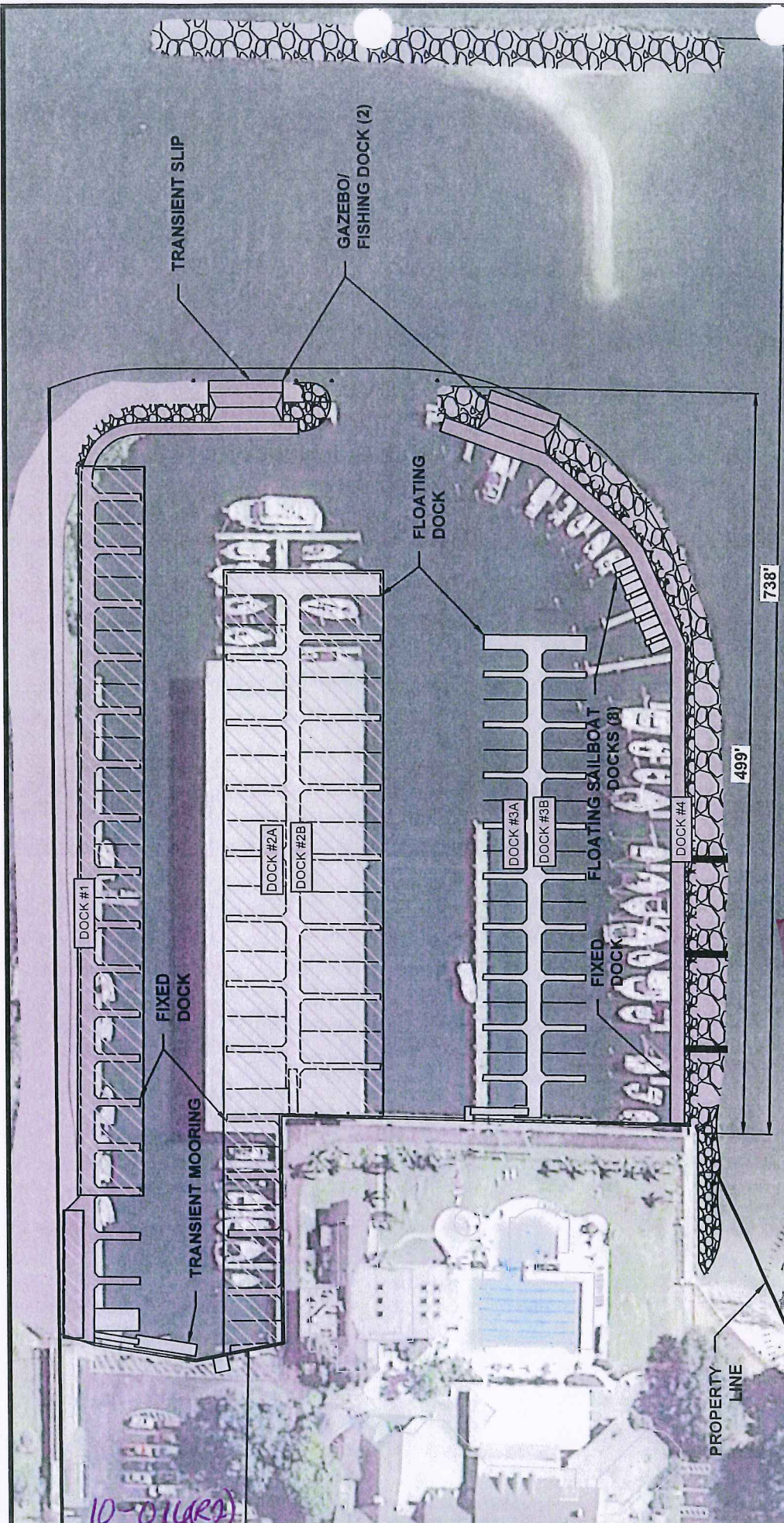
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**TODD T. TURRELL**  
 LICENSE No. 39659  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 39669  
 LICENSE NO. 5873  
 DATE: JAN 09, 2015 15:00:52

DESIGNED:	T.T.T.	REVISED:	DATE:	CHK BY:	ISSUED:
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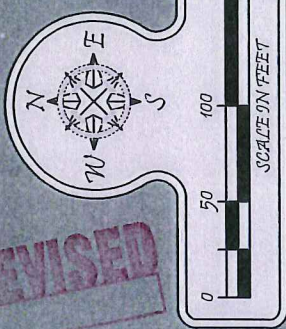
**TAMPA YACHT & COUNTRY CLUB**  
 EXISTING BATHYMETRIC CONDITIONS

**Turrell, Hall & Associates, Inc.**  
 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B, Naples, FL 34104-3732  
 Email: [turrell-associates.com](mailto:turrell-associates.com) Phone: (239) 643-0166 Fax: (239) 643-6632



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- <> APPLICANT OWNS APPROX. 591 L.F. OF SHORELINE.
- <> EXISTING OVERWATER STRUCTURE: APPX. 44,968.5 SF
- <> PROPOSED OVERWATER STRUCTURE: APPX. 87,733 SF
- <> WIDTH OF WATERWAY: 24,200' (MHW TO MHW)
- <> TOTAL PROTRUSION FROM MHWL: 499 FT.
- <> TIDAL DATUM: MLW = -1.32' NAVD, MHW = +0.66' NAVD.
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- <> SURVEY DATED: 09-23-09



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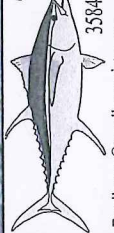
**TODD T. TURRELL**  
 LICENSE NO. 39063  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 39063  
 LICENSE NO. 8879  
 DATE: JAN 09 2015 9:00:57

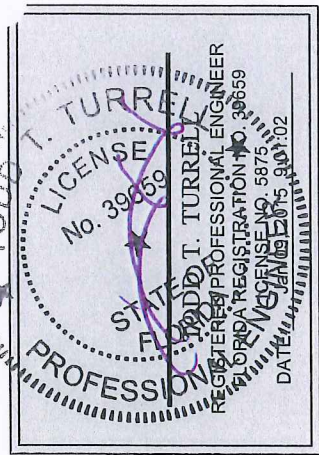
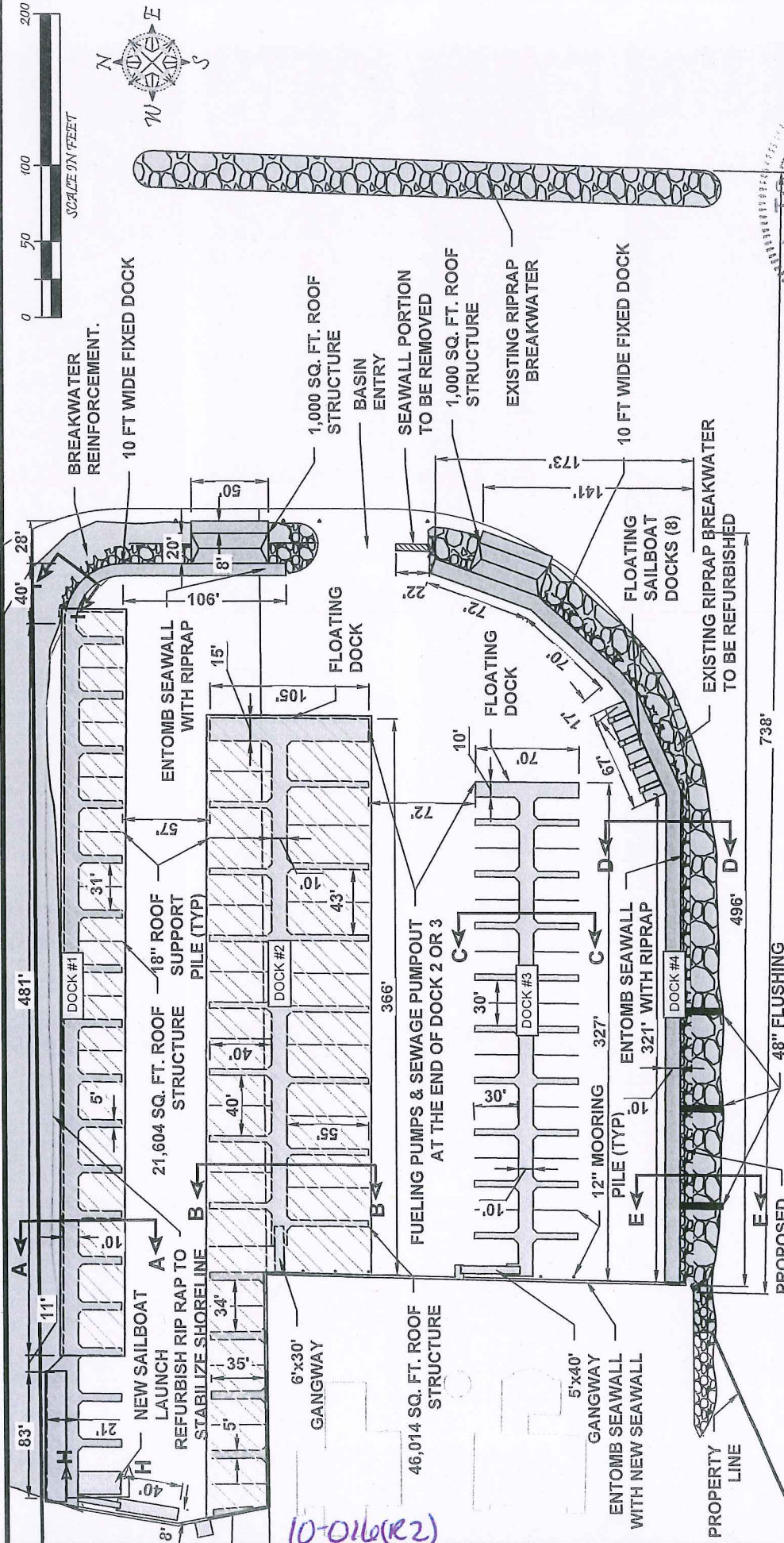
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JOB NO.:	0701	2.	-	-	-
SHEET NO.:	06 OF 21	1.	-	-	-

# TAMPA YACHT & COUNTRY CLUB

## PROPOSED AERIAL

**Turrell, Hall & Associates, Inc.**  
 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B. Naples, FL 34104-3732  
 Phone: (239) 643-0166 Fax: (239) 643-6632  
 Email: [turrell-associates.com](mailto:turrell-associates.com)





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 <> SURVEY COURTESY OF "MILLS & ASSOCIATES, INC"  
 SURVEY DATED: 09-23-09

**REVISED**

- ROOF STRUCTURE OVER WATER
- PROPOSED FIXED DOCK
- PROPOSED FLOATING DOCK
- PROPOSED BOAT LIFT

SEE SHEETS 9 & 10 FOR PHASE A DOCK DETAILS.

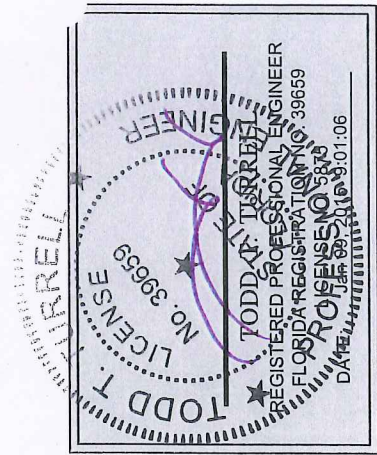
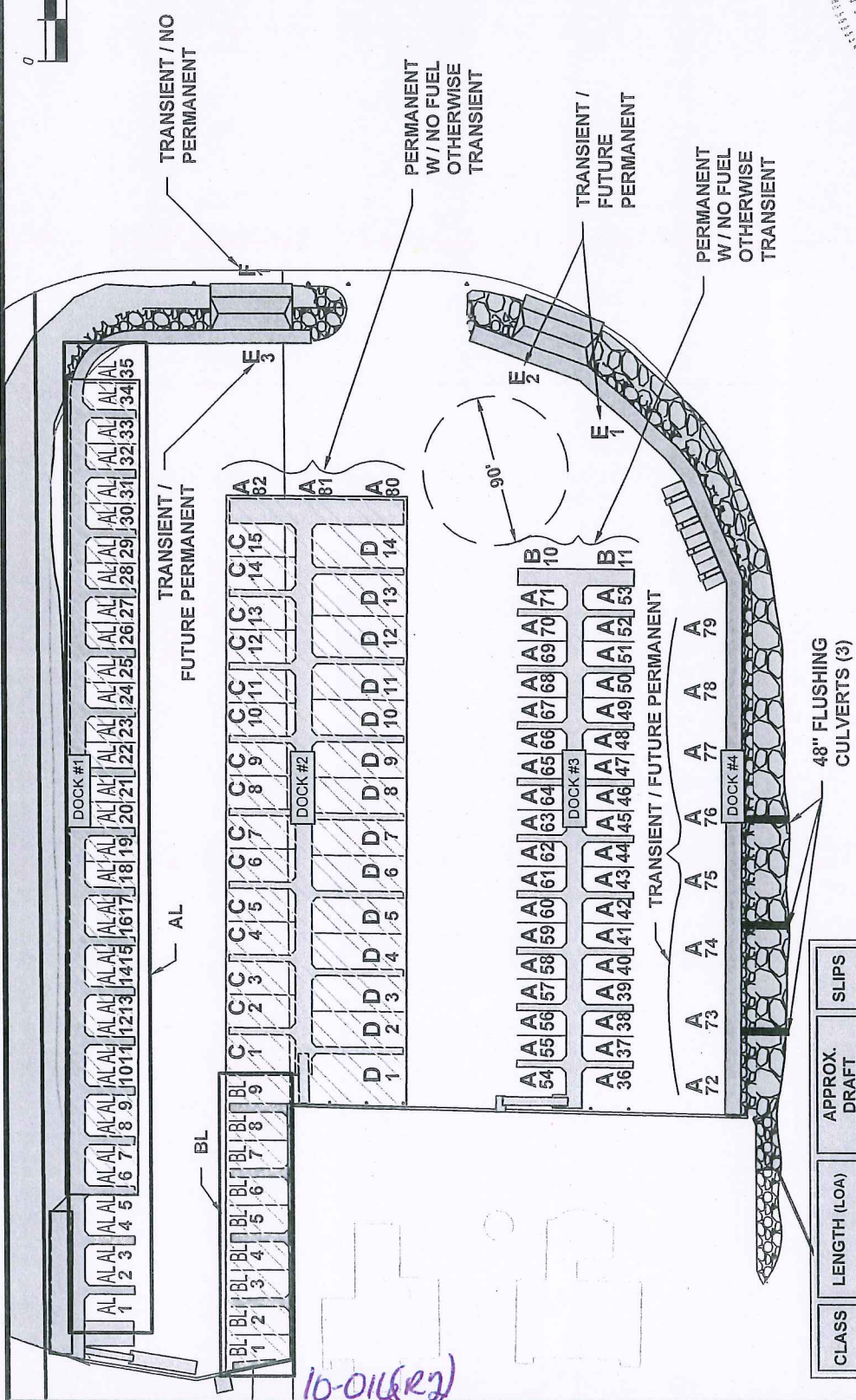
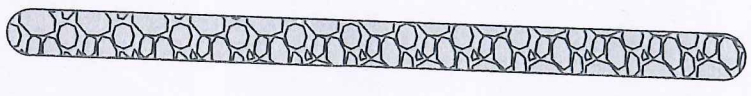
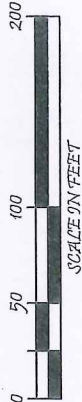
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CREATED:	0701			
JOB NO.:	07 OF 21			
SHEET NO.:				

SECTION-11 TOWNSHIP-30 S RANGE-18 E

# TAMPA YACHT & COUNTRY CLUB

## PROPOSED DESIGN

**Turrell, Hall & Associates, Inc.**  
 Marine & Environmental Consulting  
 3584 Exchange Ave., Suite B, Naples, FL 34104-3732  
 Email: [turrell-associates.com](mailto:turrell-associates.com) Phone: (239) 643-0166 Fax: (239) 643-6632



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 <> APPLICANT OWNS APPROX. 591 L.F. OF SHORELINE.  
 <> EXISTING OVERWATER STRUCTURE: APPX. 44,968.5 SF  
 <> PROPOSED OVERWATER STRUCTURE: APPX. 87,733 SF  
 <> WIDTH OF WATERWAY: 24,200' (MHW TO MHW)  
 <> TOTAL PROTRUSION FROM MHWL: 499 FT.  
 <> TIDAL DATUM: MLW= -1.32' NAVD, MHW= +0.66' NAVD.  
 <> SURVEY COURTESY OF "MILLS & ASSOCIATES, INC"  
 SURVEY DATED: 09-23-09

**REVISED**

CLASS	LENGTH (LOA)	APPROX. DRAFT	SLIPS
A	30	2.6	47
AL	30	2.6	35
BL	35	2.6	11
C	40	3.4	15
D	55	3.7	14
E	60	4.1	3
F	150	4.7	1
<b>TOTAL</b>			<b>126</b>

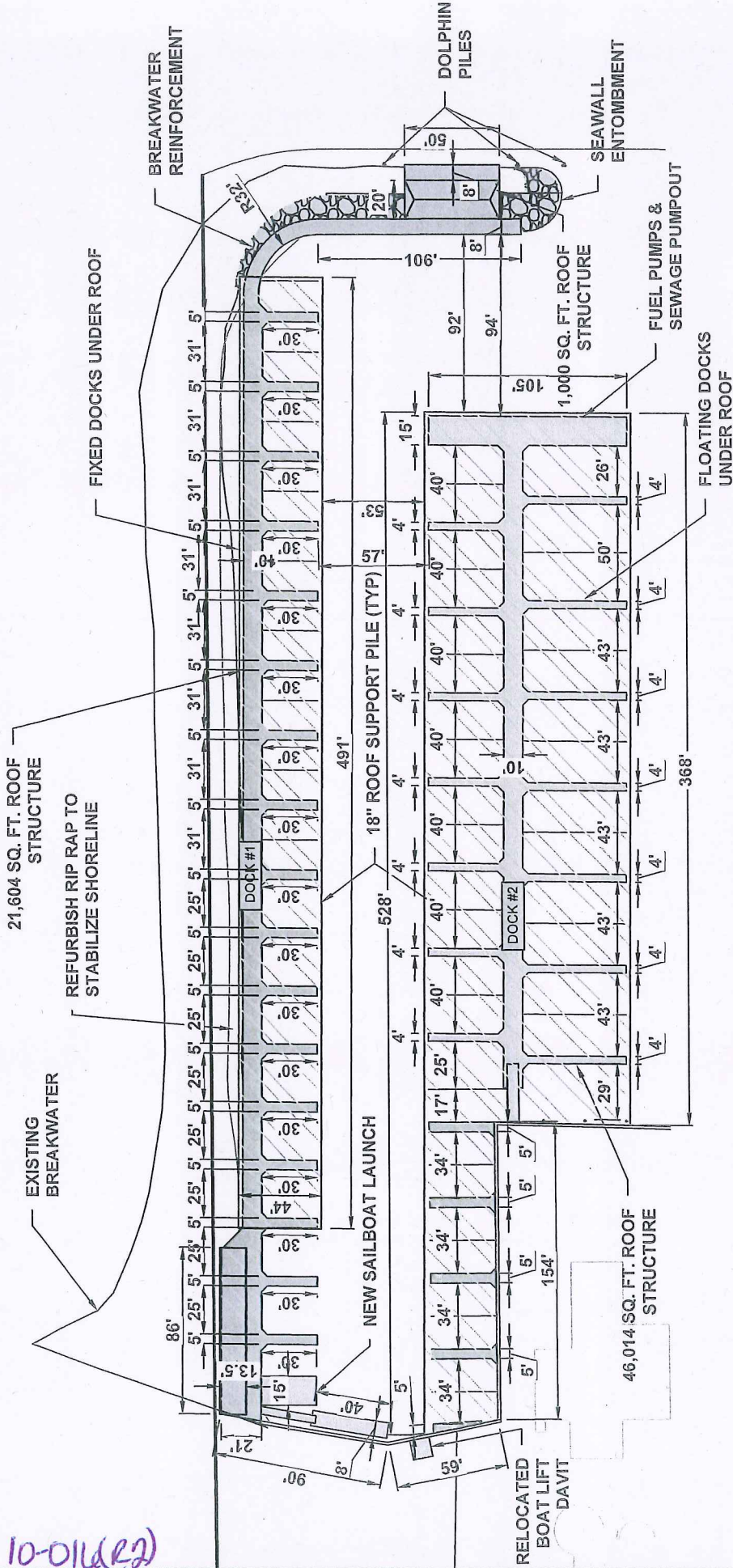
L DESIGNATES OPTIONAL BOAT LIFT

**Turrell, Hall & Associates, Inc.**  
 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B, Naples, FL 34104-3732  
 Email: [tun@turrell-associates.com](mailto:tun@turrell-associates.com) Phone: (239) 643-0166 Fax: (239) 643-6632

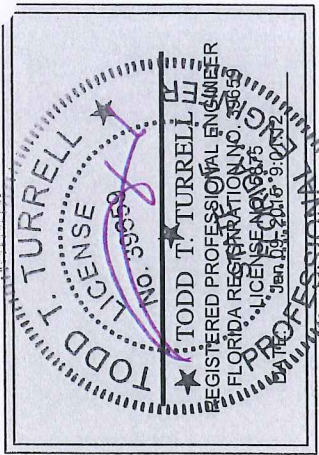
**TAMPA YACHT & COUNTRY CLUB**  
**PROPOSED MATRIX**

DESIGNED:	T.T.T.	REV'D	DATE	CHK BY:	CHANGED:
DRAWN BY:	RAJ	-	-	-	-
CREATED:	08-04-14	-	-	-	-
JOB NO.:	0701	-	-	-	-
SHEET NO.:	08 OF 21	-	-	-	-

SECTION-11 TOWNSHIP-30 S RANGE-18 E



10-014(r2)

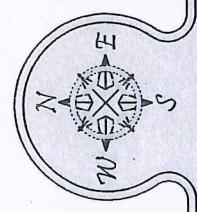


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 ENVIRONMENTAL DEPT.

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 <> SURVEY COURTESY OF "MILLS & ASSOCIATES, INC."  
 SURVEY DATED: 09-23-09

SEE SHEET 10 FOR PHASE A DOCKS 3 & 4 - DETAILS

REVISED

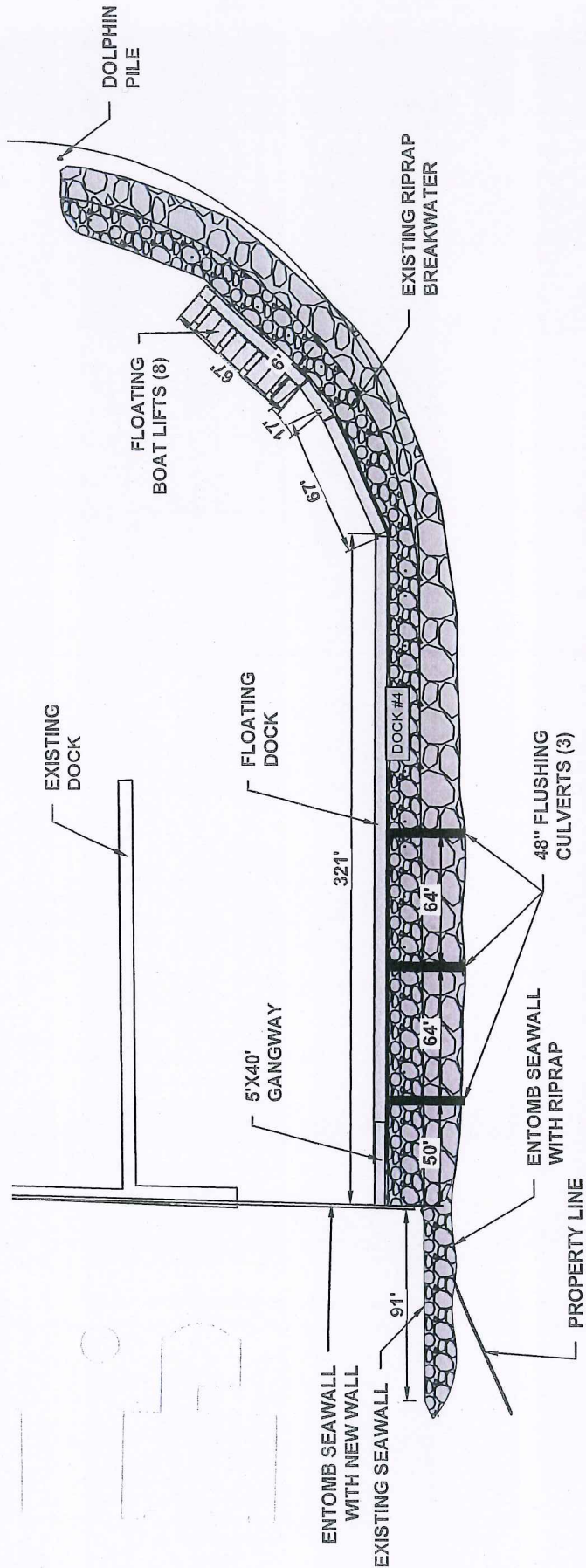


DESIGNED:	T.T.T.	DATE:	SCALE:
DRAWN BY:	RNJ		
CREATED:	09-04-14		
JOB NO.:	0701		
SHEET NO.:	09 OF 21		

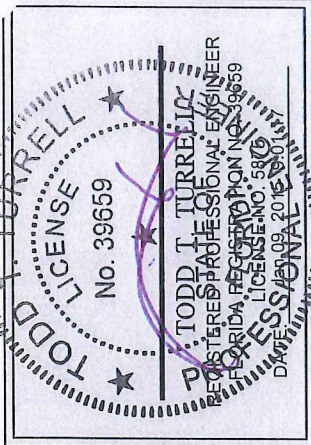
**TAMPA YACHT & COUNTRY CLUB**  
 DOCKS 1&2 - DETAILS

Turrell, Hall & Associates, Inc.  
 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B, Naples, FL 34104-3732  
 Phone: (239) 643-0166 Fax: (239) 643-6632  
 Email: tuma@turrell-associates.com





SEE SHEET 9 FOR PHASE A DOCKS 1 & 2 - DETAILS

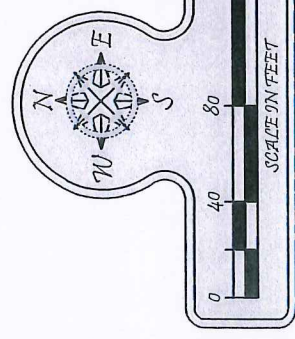


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- <> SURVEY COURTESY OF "MILLS & ASSOCIATES, INC"
- SURVEY DATED: 09-23-09

**REVISED**



DESIGNED:	T.T.T.	DATE	CHK BY:	CHANGED
DRAWN BY:				
CREATED:				
JOB NO.:	0701			
SHEET NO.:	101 OF 21			

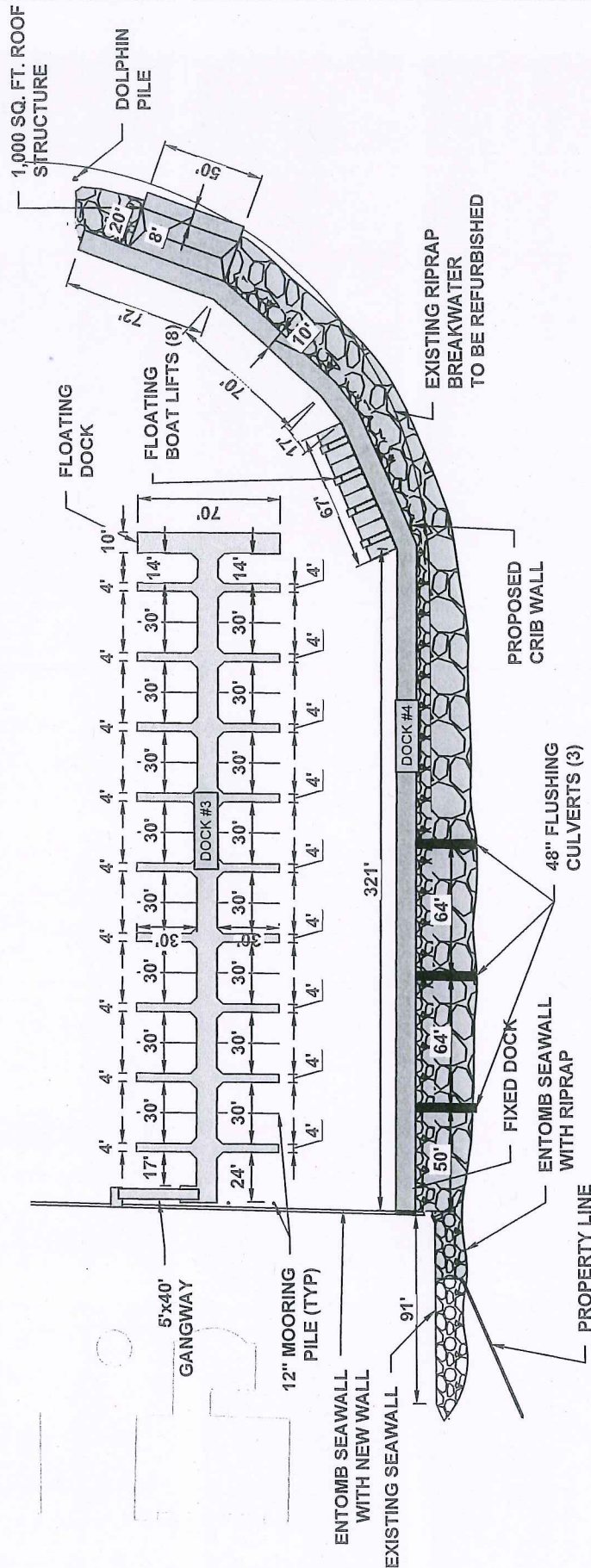
SECTION-11 TOWNSHIP-30S RANGE-18E

**TAMPA YACHT & COUNTRY CLUB**  
 PHASE 1 DOCKS 3&4 - DETAILS

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 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B. Naples, FL 34104-3732  
 Phone: (239) 643-0166 Fax: (239) 643-6632  
 Email: tturn@turrell-associates.com

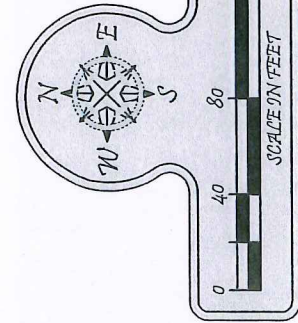
10-016 (R2)

10-D16 (R2)



SEE SHEET 9 FOR PHASE A DOCKS 1 & 2 - DETAILS

**REVISED**



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 <> SURVEY COURTESY OF "MILLS & ASSOCIATES, INC"  
 SURVEY DATED: 09-23-09

**TODD T. TURRILL**  
 LICENSE NO. 96659  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 96659  
 DATE 09-09-2015 9:01:22  
 PROFESSIONAL ENGINEER  
 STATE OF FLORIDA

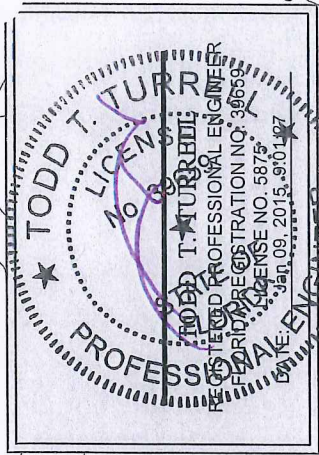
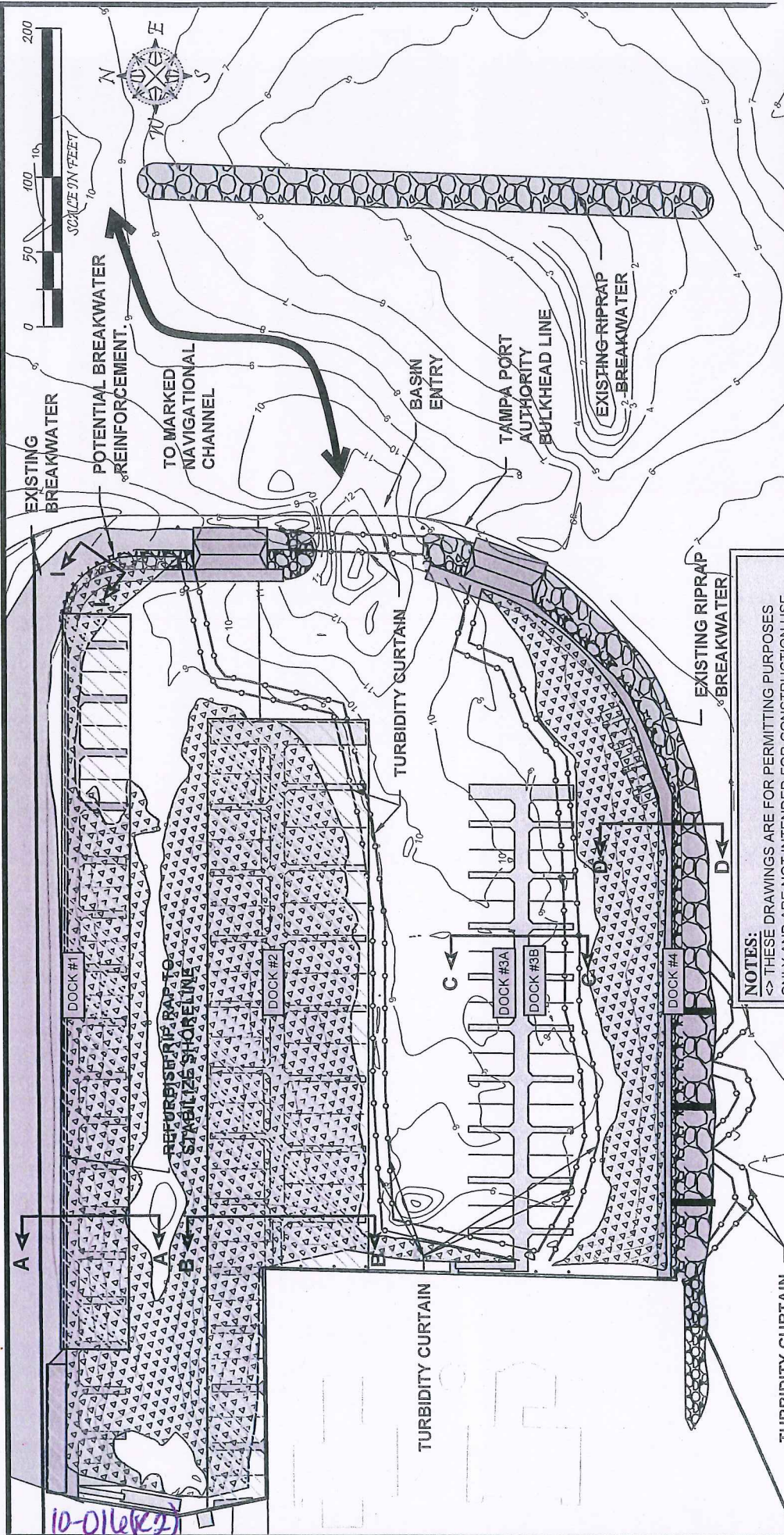
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 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B. Naples, FL 34104-3732  
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 Email: tturn@turrell-associates.com

**TAMPA YACHT & COUNTRY CLUB**  
 PHASE 2 DOCKS 3&4 - DETAILS

THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.

DESIGNED:	T.T.T.
DRAWN BY:	RNU
CREATED:	09-04-14
JOB NO.:	0701
SHEET NO.:	102 OF 21
SECTION - 11	TOWNSHIP - 30 S
	RANGE - 18 E



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ENVIRONMENTAL DEPT.

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- <> APPLICANT OWNS APPROX. 591 LF. OF SHORELINE.
- <> EXISTING OVERWATER STRUCTURE: APPX. 44,988.5 SF
- <> PROPOSED OVERWATER STRUCTURE: APPX. 87,733 SF
- <> WIDTH OF WATERWAY: 24,200' (MHW TO MHW)
- <> TOTAL PROTRUSION FROM MHW: 499 FT.
- <> TIDAL DATUM: MLW = -1.32' NAVD, MHW = +0.66' NAVD.
- <> DREDGE VOLUME TO -8 FT. MLW: APPROX. 4,675 CY, 126,225 CU. FT., DREDGE AREA: APPROX. 101,271 SQ. FT. (2.3 ACRES)
- <> SURVEY COURTESY OF "MILLS & ASSOCIATES, INC"
- <> SURVEY DATED: 09-23-09
- <> WATER DEPTHS COLLECTED BY TURRELL, HALL & ASSOCIATES, INC. DATA COLLECTED 01-29-10

DESIGNED:	T.T.T.
DRAWN BY:	RMJ
CREATED:	09-04-14
JOB NO.:	0701
SHEET NO.:	11 OF 21

SECTION - 11 TOWNSHIP - 30 S RANGE - 18 E

**TAMPA YACHT & COUNTRY CLUB**

**PROPOSED DREDGE**

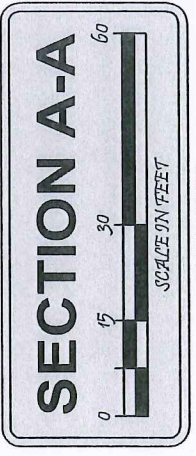
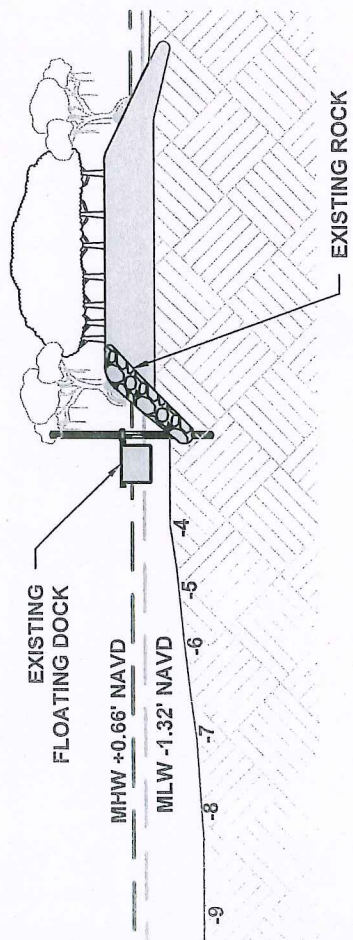
Turrell, Hall & Associates, Inc.  
Marine & Environmental Consulting  
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Phone: (239) 643-0166 Fax: (239) 643-6632  
Email: thna@turrell-associates.com

10-0116(2)

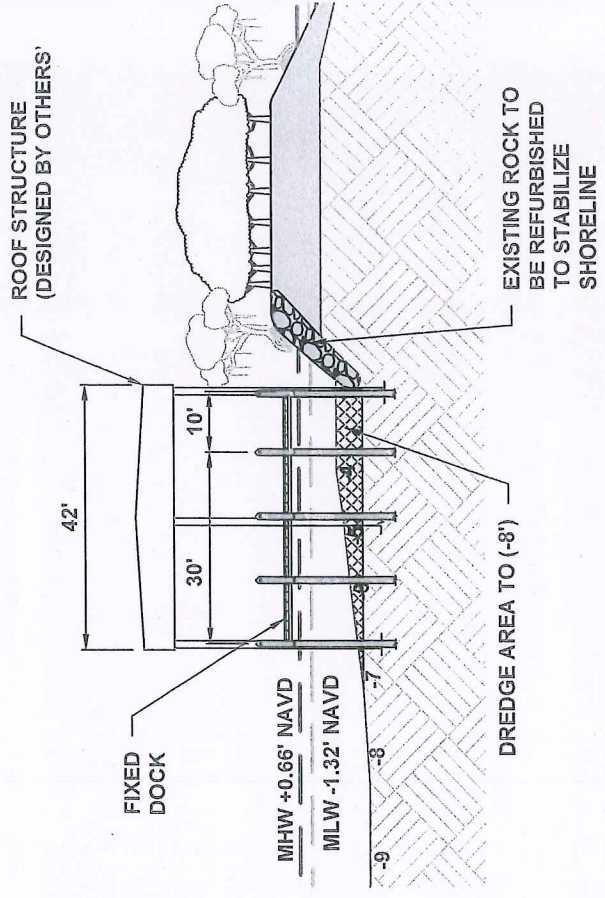
10-01b (R2)



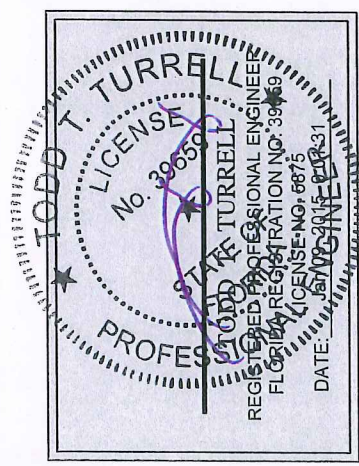
EXISTING



PROPOSED



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 SURVEY DATED: 09-23-09



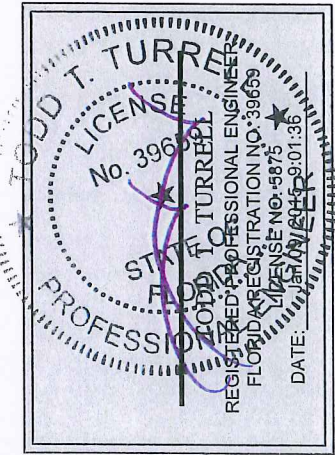
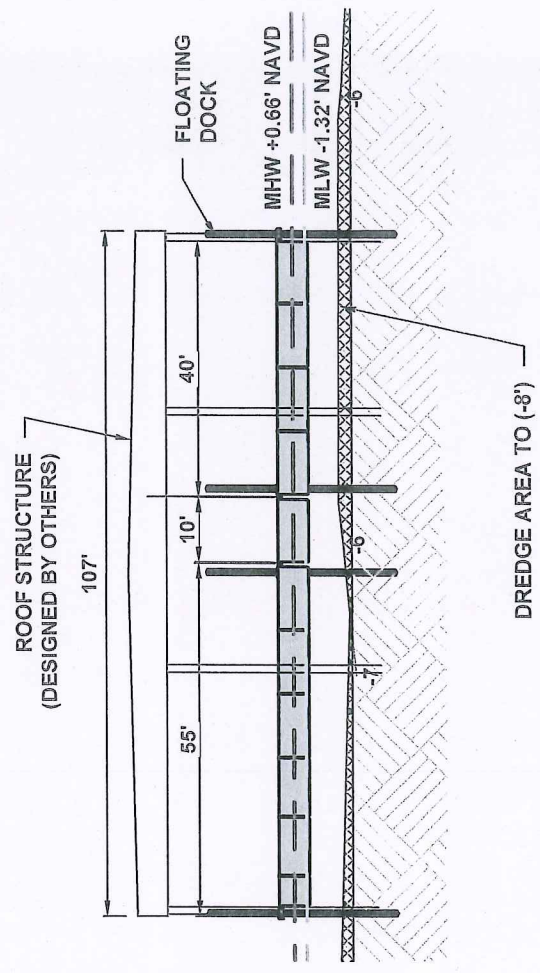
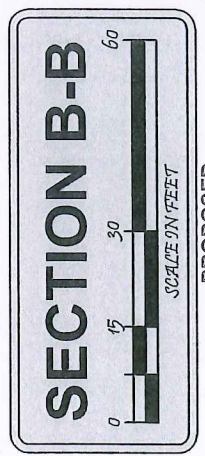
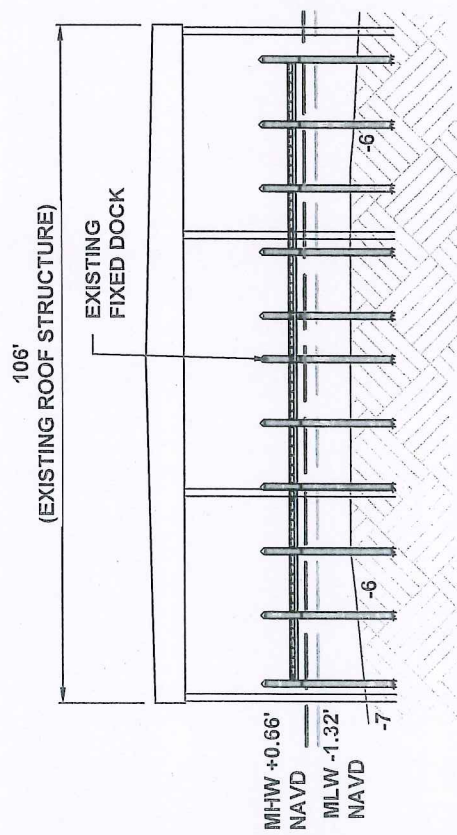
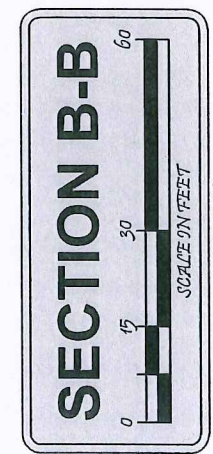
**Turrell, Hall & Associates, Inc.**  
 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B. Naples, FL 34104-3732  
 Email: [tturn@turrell-associates.com](mailto:tturn@turrell-associates.com) Phone: (239) 643-0166 Fax: (239) 643-6632

**TAMPA YACHT & COUNTRY CLUB**  
 SECTION AA

DESIGNED:	T.T.T.	REVISED:	DATE:	CHK BY:	CHANGED:
DRAWN BY:	RMJ	5.	-	-	-
CREATED:	09-04-14	4.	-	-	-
JOB NO.:	0701	3.	-	-	-
SHEET NO.:	12 OF 21	2.	-	-	-
		1.	-	-	-

SECTION- 11 TOWNSHIP- 30S RANGE- 18E

10-016(R2)



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FEB 09 2015  
ENVIRONMENTAL DEPT.

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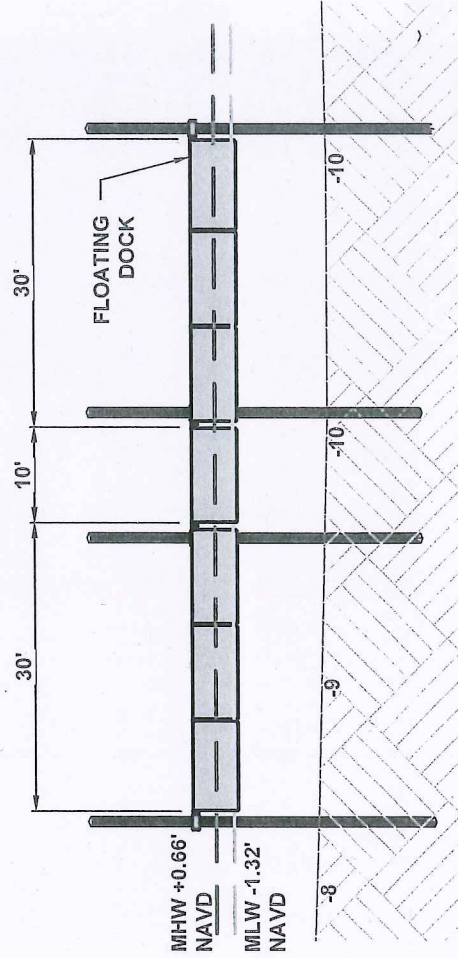
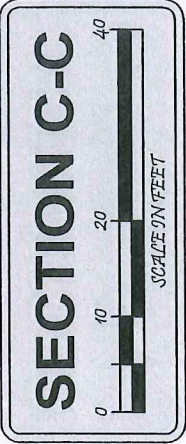
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 <> SURVEY COURTESY OF "MILLS & ASSOCIATES, INC"  
 SURVEY DATED: 09-23-09

DESIGNED:	T.T.T.	REVISED	DATE	CHK BY	CHANGED
DRAWN BY:	RAU	5.	-	-	-
CREATED:	06-04-14	4.	-	-	-
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SHEET NO.:	13 OF 21	2.	-	-	-
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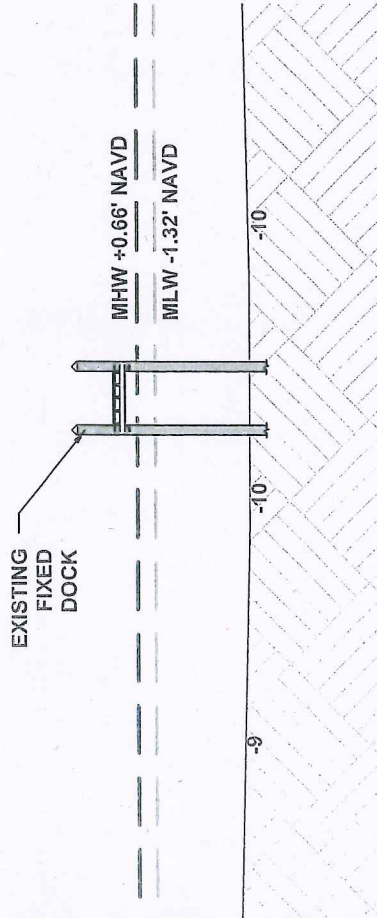
SECTION-11 TOWNSHIP-30S RANGE-18E

**TAMPA YACHT & COUNTRY CLUB**  
SECTION BB

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Marine & Environmental Consulting  
3584 Exchange Ave. Suite B. Naples, FL 34104-3732  
Email: [tun@turrell-associates.com](mailto:tun@turrell-associates.com) Phone: (239) 643-0166 Fax: (239) 643-6632

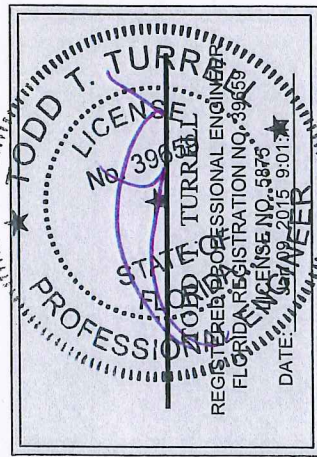


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 SURVEY DATED: 09-23-09



**REVISED**

**RECEIVED**  
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 ENVIRONMENTAL DEPT.

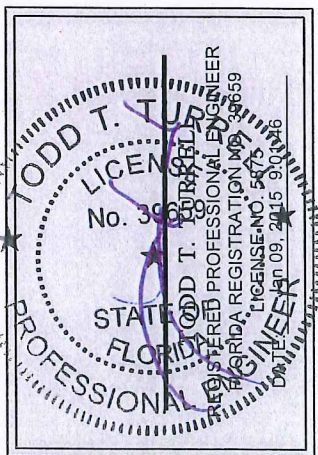
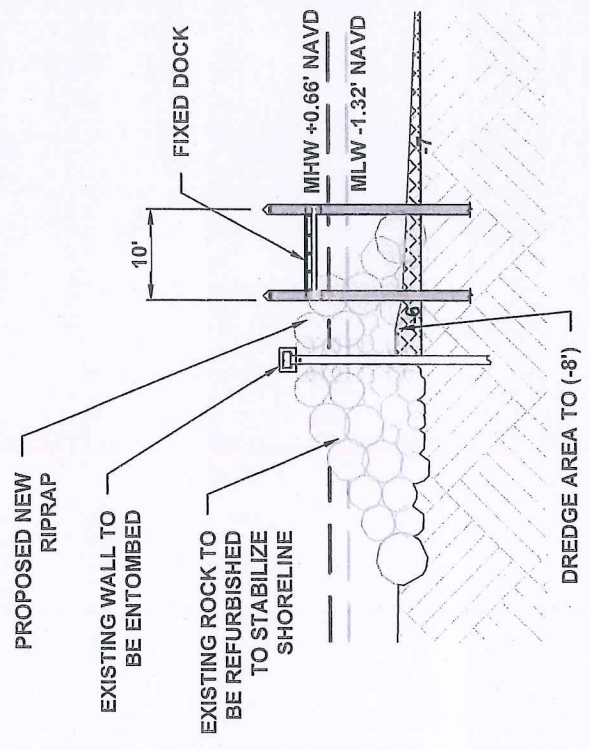
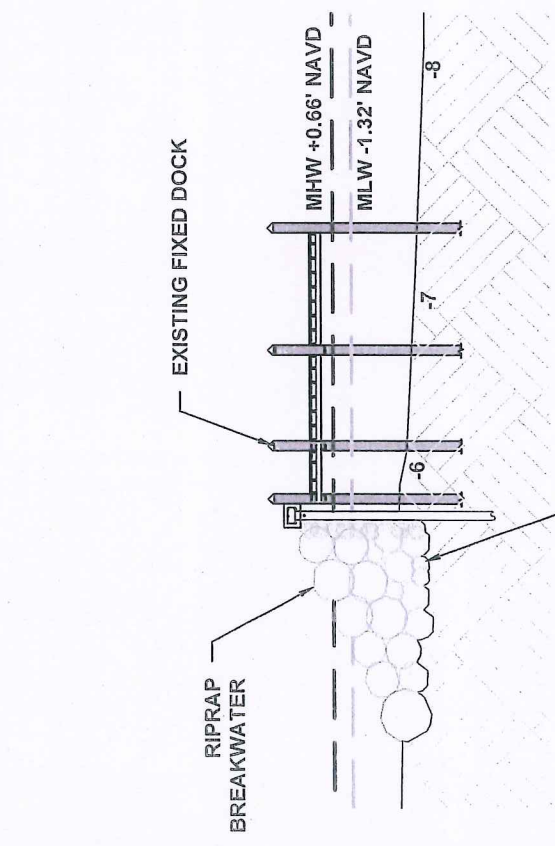
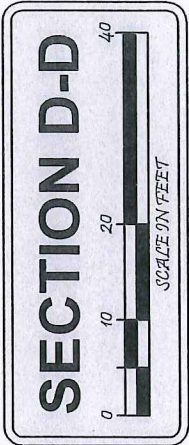
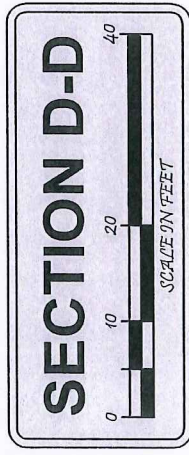


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 Phone: (239) 643-0166 Fax: (239) 643-6632  
 Email: tuma@turrell-associates.com

**TAMPA YACHT & COUNTRY CLUB**  
 SECTION CC

DESIGNED:	T.T.T.	REVISED BY:	DATE:	CHK BY:	CHANGED:
DRAWN BY:	RMJ	5	-	-	-
CREATED:	09/04/14	4	-	-	-
JOB NO.:	0701	3	-	-	-
SHEET NO.:	14 OF 21	2	-	-	-
		1	-	-	-
SECTION-11		TOWNSHIP-30 S		RANGE-18 E	

10-016(r2)



**REVISED**

**RECEIVED**  
FEB 09 2015  
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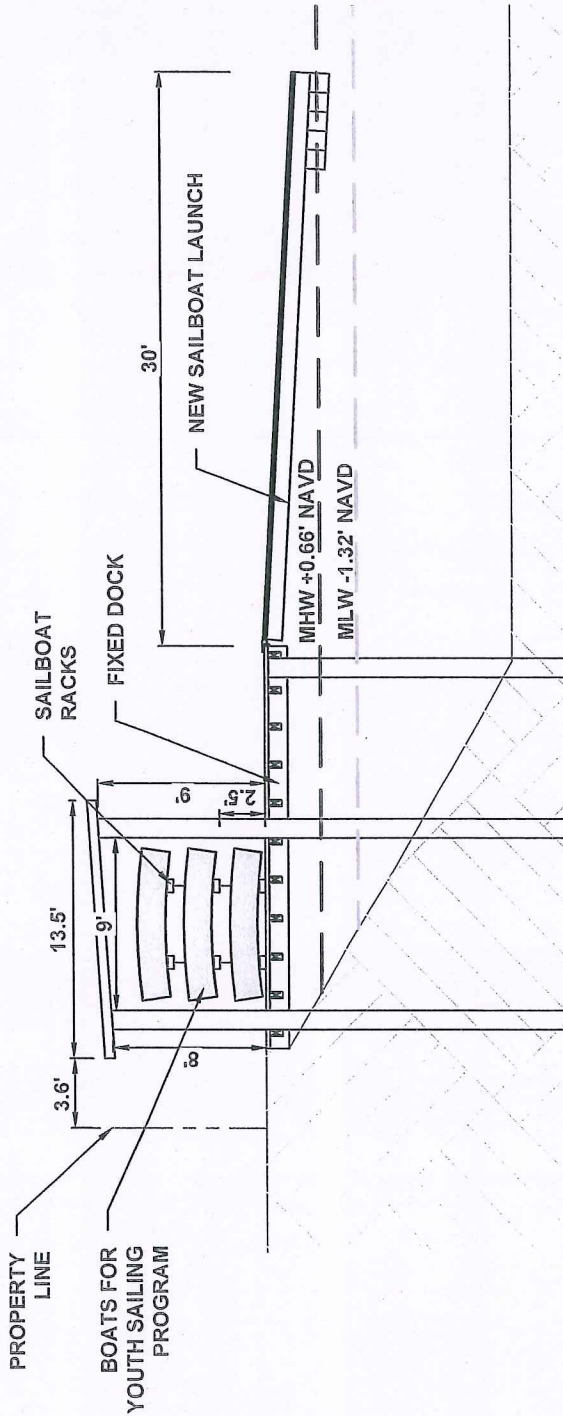
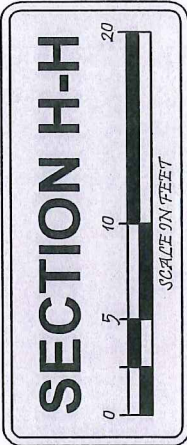
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 SURVEY DATED: 09-23-09

DESIGNED:	T.T.T.	DATE:	DATE:	DATE:	DATE:
DRAWN BY:	RMJ	09-04-14			
CREATED:	0701				
JOB NO.:	15 OF 21				
SHEET NO.:					

**TAMPA YACHT & COUNTRY CLUB**  
SECTION DD

**Turrell, Hall & Associates, Inc.**  
Marine & Environmental Consulting  
3584 Exchange Ave. Suite B, Naples, FL 34104-3732  
Phone: (239) 643-0166 Fax: (239) 643-6632  
Email: tma@turrell-associates.com

10-0116(R2)

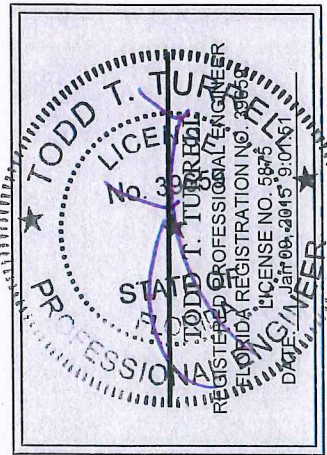


10-016 (R2)

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 SURVEY DATED: 09-23-09

**REVISED**

RECEIVED  
 FEB 09 2015  
 ENVIRONMENTAL DEPT.



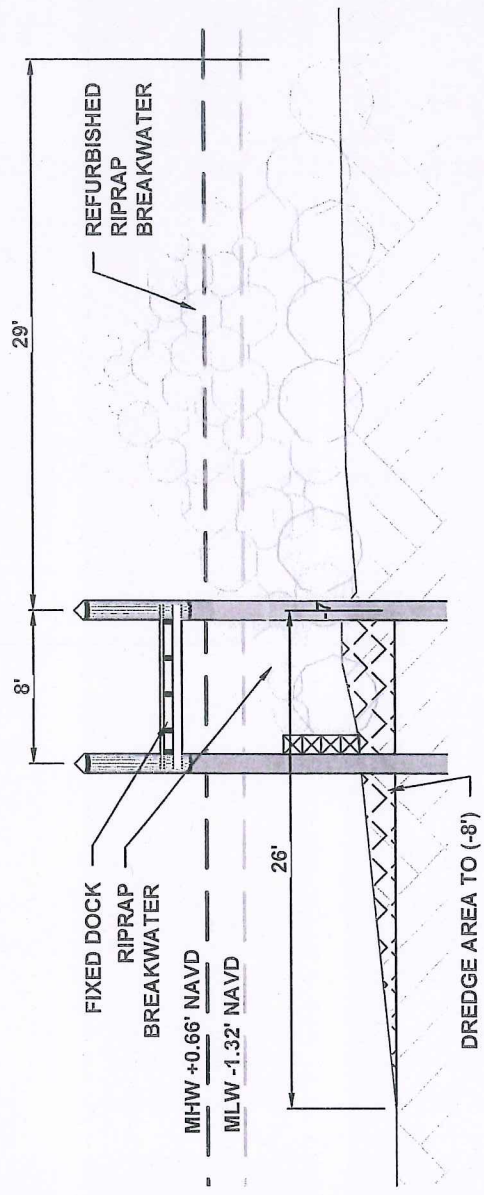
**TAMPA YACHT & COUNTRY CLUB**  
 SECTION HH

Turrell, Hall & Associates, Inc.  
 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B. Naples, FL 34104-3732  
 Phone: (239) 643-0166 Fax: (239) 643-6632  
 Email: tturn@turrell-associates.com

DESIGNED:	T.T.T.	DATE:	
DRAWN BY:		DATE:	
CREATED:		DATE:	
JOB NO.:	0701	DATE:	
SHEET NO.:	16 OF 21	DATE:	

SECTION-11 TOWNSHIP-30 S RANGE-18 E

**SECTION I-I**  
SCALE IN FEET



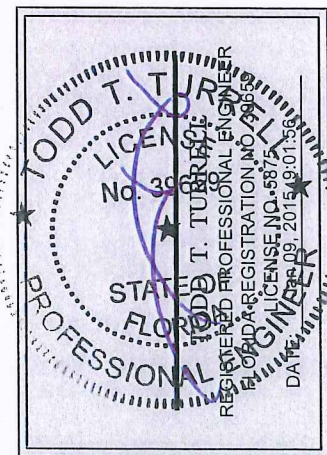
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 SURVEY DATED: 09-23-09

**REVISED**

**RECEIVED**

**FEB 09 2015**

**ENVIRONMENTAL DEPT.**



DESIGNED:	T.T.T.	REVISED:	DATE:	CHK BY:	DATE:
DRAWN BY:	RMJ	5.	-	-	-
CREATED:	12-02-14	4.	-	-	-
JOB NO.:	0701	3.	-	-	-
SHEET NO.:	17 OF 21	2.	-	-	-
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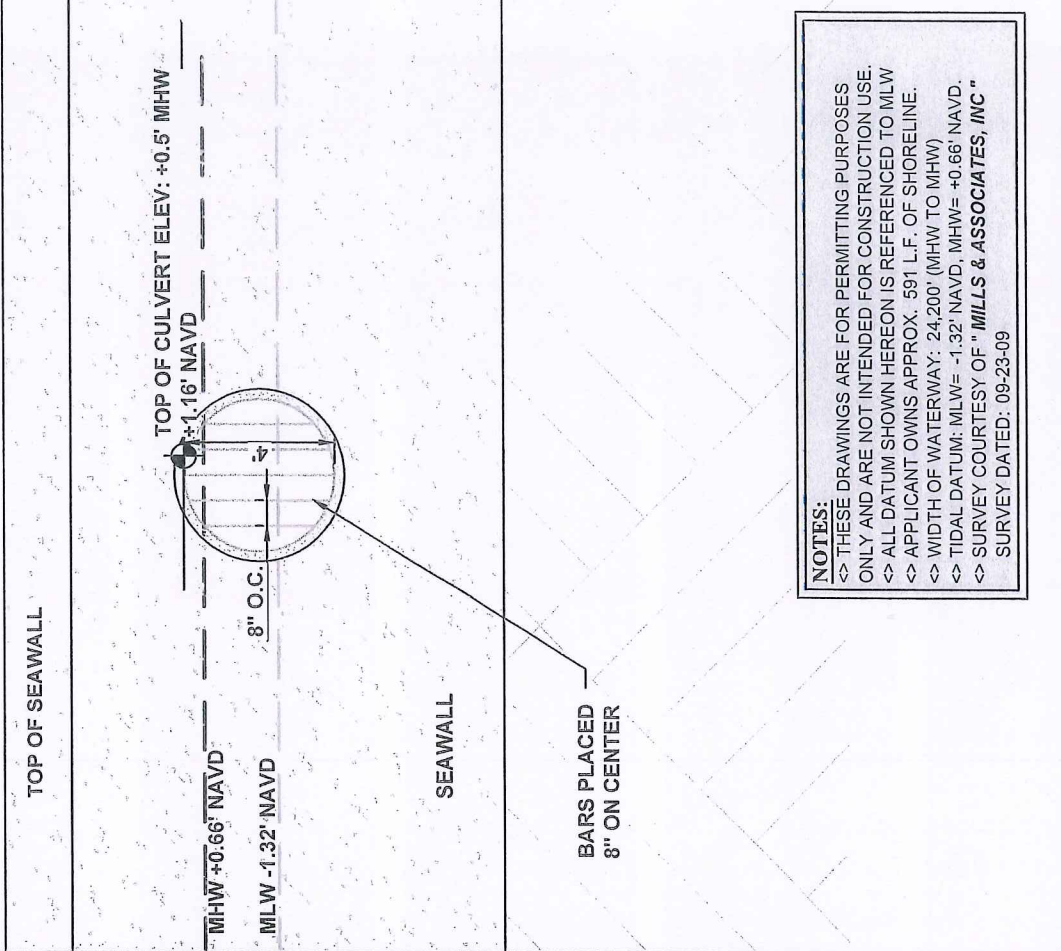
**TAMPA YACHT & COUNTRY CLUB**  
**SECTIONS II**

**Turrell, Hall & Associates, Inc.**  
 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B, Naples, FL 34104-3732  
 Phone: (239) 643-0166 Fax: (239) 643-6632  
 Email: tturna@turrell-associates.com

10-016 (R2)

SECTION EE  
SCALE IN FEET  
0 2.5 5 10

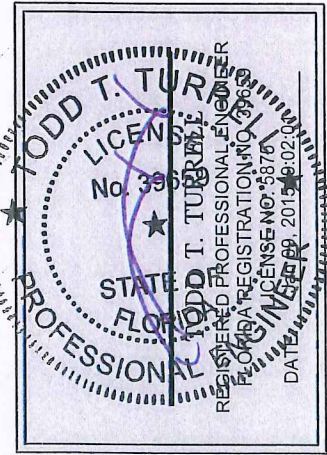
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 <> WIDTH OF WATERWAY: 24.200' (MHW TO MHW)  
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 <> SURVEY COURTESY OF "MILLS & ASSOCIATES, INC"  
 SURVEY DATED: 09-23-09

REVISED

RECEIVED  
 FEB 09 2015  
 ENVIRONMENTAL DEPT.



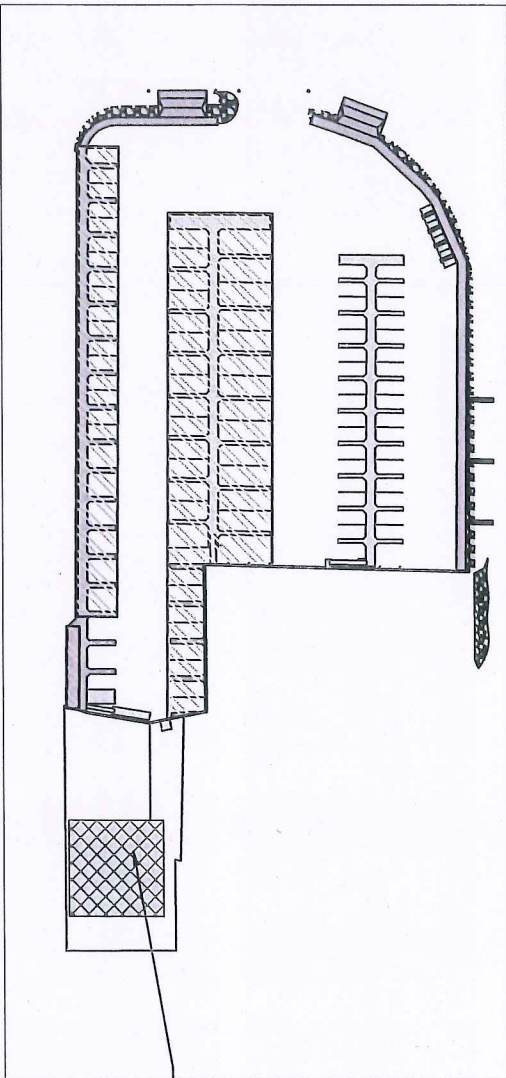
**Turrell, Hall & Associates, Inc.**  
 Marine & Environmental Consulting  
 3584 Exchange Ave, Suite B, Naples, FL 34104-3732  
 Email: tura@turrell-associates.com Phone: (239) 643-0166 Fax: (239) 643-6632

**TAMPA YACHT & COUNTRY CLUB**  
 FLUSHING CULVERT

DESIGNED:	T.T.T.	REVISION	DATE	CHK'D BY	CHANGES
DRAWN BY:	RMJ	4.	-	-	-
CREATED:	08-04-14	3.	-	-	-
JOB NO.:	0701	2.	-	-	-
SHEET NO.:	18 OF 21	1.	-	-	-

SECTION-11 TOWNSHIP-30 S RANGE-18 E

10-016(R2)



ALTERNATE LOCATION FOR PERCOLATION SITE

100'x100'x3' CONTAINMENT AREA

SPOIL MATERIAL NOT TO EXCEED 3'

STAKED SILT SCREEN  
HAY BALE

PAVEMENT REMOVED TO ALLOW WATER TO PERCOLATE

PERCOLATION SITE SECTION

RECEIVED

FEB 09 2015

ENVIRONMENTAL DEPT.

**TODD T. TURRELL**  
 LICENSE No. 39659  
 STATE OF FLORIDA  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 39659  
 SCIENCE 5875  
 DATE: FEB 09 2015

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 SURVEY DATED: 09-23-09

REVISED

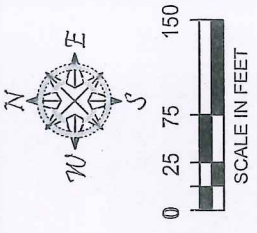
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DRAWN BY:	RMJ		
CREATED:	09-04-14		
JOB NO.:	0701		
SHEET NO.:	19 OF 21		

**TAMPA YACHT & COUNTRY CLUB**  
**PERCOLATION PLAN**

**Turrell, Hall & Associates, Inc.**  
 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B. Naples, FL 34104-3732  
 Phone: (239) 643-0166 Fax: (239) 643-6632  
 Email: tura@turrell-associates.com

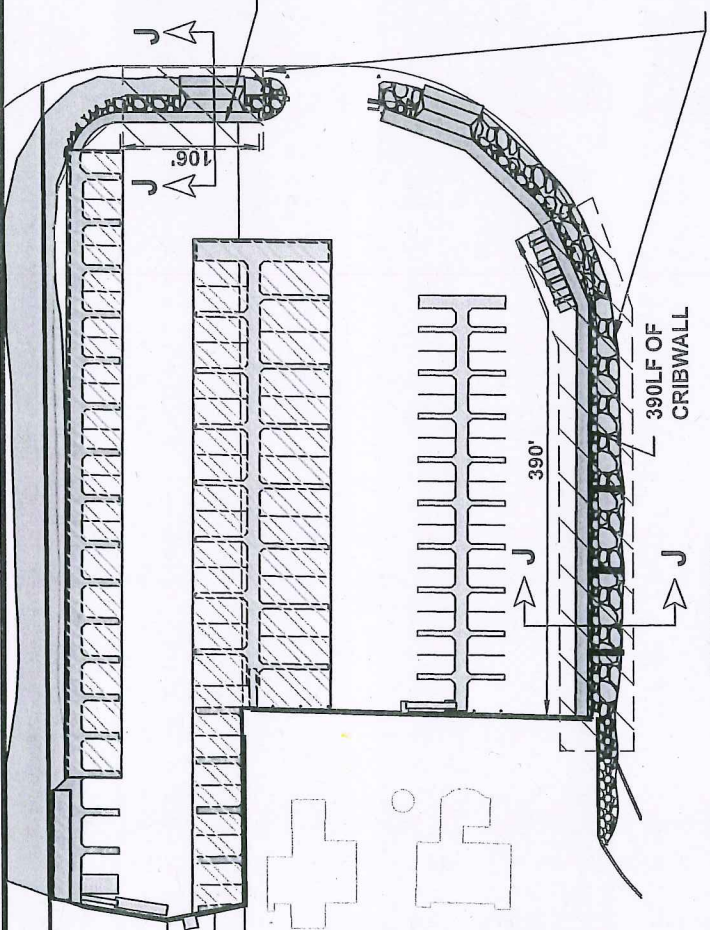
SECTION-11 TOWNSHIP-30 S RANGE-18 E

10-016(R2)



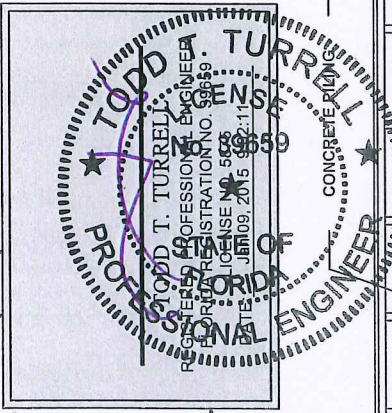
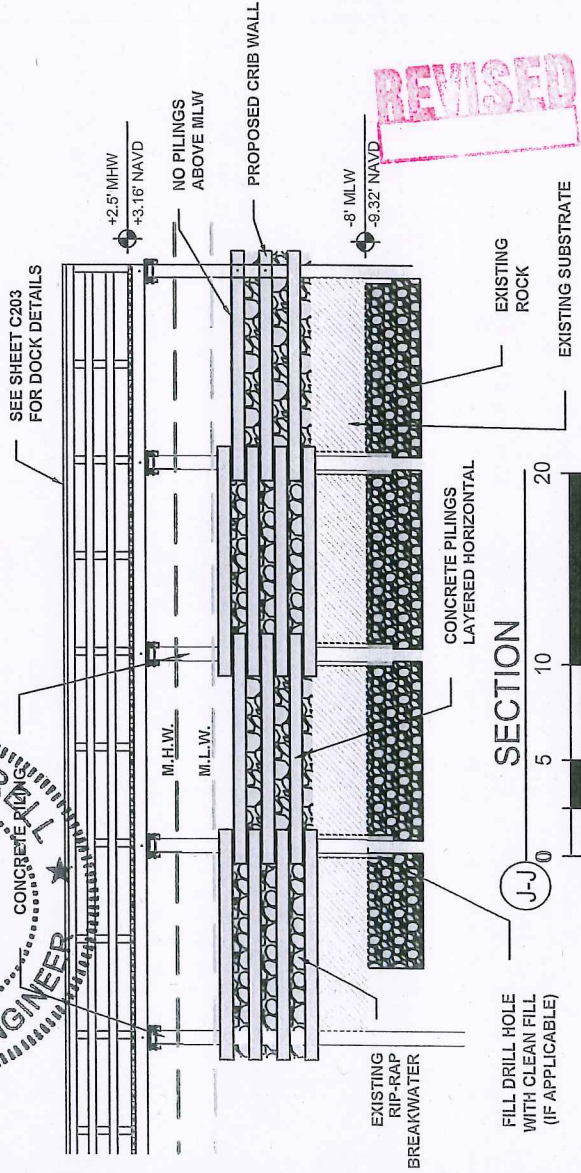
106LF OF CRIBWALL

AREA FOR CRIBWALL TOE SUPPORT



RECEIVED  
FEB 09 2016  
ENVIRONMENTAL DEPT.

REVISED



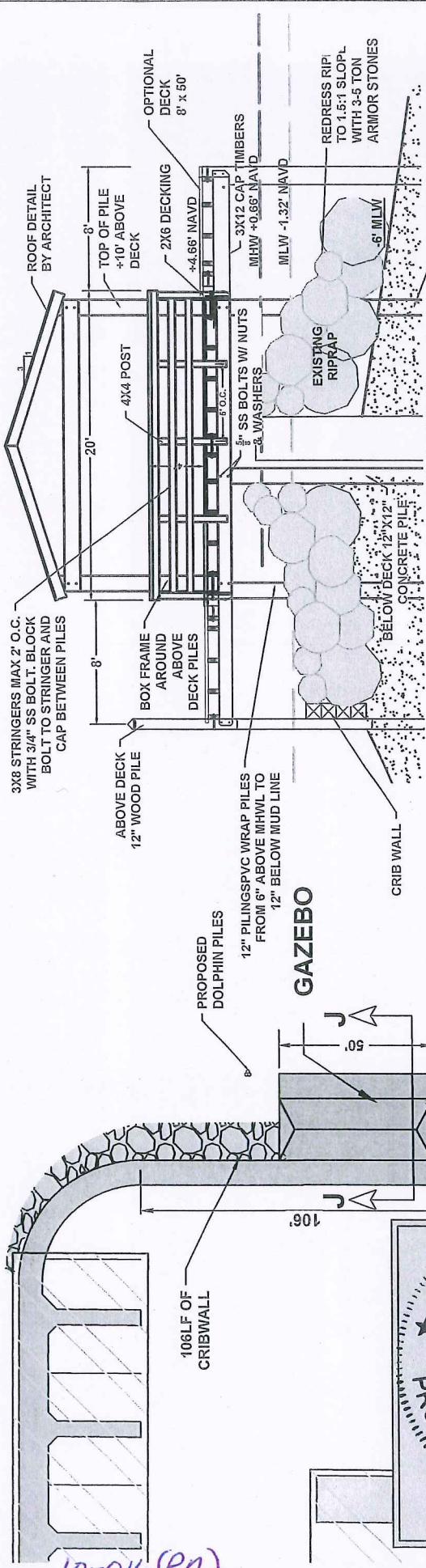
10-016 (R2)

**TAMPA YACHT & COUNTRY CLUB**  
**BREAKWATER DETAILS**

Turrell, Hall & Associates, Inc.  
Marine & Environmental Consulting  
3584 Exchange Ave. Suite B, Naples, FL 34104-3732  
Phone: (239) 643-0166 Fax: (239) 643-6632  
Email: turrell@turrell-associates.com

DESIGNED:	T.T.T.	REVISION	DATE	BY	REASON
DRAWN BY:	RAJ	5.	-	-	-
CREATED:	09-04-14	4.	-	-	-
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		1.	-	-	-

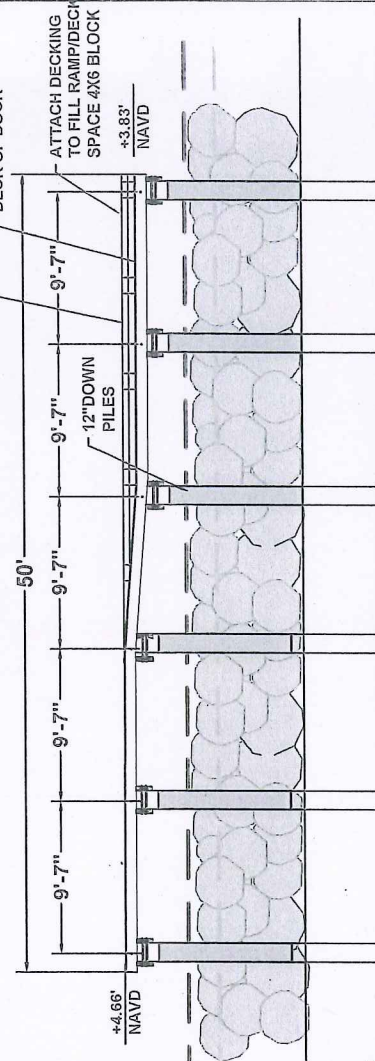
SECTION-11 TOWNSHIP-30S RANGE-18E



SECTION J-J



SCALE IN FEET



OPTIONAL DECK SECTION

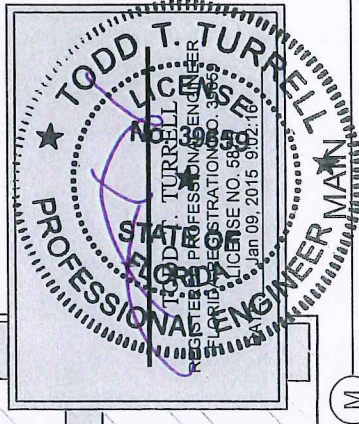
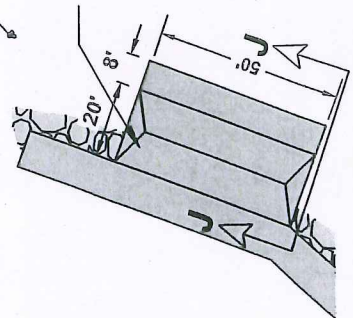


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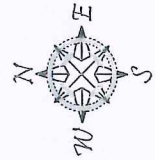
REVISED

RECEIVED  
FEB 09 2015  
ENVIRONMENTAL DEPT.

GAZEBO



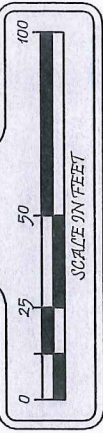
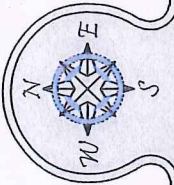
SCALE IN FEET



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CREATED:	09-04-14	2	-	-	-
JOB NO.:	0701	3	-	-	-
SHEET NO.:	21 OF 21	4	-	-	-
		5	-	-	-

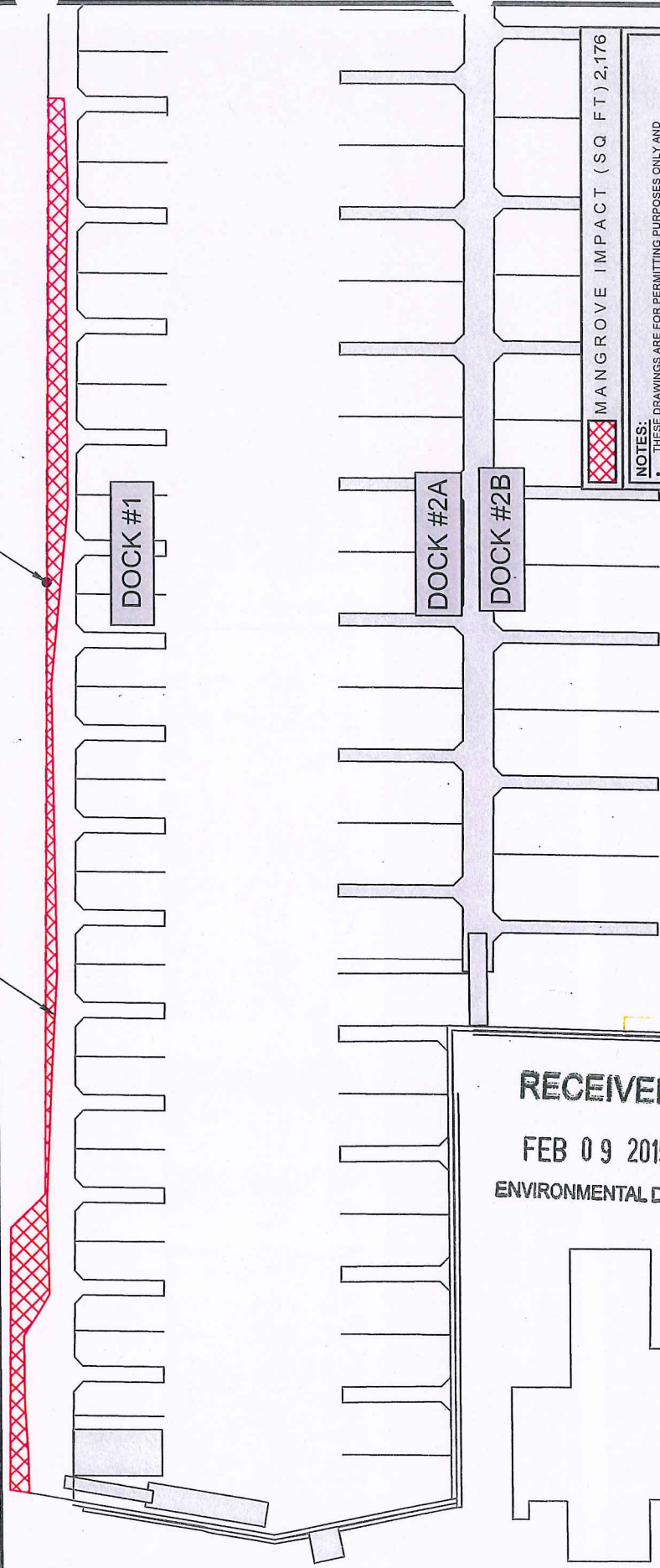
TAMPA YACHT & COUNTRY CLUB  
GAZEBO DETAILS

Turrell, Hall & Associates, Inc.  
Marine & Environmental Consulting  
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Email: tturn@turrell-associates.com



EXISTING NIGHT  
HERON NEST

EXISTING MANGROVES



MANGROVE IMPACT (SQ. FT.) 2,176

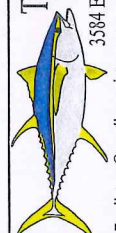
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\*\* SURVEY COURTESY OF: "MILLS & ASSOCIATES, INC."  
\*\* SURVEY DATED: 09-23-09

DESIGNED:	T.T.T.	DATE:	CHANGED:
DRAWN BY:	RMJ		
CREATED:	09-17-2014		
JOB NO.:	0701		
SHEET NO.:	01		

**TAMPA YACHT & COUNTRY CLUB**  
**DOCK ONE MANGROVE IMPACTS**

**RECEIVED**  
**FEB 09 2015**  
**ENVIRONMENTAL DEPT.**

**Turrell, Hall & Associates, Inc.**  
 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B, Naples, FL 34104-3732  
 Email: [turrell-associates.com](mailto:turrell-associates.com) Phone: (239) 643-0166 Fax: (239) 643-6632



SECTION-11 TOWNSHIP-30S RANGE-18E

10-016 (R2)

114533

**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA }  
COUNTY OF Hillsborough County } ss

Before the undersigned authority personally appeared Johnnie Murry who on oath says that he/she is Legal Clerk of the Tampa Bay Times a daily newspaper published at St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: PTB SWP #10-016 was published on Tampa Bay Times: 4/10/15. in said newspaper in the issues of Baylink Hillsborough

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

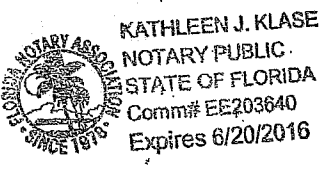
Johnnie Murry  
Signature of Affiant

Sworn to and subscribed before me this 04/10/2015.

Kathleen J. Klase  
Signature of Notary Public

Personally known X or produced identification

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



**PORT TAMPA BAY**  
**NOTICE OF PUBLIC HEARING**

Notice is given that the Tampa Port Authority d/b/a Port Tampa Bay (PTB) will hold a Public Hearing at 10:00 a.m., Monday, May 4, 2015 at its office located at 1101 Channelside Drive, Tampa, FL 33602, to hear public comments regarding the following Standard Work Permit (SWP) application request:

**SWP Application #10-016 Revision #2 Submitted by Tampa Yacht and Country Club for Re-Designed Replacement of the Marina Dock Complex, Breakwater and Seawall Improvements, and Maintenance Dredging**

The permit application is on file and available for inspection at PTB offices from 8:30 a.m. until 12:00 noon and from 1:00 p.m. to 5:00 p.m., Monday through Friday (except holidays). Additional information is available online at [www.tampaport.com](http://www.tampaport.com). Written comments may be submitted in advance to the PTB Environmental Department (at the above referenced address), and/or oral and written comments 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 telecopy (813) 905-5029, at least 48 hours prior to the hearing.

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION OF THE TAMPA PORT AUTHORITY d/b/a PORT TAMPA BAY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH 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. (114533) 4/10/2015

10-016(R2)



**TURRELL, HALL & ASSOCIATES, INC.**  
*MARINE & ENVIRONMENTAL CONSULTING*

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3584 Exchange Avenue, Suite B • Naples, Florida 34104-3732 • (239) 643-0166 • Fax (239) 643-6632

February 2, 2015

Jackie Jullien  
Environmental Supervisor  
Tampa Port Authority  
1101 Channelside Dr  
Tampa, FL 33602-3612

**RE: Variance Request**  
**Work Permit No: 10-016**  
**Tampa Yacht and Country Club's Marina Complex**

58

Dear Ms. Jullien:

With the modification to our Standard Work Permit we need to modify our Variance Request. The new dock plan modified the roof layout and resulted in an increase in overwater roof area. The existing variance is for a total of 61,850SF of roofs and the new plan includes 70,908SF, a 9,058SF increase. Copies of the previous design and proposed design are attached to this request for reference.

The variance is from Port of Tampa rule V.2.a. regarding the proposed covered docks at Tampa Yacht and Country Club (TYCC). The club has been offering covered docks to its members since the 1960's and would like to retain the right to construct a new roof structure over the docks during the marina rehabilitation and expansion. Please find below our responses, in **bold**, to the five variance conditions listed in rule II.E. of the TPA rules:

1. The variance requested arises from a condition that is unique and peculiar to the riparian upland property and adjacent submerged lands;

**This facility is unique in the fact that the club has existing covered docks which have been in place since the 1960's and would like to continue providing this vested amenity. The new roof structures are proposed on the northern portion which are blocked from the northern riparian neighbor's view by the shared vegetated breakwater. No covered docks are proposed for the southern portion of the marina.**

2. The granting of a variance will not adversely impact the resource quality, aesthetic value, or general quality of public uses within the affected waterbody;

**The proposed roof structures are only proposed within the confines of the marina basin and therefore should not have any negative effect on the public's use of Tampa Bay. A submerged resource survey was conducted within the existing basin and expansion area which verified that there are no seagrasses or oyster beds.**

**Consequently, there will be no adverse impact from the proposed roofs or dock structures as no resources were found within the proposed footprint of the new marina.**

3. The variance requested is the minimum necessary to allow reasonable use to the Jurisdictional Lands;

**This condition does not apply since access to the facility has been provided historically. The proposed roofs are only planned for the northern portion of the marina, the southern portion will not be covered.**

4. The variance requested is not contrary to the general spirit and intent of this rule;

**Most of this rule addresses overwater housing, restaurants, bars, and enclosed structures. The existing and proposed covered docks are located within the confines of the marina basin and will not interfere with the public's access or use of Tampa Bay.**

59

5. The activity applied for directly relates to the exercise of a right commonly associated with the ownership of riparian property;

**The proposed covered docks are associated with the historic marina and upland property; as a result this amenity should be considered vested, as the marina has provided covered docks since the mid 1960's. Covered docks are common throughout Florida and the proposed docks have already been permitted by the State and Federal Governments.**

Please contact me if you have any questions.

Regards,

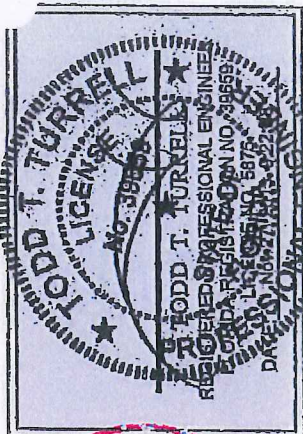
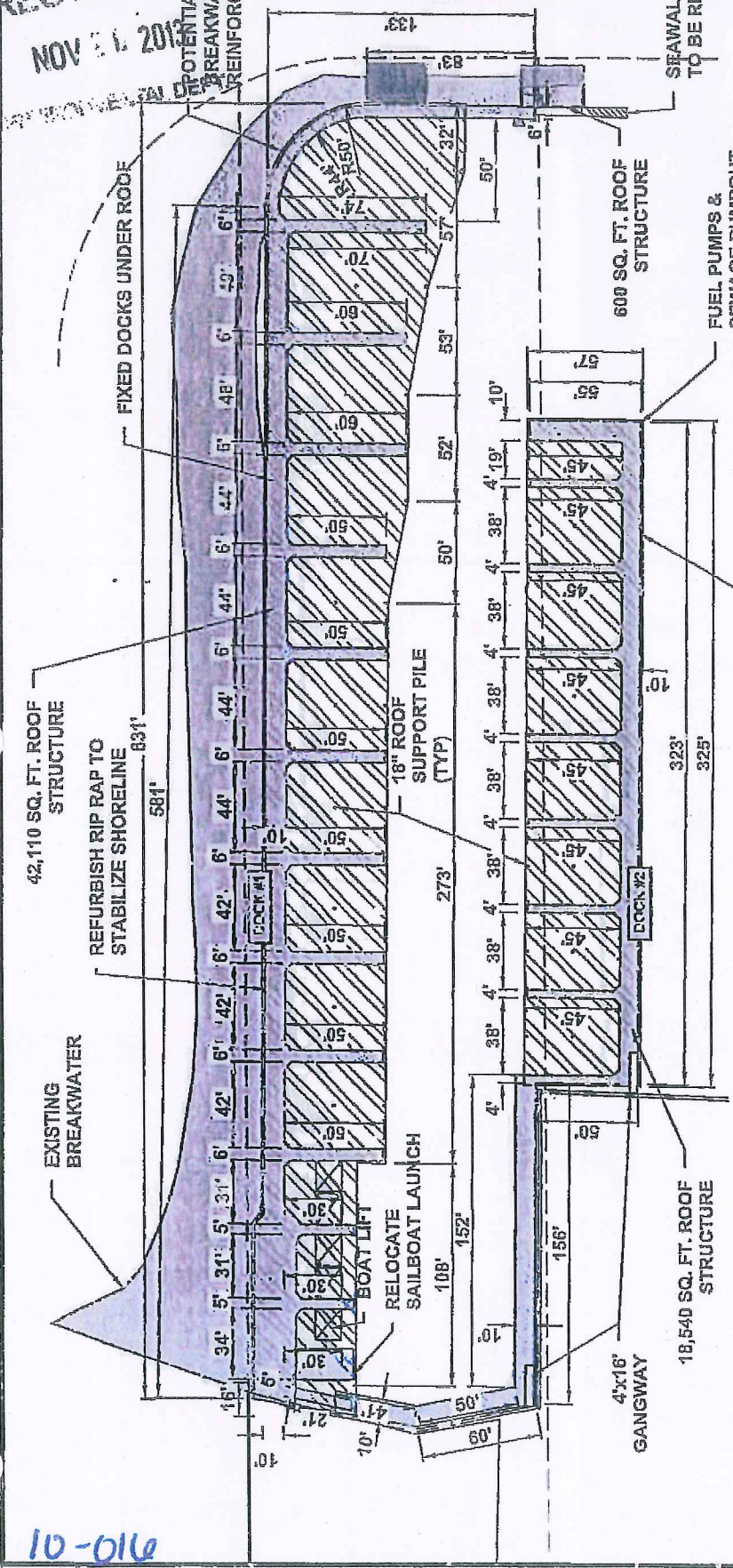


Joshua W. Maxwell, E.I.T./Project Manager

Enclosures

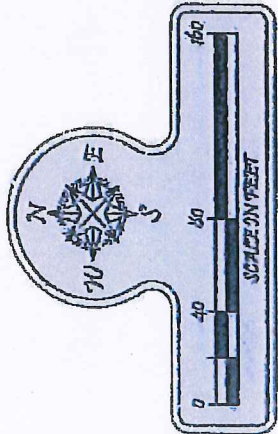
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**REVISED**



**NOTES:**  
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 <- PROPOSED OVERWATER STRUCTURE: APPX. 79,628.6 SF  
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 SURVEY DATED: 09-23-08

SEE SHEET 10 FOR PHASE A DOCKS 3 & 4 - DETAILS



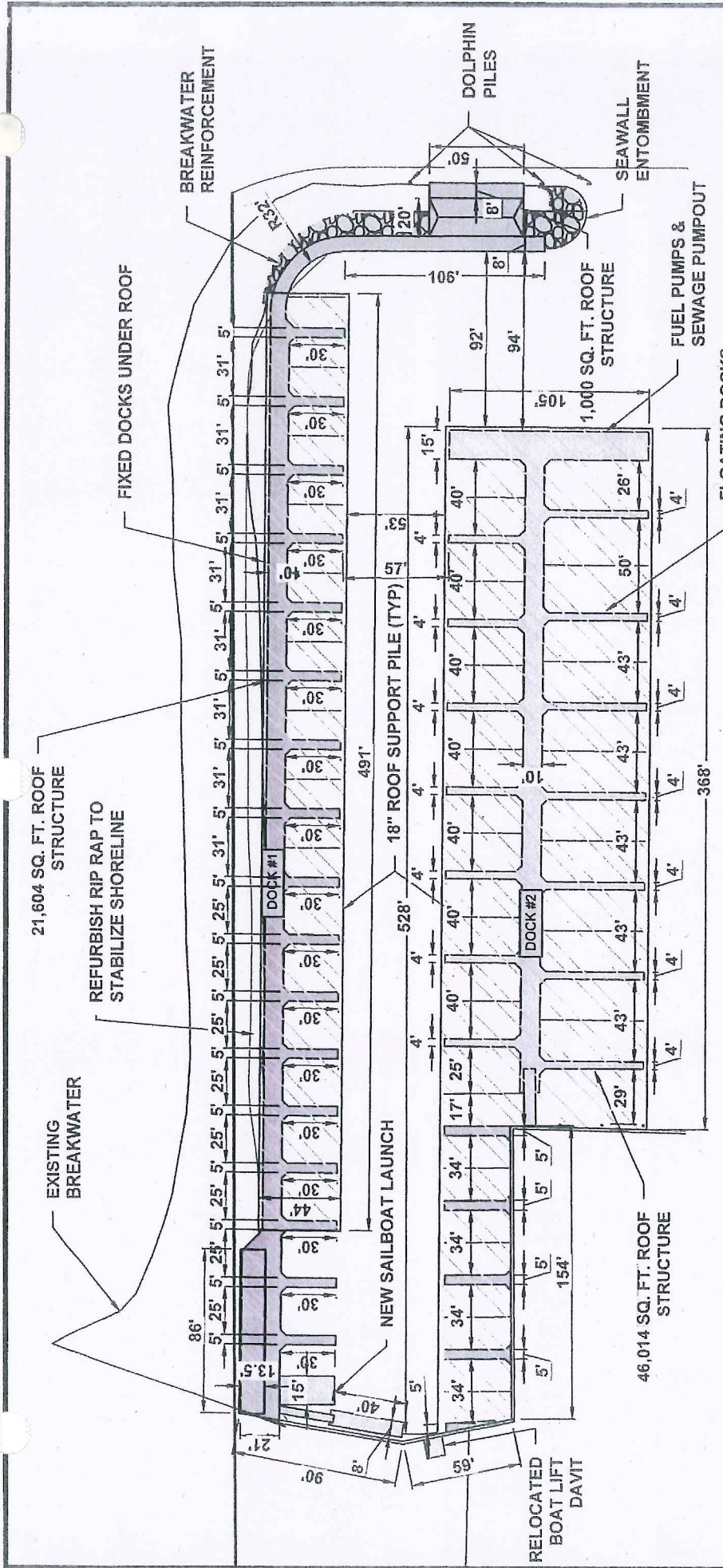
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CREATED:	05/04/2011	DATE PLOTTED:	11/16/11
JOB NO.:	0701	SCALE:	AS SHOWN
SHEET NO.:	09 OF 10	TITLE:	DOCKS 1&2 - DETAILS

**TAMPA YACHT & COUNTRY CLUB**  
DOCKS 1&2 - DETAILS 80

**Turrell, Hall & Associates, Inc.**  
 Marine & Environmental Consulting  
 3584 Exchange Ave. Suite B, Naples, FL 34104-3732  
 Email: ttt@turrell-hall.com Phone: (239) 643-0166 Fax: (239) 643-6632

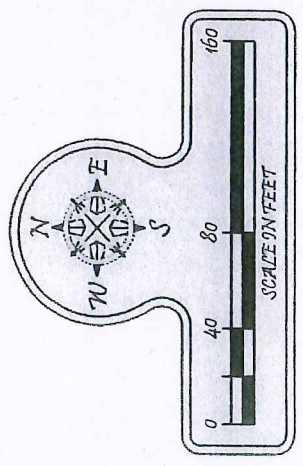
OLD PLAN

10-016  
10-016(2)



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- <> PROPOSED OVERWATER STRUCTURE: APPX. 87,733 SF
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- SURVEY DATED: 09-23-09



SEE SHEET 10 FOR PHASE A DOCKS 3 & 4 - DETAILS

DESIGNED:	T.T.T.	3
DRAWN BY:	RJA	4
CREATED:	09/04/14	3
JOB NO.:	0701	2
SHEET NO.:	00 OF 21	1

SECTION - 11 TOWNSHIP - 30 S RANGE - 18 E

# TAMPA YACHT & COUNTRY CLUB

## DOCKS 1&2 - DETAILS

**Turrell, Hall & Associates, Inc.**  
 Marine & Environmental Consulting  
 3584 Exchange Ave, Suite B, Naples, FL 34104-3732  
 Phone: (239) 643-0166 Fax: (239) 643-6632  
 Email: tturn@turrell-associates.com

10-016 (2)

**SUBJECT: AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN  
PORT TAMPA BAY AND TAMPA BAY ESTUARY PROGRAM**

**BACKGROUND:**

The Tampa Bay National Estuary Program was established in 1991 to assist the Tampa Bay area in developing a comprehensive plan to restore and protect Tampa Bay. The Tampa Bay National Estuary Program is a part of a national network of twenty-eight (28) National Estuary Programs established under the Federal Clean Water Act and administered by the United States Environmental Protection Agency (EPA) under authority of Section 163.01(7), *Florida Statutes*.

At its November 18, 1997 meeting, the Port Tampa Bay (PTB) Board approved the Tampa Bay National Estuary Program Interlocal Agreement (now known as the Tampa Bay Estuary Program) which went into effect on February 27, 1998. Through this agreement, PTB is involved with action plans addressing dredging management, bay sediment quality, vessel transportation, bay nitrogen loads, and habitat restoration. PTB is a charter member of the Management Board of the Tampa Bay Estuary Program, which joined with key regional industries to create a public/private partnership known as the Tampa Bay Nitrogen Management Consortium (Consortium).

**FACTS/COMMENTS:**

Local government and regulatory agency participants in the Tampa Bay Estuary Program consist of thirteen parties, including PTB, as well as the United States EPA and the Army Corps of Engineers. All parties have developed and unanimously adopted a Comprehensive Conservation and Management Plan (CCMP), known as *Charting the Course* (dated December 1996 and updated in May 2006 and amended in February 2013) and are committed to its successful implementation. The CCMP seeks to ensure the health of Tampa Bay as an important aspect of the region's environment and economy. To achieve the CCMP goals, an Amended and Restated Interlocal Agreement is needed which continues to emphasize the regional cooperation and regulatory flexibility that allows the parties to select cost effective and environmentally beneficial bay improvement options for their communities, as long as the goals of the CCMP are met.

The term of the Amended and Restated Interlocal Agreement is perpetual, commencing on the date that all parties have executed the agreement and filing has been completed.

The Agreement does not require any direct PTB funding or development of new projects.

**RECOMMENDATION:**

Authorize the Port President/CEO or his designee to execute the Amended and Restated Interlocal Agreement with the Tampa Bay Estuary Program, subject to review and approval by the Chief Legal Officer.

Tampa Bay Estuary Program  
 Amended and Restated Interlocal Agreement  
 Status as of May 5, 2015

Entity	Status
Clearwater	Approved and signature page received
St. Petersburg	
Tampa	Scheduled for June 4
Manatee County	Scheduled for May 19
Hillsborough County	
Pinellas County	Approved and signature page received
FDEP	
SWFWMD	Scheduled for May 19
FFWCC FWRI	Approved and signature page received
EPCHC	Scheduled for June 18
Tampa Port Authority	Scheduled for May 19
TB Regional Planning Council	
Tampa Bay Water	Approved and signature page received
EPA MOU supporting IA	Approved and signature page received
ACOE Joinder	

**TAMPA BAY ESTUARY PROGRAM  
AMENDED AND RESTATED INTERLOCAL AGREEMENT**

**THIS TAMPA BAY ESTUARY PROGRAM INTERLOCAL AGREEMENT** (the “Agreement”) is executed and made effective by and among the following governmental entities: 1. CITY OF CLEARWATER, a Florida municipal corporation; 2. CITY OF ST. PETERSBURG, a Florida municipal corporation; 3. CITY OF TAMPA, a Florida municipal corporation; 4. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, a Florida state agency; 5. FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION’S FISH AND WILDLIFE RESEARCH INSTITUTE, an institute; 6. HILLSBOROUGH COUNTY, a Florida political subdivision; 7. THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY, a political<sup>65</sup> subdivision of the State of Florida; 8. MANATEE COUNTY, a Florida political subdivision; 9. PINELLAS COUNTY, a Florida political subdivision; 10. SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida; 11. the TAMPA PORT AUTHORITY, a Florida port authority; 12. the TAMPA BAY REGIONAL PLANNING COUNCIL, a Florida regional planning council; and 13. TAMPA BAY WATER, a regional water supply authority, (collectively the “Parties” and each singularly a “Party”), and the following recitation of facts are provided in support of this Agreement:

(A) The Tampa Bay National Estuary Program (hereinafter, “Tampa Bay Estuary Program” or “Program”) was established in 1991 to assist the Tampa Bay area in developing a comprehensive plan to restore and protect Tampa Bay. The Tampa Bay Estuary Program was created by Interlocal Agreement dated February 27, 1998 (the “Prior Interlocal Agreement”) and is governed by a Policy Board and advised by a Management Board. The Tampa Bay Estuary Program is a part of a national network of twenty-eight (28) National Estuary Programs established under the Federal Clean Water Act and administered nationally by the United States Environmental Protection Agency.

(B) Local government and regulatory agency participants in the Tampa Bay Estuary Program consisting of the Parties described in the Preamble above, as well as the United States Environmental Protection Agency and the United States Army Corps of Engineers, have developed and unanimously adopted a Comprehensive Conservation & Management Plan for Tampa Bay, known as *Charting the Course*, dated December 1996, which was updated in May 2006, and amended in February 2013 (the "CCMP"), and are committed to its successful implementation. The CCMP seeks to ensure that Tampa Bay remains a vibrant part of the region's environmental and economic landscape by preserving and enhancing its roles as a recreational resource, international seaport and home for fish and wildlife.

(C) The CCMP presents goals for the improvement of Water & Sediment Quality, Bay Habitats, 66 Fish & Wildlife, Spill Prevention and Response, Dredging and Dredged Material Management, Invasive Species, Public Education and Involvement, and Climate Change which will be reexamined at least once every five (5) years and updated as appropriate. To achieve the CCMP goals, this Agreement emphasizes regional cooperation and regulatory flexibility that allows the Parties to select cost-effective and environmentally beneficial bay improvement options for their communities, so long as the goals of the CCMP are met.

(D) The parties to the CCMP and the Interlocal Agreement dated February 27, 1998, established the Tampa Bay Estuary Program as the first National Estuary Program to adopt a binding agreement to ensure that the CCMP is implemented, and now seek to ensure that the CCMP continues to be properly and effectively implemented.

**NOW THEREFORE**, in consideration of the mutual promises contained in this Agreement, the receipt and adequacy acknowledged by them, the Parties agree as follows:

## **ARTICLE ONE – INTRODUCTORY PROVISIONS**

1.1 **Recitals.** The statements contained in the recitation of facts set forth above (collectively

the "Recitation of Facts") are true and correct, and are hereby made a part of this Agreement by this reference.

1.2 **Exhibits.** The exhibits which are attached to this Agreement are by this reference made a part hereof.

1.3 **Abbreviations and Definitions.** The following abbreviations and definitions will be used for purposes of this Agreement:

(a) The abbreviations and definitions contained in the Preamble will be used for purposes of this Agreement.

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(b) The abbreviations and definitions contained in the Recitals will be used for purposes of this Agreement.

(c) The term "Act" shall mean Section 163.01, Florida Statutes.

(d) The term "Action Plan(s)" shall mean the comprehensive action plans set forth in the CCMP, including initiatives and strategies to be undertaken to attain the CCMP Goals.

(e) The term "Agreement" shall mean this Amended and Restated Interlocal Agreement between the Parties as it is presently constituted or as it may be amended from time to time.

(f) The term "Army Corps" shall mean the United States Army Corps of Engineers, a federal agency.

(g) The term "CCMP" shall mean the Comprehensive Conservation and Management Plan, dated December 1996, unanimously approved by the Parties, as updated in May 2006 and amended in February 2013, and as it may be amended from time to time.

(h) The term “CCMP Goals” or “Goals” shall mean those goals and priorities of the CCMP set forth in Section 4.1 below, as amended from time to time.

(i) The term “Clearwater” shall mean the City of Clearwater, a Florida municipal corporation.

(j) The term “Cities” shall mean collectively Clearwater, St. Petersburg, and Tampa.

(k) The term “Contribution” includes funding of the Tampa Bay Estuary Program, the Tampa Bay Environmental Restoration Fund, and/or projects which support the goals of the CCMP and are included in the approved Work Plan.

(l) The term “Counties” shall mean collectively Hillsborough, Manatee and Pinellas. 68

(m) The term “DEP” shall mean the Florida Department of Environmental Protection, a Florida state agency.

(n) The term “Effective Date” shall mean the date that all Parties have duly executed this Agreement and filing has been completed under Section 11.14 below.

(o) The term “EPA” shall mean the United States Environmental Protection Agency, a federal agency.

(p) The term “EPC” shall mean the Environmental Protection Commission of Hillsborough County, a political subdivision of the State of Florida.

(q) The term “Full Budget” includes the Work Plan Budget and all other funding received by the Tampa Bay Estuary Program for projects, programs, operations and staffing.

(r) The term "Funding Entity" shall mean and include Local Governments and SWFWMD.

(s) The term "Hillsborough" shall mean Hillsborough County, a Florida political subdivision.

(t) The term "Institute" shall mean the Florida Fish and Wildlife Commission's Fish and Wildlife Research Institute.

(u) The term "Local Governments" shall mean collectively the Cities and the Counties.

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(v) The term "Management Board" shall mean a board of the Tampa Bay Estuary Program, as set forth and described in Article Five below.

(w) The term "Manatee" shall mean Manatee County, a Florida political subdivision.

(x) The term "Tampa Bay Nitrogen Management Consortium" or "Consortium" shall mean an ad hoc task force of representatives from the currently existing Management Board, other municipalities and counties located within the Tampa Bay watershed, private entities, electric utility industry, fertilizer industry, other industries with permitted nitrogen discharges, agriculture representatives, and regulatory agencies.

(y) The term "Pinellas" shall mean Pinellas County, a Florida political subdivision.

(z) The term "Policy Board" shall mean a board of the Tampa Bay Estuary Program, as set forth and described in Article Five below.

(aa) The term "Port Authority" shall mean the Tampa Port Authority, a Florida port authority.

(bb) The term "Regulatory Agencies" shall mean the governmental agencies with regulatory authority over certain of the other Parties, including DEP, EPC, Port Authority, and SWFWMD.

(cc) The term "St. Petersburg" shall mean the City of St. Petersburg, a Florida municipal corporation.

(dd) The term "SWFWMD" shall mean the Southwest Florida Water Management District, a public corporation of the State of Florida.

(ee) The term "Tampa" shall mean the City of Tampa, a Florida municipal corporation.

(ff) The term "Tampa Bay Water" shall mean a regional water supply authority formed pursuant to Sections 373.713, 373.715 and 163.01, Florida Statutes.

(gg) The term "TBRPC" shall mean the Tampa Bay Regional Planning Council, a Florida regional planning council.

(hh) The term "Work Plan" shall mean the annual document outlining the previous year's accomplishments and the upcoming year's priorities, projects, funding partners and expenditures to meet the requirements of the EPA's Cooperative Agreement with the Tampa Bay Estuary Program pursuant to CWA 320, and adopted by the Policy Board.

(ii) The term "Work Plan Budget" shall mean that portion of the Full Budget which includes the funding for projects identified in the Tampa Bay Estuary Program Work Plan.

## **ARTICLE TWO – AMENDED AND RESTATED INTERLOCAL AGREEMENT**

2.1 **Authority.** This Agreement is an interlocal agreement, as contemplated by the Act, and pursuant to the authority of subsection (4) of the Act, all of the Parties qualify to be a part of this

Agreement under such Act.

2.2 **Immunity.** Pursuant to subsection (9) of the Act, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agent or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

2.3 **Amendment and Restatement of Prior Interlocal Agreement.** This Agreement amends<sup>71</sup> and restates the Prior Interlocal Agreement in its entirety such that the Prior Interlocal Agreement and all exhibits thereto are hereby superseded and subsumed into this Agreement, and all terms, obligations, powers and responsibilities regarding matters addressed herein and in the Prior Interlocal Agreement shall be governed solely by this Agreement. All acts and omissions of the Parties hereto, their officers, employees, agents and assigns, and all of the officers, employees, agents and assigns of the Tampa Bay Estuary Program established as a legal entity pursuant to the Prior Interlocal Agreement, taken or carried out pursuant to the Prior Interlocal Agreement, are hereby ratified and affirmed under this Agreement.

### ARTICLE THREE -- TERM

3.1 **Term.** The term of this Agreement is perpetual, commencing on the Effective Date (the "Term"). The first day of the Term (the "Effective Date") will be referred to below as the "Commencement Date." The last day of the Term will be referred to below as the "Termination Date."

3.2 **Sundown Review.** This Agreement shall be subject to a review by the Policy Board five

(5) years from the Effective Date of this Agreement and on the same day of each five (5) year period thereafter at which time the Policy Board shall evaluate the appropriateness and effectiveness of this Agreement and the Tampa Bay Estuary Program. The Policy Board shall vote by majority vote on whether to recommend to terminate this Agreement, amend this Agreement or to let the status quo prevail. Should no action by the Parties occur, this Agreement shall continue for another five year period.

#### **ARTICLE FOUR – CCMP**

4.1 **Adoption of CCMP Goals and Priorities.** The Parties hereby agree that the Goals for Tampa Bay described in the CCMP are approved and adopted by each of them. The Goals for Tampa Bay<sup>72</sup> are to maintain important water quality and seagrass gains achieved over the last decade to allow the eventual recovery of seagrass to acreage observed in 1950. The Goals focus on issues that must be addressed to sustain a healthier bay that will support both recreation and commerce. These issues include seagrass and nitrogen load management, coastal habitats, toxic contaminants, atmospheric deposition, bacterial contamination, fish and wildlife, spill prevention and response, dredging and dredged material management, invasive species, public education and involvement, and climate change. The Goals shall be achieved in the manner described in Section 4.3 below. The Parties shall use their best efforts to achieve the Goals within the time periods prescribed, and shall work cooperatively to achieve all of the Goals applicable to them in a cost-effective manner. Additionally, the Parties agree to work together in good faith and through their best efforts to address other actions and recommendations in the CCMP.

4.2 **Modification.** The CCMP and its incorporated Goals for Tampa Bay shall not be amended, changed, extended, modified or supplemented without the unanimous written consent of all of the Parties, to be decided in their respective sole and absolute discretion. The Goals shall be reexamined by the Tampa Bay Estuary Program at least once every five (5) years in light of new knowledge or changed circumstances and updated accordingly. The Policy Board may elect by a majority vote to

reexamine the Goals more frequently if warranted by them. When it has been determined by the Policy Board unanimously that a Goal has been met, the Policy Board will thereafter support efforts by the Parties and the Consortium, as appropriate, that provide for the ongoing maintenance of the resource.

**4.3 Goals: Achievement.** The only CCMP Goal that is to be achieved individually by any of the Parties is the nitrogen loading reduction/management, to be accomplished by the Local Governments and other members of the Consortium, as described in the “Reasonable Assurance Addendum: Allocation and Assessment Report” dated September 11, 2009, as that Report may be amended from time to time, and implemented through actions identified in the Consortium’s Action Plan Database (“Action Plan Database”). The Tampa Bay Estuary Program shall facilitate and assist the Parties to collectively address the remaining CCMP Goals. If a cumulative Goal, other than the nitrogen management loading goal, is not met within its stated goal period, then the Tampa Bay Estuary Program will develop the additional projects necessary to address the shortfall, including the funding sources, which projects and funding are subject to the approval of the Policy Board.

**4.4 Nitrogen Management Consortium Responsibilities.** The Consortium participants have made and are expected to continue to make significant contributions toward achieving the CCMP goal of nitrogen loading management by meeting entity-specific nitrogen load allocations as identified in the “Reasonable Assurance Addendum: Allocation and Assessment Report” dated September 11, 2009, and approved by the Consortium participants.

**4.5 Existing Projects.** The Parties shall be able to take into account, in their nutrient management actions, projects that accomplish their designated responsibilities to the extent that such projects were completed and became operational on or after January 1, 1995.

## ARTICLE FIVE – STRUCTURE OF THE TAMPA BAY ESTUARY PROGRAM

5.1 **Tampa Bay Estuary Program.** The Tampa Bay Estuary Program was created and continues under authority of Section 163.01(7), Florida Statutes. The Tampa Bay Estuary Program shall have those powers specifically described in or contemplated by this Agreement, which shall be exercised by, or in accordance with policies or procedures approved by, the Policy Board.

(a) The Tampa Bay Estuary Program shall:

(i) Have the powers and be in compliance with subsection (5) of the Act;

(ii) Determine, adopt and implement a personnel policy for the recruitment, retention, supervision, discipline and evaluation of Tampa Bay Estuary Program employees and be solely responsible for any claims by its employees;

(iii) Make purchases and enter into contracts in the manner determined- and, adopted by the Policy Board in the operating procedures for the Tampa Bay Estuary Program;

(iv) Determine the manner of acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property;

(v) Determine the manner of the acceptance of gifts, grants, assistance funds or bequests;

(vi) Determine the making of requests for federal, state, regional, local government or other aid or grants for the Tampa Bay Estuary Program, except as otherwise specifically described in this Agreement;

(vii) Determine Tampa Bay Estuary Program's manner of responding for any liabilities, debts, mortgages or claims that may be incurred through performance under this Agreement,

provided that the Tampa Bay Estuary Program shall be solely liable and responsible for any such liabilities, debts, mortgages or claims incurred by or resulting from actions taken by the Tampa Bay Estuary Program;

(viii) Determine the manner in which strict accountability of all funds shall be provided and the manner in which reports, including an annual independent audit, of all receipts and disbursements shall be prepared and presented to the Tampa Bay Estuary Program and all Parties; and

(ix) Determine, adopt and implement all other necessary and proper matters not otherwise covered above.

(b) The Tampa Bay Estuary Program will not promulgate, issue or make rules or<sup>75</sup> regulations, bonds, tax, charge rates, fees or rents, condemn or possess any of the other governmental powers possessed by the other Parties except as specifically allowed by this Agreement.

(c) In the event there is an undesignated fund balance held by the Tampa Bay Estuary Program, it shall be used in the manner determined by the Policy Board.

(d) The adjudication of disputes or agreements, the effects of failure of adjudicated Parties to pay their share of the cost or expenses and the rights of other Parties in such cases shall be governed by this Agreement and applicable law.

**5.2 Tampa Bay Estuary Program Functions and Responsibilities.** The Tampa Bay Estuary Program shall have the following functions and responsibilities, which are not inconsistent with the Act or any provision of applicable law, and which shall be carried out by, or in accordance with, policies or procedures approved by the Policy Board:

(a) To make and enter into contracts and assume such other functions as are necessary to carry out the provisions of any contracts entered into by the Tampa Bay Estuary Program;

(b) To employ agencies or employees and establish salaries and personnel and employee benefit programs for such full time and temporary employees as are necessary to carry out the functions of the Tampa Bay Estuary Program; provided that the Tampa Bay Estuary Program shall be solely responsible for any claims by its employees;

(c) To acquire, lease, construct, manage, maintain or operate buildings, works or improvements;

(d) To purchase, receive, or otherwise acquire, own, hold, sell, convey, lend, or otherwise dispose of, real, tangible or intangible personal property, or any legal or equitable interest in such property wherever located, and to the extent the Parties all have such power, to mortgage, pledge, or create a security interest in such property;

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(e) To incur debts, liabilities, obligations, borrow money, issue its notes and other obligations, and to the extent the Parties all have such power, to secure any of its obligations by mortgage or pledge of any of its property, income and make contracts of guaranty and suretyship which do not constitute the debts, liabilities or obligations of any of the Parties;

(f) To adopt policies or procedures or rules pertaining to any of its operations and to conduct its business, locate offices, and exercise the powers granted by law;

(g) To acquire and to perform all the things necessary to carry out the purposes of this Agreement separately or in conjunction with any of the Parties;

(h) To conduct and pay for studies, plans and designs to effectuate the purpose of the Tampa Bay Estuary Program, which action may include, but is not limited to, plans for staffing, financing, research, advertising and marketing projects;

(i) To enter into interlocal agreements, or other contracts with public or private entities, if necessary, for the purposes described in this Agreement;

(j) To establish any future plan for participation of the Parties to effectuate the terms

and provisions of this Agreement, which shall include plans for any additional funding for the purpose of performance of this Agreement; provided that any change, modification or amendment to the method of funding set forth herein must be approved by the Funding Entities;

(k) To appear on its own behalf before boards, commissions, departments, or other agencies of municipal, county, state, or federal government; provided, however, members of the Management Board, Technical Advisory Committee and Community Advisory Committee shall not support or oppose specific projects or permits when acting as, on behalf of, or representing said Board or Committees; provided further that Tampa Bay Estuary Program employees can provide scientific and technical information and participate in technical discussions, but shall not oppose or support specific projects or permits;

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(l) To request or accept any grant, payment, or gift, of funds or property made by the State of Florida, or by the United States or any department or agency thereof or by any individual, firm, corporation, municipality, county, or organization for any or all of the purposes of the Tampa Bay Estuary Program; and to expend such funds in accordance with the terms and conditions of any such grant, payment, or gift, in the pursuit of its administration or in support of the terms and provisions of this Agreement. The Tampa Bay Estuary Program shall separately account for the public funds and the private funds deposited into any authorized public depository;

(m) To recommend changes, amendments or modifications to this Agreement, which will become effective only upon approval by all Parties;

(n) To sue and be sued, complain, and defend in its entity name;

(o) To transact any lawful business that will aid governmental policy; and

(p) To make payments or donations or do any other act not inconsistent with law that furthers the affairs of the Tampa Bay Estuary Program.

**5.3 Policy Board.** The Policy Board of the Tampa Bay Estuary Program shall serve as the governing board of the Program and shall be made up of eight (8) voting directors appointed by and

representing the Cities, Counties, DEP and SWFWMD (collectively the "Policy Board Member(s)"), and one non-voting participant representing the EPA, and shall be known as the "Policy Board". The representative of each Policy Board Member and the EPA shall be appointed by such Policy Board Member or the EPA, respectively, from time to time. Each Policy Board Member and the EPA shall also appoint an alternate director for the Policy Board from time to time to serve when their director is not available. Each Policy Board Member and the EPA may change either their director or alternate director from time to time with prior written notice by a duly authorized representative of any change to the Policy Board before any meeting. The Policy Board shall have policy making powers for the Tampa Bay Estuary Program in addition to those powers explicitly set forth in this Agreement. Except as otherwise specifically set forth herein, a quorum for meetings and all votes shall be by a majority of the Policy Board directors in attendance, with the exception that the EPA representative will not vote nor be counted for purposes of a quorum. All directors of the Policy Board shall serve without compensation.<sup>78</sup>

**5.4 Management Board.** The Management Board of the Tampa Bay Estuary Program shall consist of representatives of each of the Parties (each of which shall be voting members), one of each of the existing Co-Chairs of the TAC and CAC (both referred to in Section 5.6 below) and the Industry Co-Chair of the Consortium (each of which shall be voting members), and representatives of the Army Corps and EPA (who will be nonvoting members) (the "Management Board"). The actual representatives of each of the Parties and the Army Corps and EPA shall be appointed by such Management Board member from time to time. Each of the Parties and the Army Corps and EPA shall also appoint an alternate member to the Management Board from time to time, to serve when the actual representative is not available. Each of the Parties and EPA may change either their initial or alternate representatives from time to time with prior written notice by a duly authorized representative, to the Management Board before any meeting. The TAC and CAC shall not have alternate members, with only the alternating Co-Chairs being a member of the Management Board. The Management Board shall have

managerial powers for the Tampa Bay Estuary Program to the extent delegated by the Policy Board, in addition to those powers explicitly set forth in this Agreement. Except as otherwise specifically set forth herein, a quorum for meetings and all votes shall be by a majority of the board members, with the exception that the Army Corps and EPA representatives will not vote nor be counted for purposes of a quorum. New members may be added to the Management Board with Policy Board approval, and the Policy Board shall specify whether such new members shall be voting or nonvoting members. All directors of the Management Board shall serve without compensation.

**5.5 Officers.** The Policy Board shall elect (i) a chair or chairs of the Policy Board; and (ii) other Policy Board officers. The Management Board shall elect (i) a chair or chairs of the Management Board; and (ii) other Management Board officers. 79

**5.6 Committees.** The Policy Board or the Management Board at the direction of the Policy Board, shall continue such existing advisory committees as it deems necessary, including without limitation, the Technical Advisory Committee ("TAC") and the Community Advisory Committee ("CAC"). All members of committees shall serve without compensation.

**5.7 Limitations of Powers.** The Tampa Bay Estuary Program shall have no powers of taxation, regulation or eminent domain.

**5.8 Additional Board Members.** The Tampa Bay Estuary Program may allow other governmental entities, regulatory agencies, or other entities, to the extent allowed by law, to participate in the Program as members of the Policy Board, provided they are unanimously approved by the Policy Board in their respective sole and absolute discretion. Upon unanimous approval of the Policy Board, such Party must execute a Joinder Agreement by which it agrees to comply with all of the provisions of this Agreement and agree to contribute to funding of the Tampa Bay Estuary Program. The funding amounts in Exhibit A will be amended accordingly to add the funding obligation of the new Policy Board

Member, all as of the first day of the next fiscal year of the Tampa Bay Estuary Program. Once an entity is approved and has executed a Joinder Agreement, it will become a member of the Tampa Bay Estuary Program, of the Policy Board and of the Management Board with the same voting rights as the existing members of such entities or boards. The Policy Board may also allow other governmental entities or regulatory agencies to participate in the Program as members of the Management Board, provided that they must be unanimously approved by the Policy Board and the Management Board in their respective sole and absolute discretion and execute a Joinder Agreement. Once an entity has such approval and has executed a Joinder Agreement, it will become a member of the Management Board with the same voting rights as the existing members of such entities or board all as of the first day of the next fiscal year of the Tampa Bay Estuary Program.

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**5.9 Fiscal Year.** The Tampa Bay Estuary Program shall observe a fiscal year beginning on October 1 and ending September 30 of each year, or such other fiscal year as may be required for special districts pursuant to Florida law.

**5.10 Budgets.**

(a) No later than the last day of the month of February each year, the Policy Board shall review the Tampa Bay Estuary Program tentative Work Plan Budget, and shall thereafter approve the Work Plan Budget no later than May. The approved Work Plan Budget shall be included in the Tampa Bay Estuary Program Full Budget.

(b) No later than the last day of the month of August and following preparation of a tentative Full Budget, the Policy Board shall publish a notice of its intention to adopt the Tampa Bay Estuary Program Full Budget. Following an appropriate public hearing, the Policy Board shall adopt the Tampa Bay Estuary Program Full Budget each year no later than the month of September covering its proposed operation and requirements for the fiscal year commencing on October 1 of that year.

(c) The Policy Board shall give consideration to objections filed against the budget and in its discretion, may amend, modify or change the tentative Full Budget. The Policy Board, by September 30th following appropriate notice and hearing, shall adopt a Full Budget for the Tampa Bay Estuary Program, which shall thereupon be the operating and fiscal budget for the Tampa Bay Estuary Program for the ensuing fiscal year.

(d) The Policy Board shall provide copies of the Work Plan and Full Budgets to the Parties, as well as the Army Corps and EPA, and such Work Plan and Full Budgets shall be accompanied by the estimated annual contribution of each of the Policy Board Members. The notice of public hearing to adopt the Tampa Bay Estuary Program Full Budget shall be published in a newspaper of general circulation in the Counties and the Cities and shall inform the public that: (i) the tentative Full Budget shall be posted on the Tampa Bay Estuary Program website at least two (2) days before the public hearing; (ii) the Full Budget shall be posted on the Tampa Bay Estuary Program website within thirty (30) days following adoption; and (iii) the public will be afforded an opportunity to appear before the Policy Board and express support or objection to the Full Budget. The notice shall be published once per week for two consecutive weeks in any newspaper of general circulation in each jurisdiction mentioned above, the last publication of which shall appear not less than one week prior to the date set by the Policy Board for the hearing on the Full Budget.

5.11 **Bylaws.** The Policy Board by unanimous vote shall create, adopt, amend and update Bylaws or appropriate rules of procedure for the Tampa Bay Estuary Program for its governance and which shall remain in effect until modified by the Policy Board.

5.12 **Policies.** The Tampa Bay Estuary Program shall adopt its operating rules and internal procedures as provided in Section 5.2(f) above.

## ARTICLE SIX – RESPONSIBILITIES OF THE PARTIES

6.1 **Responsibilities of all Parties.** By entering into this Agreement, the Parties intend to recommend actions and adjust strategies as needed to keep Tampa Bay's recovery on track. To that end, each of the Parties hereby agrees to:

(a) Assist in implementing the CCMP nitrogen loading reduction/management Goal, to be accomplished by the Parties and other members of the Consortium, as described in the "Reasonable Assurance Addendum: Allocation and Assessment Report" dated September 11, 2009;

(b) Report in the Action Plan Data Base, which supports the CCMP and is maintained by the Tampa Bay Estuary Program, all available information about projects and actions that address nutrient reduction in Tampa Bay;

(c) Assist in supporting CCMP habitat goals for Tampa Bay by assisting the Tampa Bay Estuary Program in implementing and recording habitat protection and restoration activities; and

(d) Participate, as "responsible parties" identified in the CCMP, to implementation of Action Plans identified in the CCMP.

6.2 **Additional Responsibilities of the Regulatory Agencies.** The Regulatory Agencies agree that they will extend as much flexibility as is legally permissible under circumstances deemed appropriate by such agencies for projects that are part of an approved Action Plan set forth in the CCMP.

6.3 **Regulatory Process Review.** Subject to the above limitations, all Regulatory Agencies and all other Parties having regulatory functions agree to periodically review their regulatory processes and consider changes in statutes, ordinances, rules or policies that would assist in meeting the goals of the CCMP. Any such changes shall be made in keeping with the cooperative intent of this section and otherwise in this Agreement.

**6.4 Responsibilities of the Tampa Bay Estuary Program.** The Tampa Bay Estuary Program shall:

(a) Serve as the coordinating body for the CCMP and assist the Parties in implementation thereof;

(b) Prepare, every two (2) years, a progress report on the status of CCMP implementation;

(c) Assist the Parties in locating grants and other funds to aid in implementation of the projects set forth in the CCMP;

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(d) Coordinate outreach programs to promote public participation and facilitate restoration activities that support the CCMP Goals;

(e) Coordinate the re-examination and updating of the CCMP every five (5) years;

(f) Facilitate resolution of conflicts among the Parties;

(g) Oversee atmospheric deposition, toxic contamination, sea level rise, habitat assessments, water quality evaluations and other research projects;

(h) Develop Action Plans to address goals not currently being addressed in the CCMP; and

(i) If requested by any Party, the Tampa Bay Estuary Program Executive Director shall appear before that Party's governing body to report on the Work Plan and any other matters of interest pertaining to the Tampa Bay Estuary Program.

**6.5 Port Authority.** The Port Authority is an independent special district created by the

Florida Legislature under Chapter 95-488, Laws of Florida, as amended from time to time (the "Port Authority Enabling Act"). The Port Authority Enabling Act provides in part the Port Authority is responsible for regulating marine construction and management of sovereign submerged lands within the Hillsborough County Port District (the "Port Authority Regulatory Capacity"). Notwithstanding any provisions in this Agreement to the contrary, the Port Authority is entering into this Agreement only to the extent of its Port Authority Regulatory Capacity.

**ARTICLE SEVEN – BUDGETING AND FUNDING**

7.1 **Tampa Bay Estuary Program Budget.** The Policy Board is responsible for establishing <sup>84</sup> the budget for the Tampa Bay Estuary Program and shall annually review and approve the budget. The budget will require approval by two-thirds (2/3) of all members of the Policy Board.

7.2 **Funding.** Subject to the provisions of Section 7.3 below, all non-federal Tampa Bay Estuary Program Work Plan budgeted costs shall be funded by the Funding Entities and allocated in accordance with Schedules 1 and 2 of Exhibit "A" hereto, as follows:.

(a) To support additional projects and CCMP implementation, all Funding Entities are encouraged to contribute to the Tampa Bay Estuary Restoration Fund ("TBERF") at the following levels based upon current (2014) Tampa Bay Estuary Program dues:

<u>Dues</u>	<u>TBERF Contribution</u>
Level A: Less than \$15,000 per year	At least \$25,000
Level B: Between \$15,000 and \$40,000	At least \$75,000
Level C: Greater than \$40,000	At least \$100,000

(b) Annual dues for Funding Entities will be determined by Schedule 1 of Exhibit "A" under the following conditions:

(i) If a Funding Entity contributes to the TBERF at the above levels in a particular year; or

(ii) In the case of SWFWMD, if SWFWMD provides funding to the Tampa Bay Estuary Program at the above levels through cooperative funding projects; or

(iii) If a Funding Entity contributes to the Tampa Bay Estuary Program at the above levels through projects which support the goals of the CCMP, are included in the approved Work Plan, and include a ten percent (10%) administrative fee for the Tampa Bay Estuary Program. <sup>85</sup>

(c) Annual dues for Funding Entities will be determined by Schedule 2 of Exhibit "A" if section 7.2(b), above, does not apply.

(d) On or before the end of fiscal year 2020/2021, and every five years thereafter, the Policy Board shall initiate review and approval of draft revisions to Schedules 1 and 2, and thereafter shall submit said revisions to the Funding Entities for their review and approval, with the option to amend or modify. If no action is taken by the end of fiscal year 2020/2021, and every five years thereafter, the funding levels shown in each Schedule shall continue at the same level (the then current Year Five level) until amended or modified by the Policy Board and the Funding Entities;

(e) Management Board members that are not on the Policy Board are encouraged to contribute directly to the operations of Tampa Bay Estuary Program or to the TBERF; and

(f) The Funding Entities agree that if federal and other external funding increases beyond the levels on the Effective Date, and if the Tampa Bay Estuary Program's undesignated fund

balance reaches a level that is sufficient to support a full fiscal year of program operations, then the Policy Board shall consider reducing their dues to the levels in place on the Effective Date.

**7.3 Annual Approval.** Each Policy Board director shall attempt to cause approval by its applicable legislative or governing body each fiscal year of the funding levels described in Schedules 1 or 2 of Exhibit "A" hereof, but which funding decision is in the sole discretion of such applicable body. Such funding approval is a condition precedent to the funding obligation by such Funding Entity each year under Section 7.2 and Schedules 1 and 2 of Exhibit "A" attached hereto.

**7.4 Non-Appropriation.**

(a) The obligations of the Funding Entities as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate, and pay from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Further, the Funding Entities shall not be prohibited from pledging any legally available non ad valorem revenues for any obligations prior to or after the execution of this Agreement and not including the commitments pursuant to this Agreement, which pledge shall be prior and superior to any commitments of the Funding Entities pursuant to this Agreement.

(b) Notwithstanding any other provisions of this Agreement, the obligations undertaken by the Funding Entities hereto shall not be construed to be or constitute general obligations', debts or liabilities of any Funding Entity or the State of Florida or any political subdivision, municipal corporation or agency thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Agreement. The obligations of the Funding Entities hereunder are subject to annual appropriation of legally available non ad valorem funds by their respective governing boards, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of their ad valorem revenues or funds, or upon any

other revenues or funds of the Funding Entities, as may be construed under the laws or the Constitution of the State of Florida. Neither any Funding Entity nor any other person or entity shall ever have the right to compel any exercise of ad valorem taxing power by any other Funding Entity to make the payments herein provided, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of any Funding Entity.

(c) Notwithstanding anything contained herein, each of the Funding Entities reserves the right, in its sole discretion, to pay the funding obligations contemplated by this Agreement from any Funds legally available for such purpose.

#### **ARTICLE EIGHT – DEFAULT**

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In the event any Party is determined to be in willful and significant noncompliance with the CCMP Goals or with the terms of this Agreement, the Policy Board may, by a unanimous vote by all Parties except the Party charged with being in default, recommend the removal of such non-complying Party from this Agreement. Prior to any such vote by the Policy Board, the non-complying Party shall be given a notice of its non-compliance and an opportunity to remedy the problem within a reasonable period or to a public hearing before the Policy Board if there is a dispute whether a default exists. If a Party is found to be in noncompliance with permits by the applicable Regulatory Agency(ies), the permit granting agencies may take actions to enforce their permits against such non-complying Party under their own respective laws and regulations. If any Party is discharged under this Article Eight, (i) all monies previously paid hereunder shall be conclusively deemed earned and not subject to return to such Party, (ii) any future funding responsibility of such party shall terminate, and (iii) this Agreement shall continue as to the remaining Parties. Provided, however, any funds paid before termination but not expended shall only be used by the Tampa Bay Estuary Program in accordance with the approved budget for which such contribution was made.

## **ARTICLE NINE – NOTICE**

Any and all notices required or permitted to be given hereunder shall be in writing, and shall be provided if either personally delivered to the Party at the addresses set forth in Exhibit "B," transmitted by electronic facsimile machine to the fax numbers listed, or sent by U.S. certified or registered mail, postage prepaid, return receipt requested, to such addresses, all such notices being effective upon delivery to and receipt by the Parties, unless the respective Party or Parties notify all other Parties in writing in accordance herewith of a change of address and/or representative at such address authorized to receive any and all such notices, in which case any and all such notices shall be delivered and/or mailed as aforesaid to said Party or Parties at such new address with respect to such Party.

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## **ARTICLE TEN – WITHDRAWAL OF A PARTY**

Notwithstanding anything contained in this Agreement to the contrary, any Party hereto shall have the right to withdraw as a Party to this Agreement by providing one hundred eighty (180) days prior written notice as set forth in Article Nine above. Such withdrawal of a Party shall occur only if the withdrawing Party provides one hundred eighty (180) days prior written notice to the other Parties. On the day following the end of such one hundred eighty (180) day period, the withdrawing Party shall no longer be considered a Party to this Agreement. Provided however, even though such withdrawing Party shall have withdrawn as a Party to this Agreement as set forth above in this Article, such withdrawing Party shall continue to be subject to all applicable laws and regulations, without the benefit of being a Party hereto to this Agreement. If a Party withdraws under this Article Ten, (i) all monies previously paid hereunder shall be conclusively deemed earned and not subject to return to such Party; (ii) the future funding responsibility of such Party shall continue for the longer of the period of such one hundred eighty (180) days or until the end of the current fiscal year, and (iii) this Agreement shall continue as to the remaining Parties.

## ARTICLE ELEVEN – MISCELLANEOUS PROVISIONS

11.1 **No Third Party Beneficiaries.** This Agreement shall inure to the benefit of the Parties. This Agreement is for the exclusive benefit of the Parties, and shall not be deemed to be made for the benefit of any other persons not so specified.

11.2 **Modification.** This Agreement may be modified, altered or amended only by a written instrument recommended by the Policy Board and subsequently approved and executed by the Parties hereto.

11.3 **Complete Agreement.** This Agreement constitutes the full, complete and wholly independent agreement among the Parties with regard to the matters addressed herein. This Agreement also<sup>89</sup> supersedes all prior agreements, understandings, representations, and statements among the Parties with respect to the matters addressed herein, either written or oral.

11.4 **Severability Clause.** If any clause, provision or section of this Agreement shall be held to be illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

11.5 **Governing Law.** Existing and future laws, rules and regulations of the United States and its agencies, the State of Florida and its agencies and the other Parties to this Agreement shall take precedence over the terms and provisions of this Agreement in case of conflict or inconsistencies between them. The laws of the United States or State of Florida as appropriate and applicable, shall govern the validity, performance and enforcement of this Agreement, regardless of the state in which this Agreement is being executed.

11.6 **Public Purpose.** This Agreement satisfies, fulfills and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a proper exercise of each Party's power and authority under each Party's individual municipal or governmental authority.

11.7 **Performance Standards.** None of the provisions in this Agreement shall be deemed in any manner to amend, modify or otherwise change any of the provisions or regulations or ordinances of any municipality or governmental agency which is a Party to this Agreement to allow a performance standard less than is otherwise required under the terms of those provisions or regulations or ordinances.

11.8 **Survival.** All of the representations and warranties set forth in this Agreement shall survive the consummation of any and all of the transactions described in this Agreement and the<sup>90</sup> termination of this Agreement, and shall not be deemed to be merged in this Agreement or any other instrument which may be executed and delivered pursuant to this Agreement.

11.9 **Authority.** None of the Parties has any authority to bind or make any oral or written representations on behalf of the other Parties, and nothing contained in this Agreement shall designate any one or more of the Parties as partners with or agents for any one or more of the other Parties.

11.10 **Headings Not a Part Hereof.** The headings preceding the several articles and sections hereof (and any table of contents hereto) are solely for convenience of reference, do not constitute a part of this Agreement, and shall not affect its meaning, construction or effect.

11.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which may be executed by less than all of the parties but all of which shall be construed together as a single instrument. This Agreement shall become effective upon the exchange of original counterpart signature pages signed by all of the parties, but if such initial exchange occurs by facsimile, original signature pages will be exchanged within ten days of the date hereof.

11.12 **Binding Effect.** This Agreement shall bind the successors and assigns of the Parties.

11.13 **Execution.** This Agreement shall not be effective nor shall it have any force and effect whatsoever until all of the Parties have duly executed this Agreement and filed the Agreement pursuant to Section 11.14 below.

11.14 **Filing.** The Tampa Bay Estuary Program shall, pursuant to Section 163.01(11), *Fla. Stat.*, file a copy of this Agreement and any amendments thereto with the Clerk of the Circuit Court of each County where the Parties are located.

11.15 **Conditions Precedent.** The Parties encourage the Army Corps to execute a Joinder to this Agreement and encourage the EPA to enter into a Memorandum of Understanding with the Tampa Bay Estuary Program concerning this Agreement, but said Joinder and Memorandum shall not be a precondition to the effectiveness of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto caused this Agreement to be executed, under seal, and it shall become effective upon completion of filing in accordance with Section 11.14, hereto.

[INTENTIONALLY LEFT BLANK]

CITY OF CLEARWATER, a Florida  
municipal corporation

Countersigned:

By: \_\_\_\_\_  
George N. Cretekos, Mayor

By: \_\_\_\_\_  
William B. Horne II, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

Attest:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call, City Clerk

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(SEAL)

CITY OF ST. PETERSBURG, a Florida  
municipal corporation

Attest:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney (Designee)

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

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

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Chan Srinivasa

(SEAL)

CITY OF TAMPA, a Florida  
municipal corporation

Attest:

\_\_\_\_\_  
City Clerk or Deputy Clerk

By: \_\_\_\_\_  
Bob Buckhorn, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
Janice M. McLean, Assistant City Attorney

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Attest:

\_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
Assistant General Counsel

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S  
FISH AND WILDLIFE RESEARCH INSTITUTE

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

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

Title: Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

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\_\_\_\_\_  
FWC Legal Counsel

HILLSBOROUGH COUNTY, a political  
subdivision of the State of Florida

Attest: Pat Frank, Clerk

\_\_\_\_\_  
By: Deputy Clerk

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

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

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
Edward B. Helvenston, Sr.  
Assistant County Attorney

THE ENVIRONMENTAL PROTECTION COMMISSION  
OF HILLSBOROUGH COUNTY, a political subdivision of  
the State of Florida

Attest:

\_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
Assistant County Attorney

MANATEE COUNTY, a political  
subdivision of the State of Florida

By its Board of County Commissioners

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

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

Date: \_\_\_\_\_

Attest:

R.B. SHORE, Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

(SEAL)

PINELLAS COUNTY, a political  
subdivision of the State of Florida

Attest:

\_\_\_\_\_  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Mark Woodard

Title: County Administrator

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
Brendan Mackesey  
Assistant County Attorney

**SOUTHWEST FLORIDA WATER MANAGEMENT  
DISTRICT, a public corporation of the State of Florida**

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

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

(SEAL)

\_\_\_\_\_  
Mary Beth McNeil  
Assistant General Counsel

TAMPA PORT AUTHORITY, a Florida  
port authority

Attest:

\_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
Assistant General Counsel

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TAMPA BAY REGIONAL PLANNING COUNCIL,  
a Florida regional planning council

By: \_\_\_\_\_  
Manny Pumariega

Title: Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
General Counsel

ATTEST:

TAMPA BAY WATER, A Regional  
Water Supply Authority

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Ted Schrader  
Its: Chairman

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

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\_\_\_\_\_  
General Counsel

**EXHIBIT "A"**

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**SCHEDULE 1**

**GOAL:** Maintain program operations with funding entities, adjusted annually by an increase of 2.5% beginning in FY 2016/2017.

Funding Entity	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
SWFWMD	\$138,335	\$141,793	\$145,338	\$148,972	\$152,696	\$156,513
Clearwater	\$13,979	\$14,328	\$14,687	\$15,054	\$15,430	\$15,816
St. Pete	\$33,379	\$34,213	\$35,069	\$35,946	\$36,844	\$37,765
Tampa	\$39,402	\$40,387	\$41,397	\$42,432	\$43,492	\$44,580
Man. Ct.	\$32,217	\$33,022	\$33,848	\$34,694	\$35,562	\$36,451
Hills Ct.	\$83,974	\$86,073	\$88,225	\$90,431	\$92,692	\$95,009
Pinellas Ct.	\$73,714	\$75,557	\$77,446	\$79,382	\$81,366	\$83,401
Total Local Dues	\$415,000	\$425,375	\$436,009	\$446,910	\$458,082	\$469,534

**NOTE:** Projected funds needed to support program operations are shown below.

Projected total funds needed for Program Ops	\$720,000	\$738,000	\$756,450	\$775,361	\$794,745	\$814,614
Funds (in addition to funding entities) needed for Program Ops	\$305,000	\$312,625	\$320,441	\$328,452	\$336,663	\$345,080

**SCHEDULE 2**

**GOAL:** Maintain program operations with funding entities, adjusted annually by an increase of 2.5% beginning in FY 2016/2017.

Funding Entity	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
SWFWMD	\$138,335	\$151,169	\$164,003	\$176,837	\$189,671	\$202,505
Clearwater	\$13,979	\$15,276	\$16,573	\$17,870	\$19,167	\$20,464
St. Pete	\$33,379	\$36,476	\$39,573	\$42,670	\$45,767	\$48,864
Tampa	\$39,402	\$43,058	\$46,714	\$50,370	\$54,026	\$57,682
Man. Ct.	\$32,217	\$35,206	\$38,195	\$41,184	\$44,173	\$47,162
Hills Ct.	\$83,974	\$91,764	\$99,554	\$107,344	\$115,134	\$122,924
Pinellas Ct.	\$73,714	\$80,553	\$87,392	\$94,231	\$101,070	\$107,909
Total Local Dues	\$415,000	\$453,502	\$492,004	\$530,506	\$569,008	\$607,510

NOTE: Projected funds needed to support program operations are shown below.

Projected total funds needed for Program Ops	\$720,000	\$738,000	\$756,450	\$775,361	\$794,745	\$814,614
Funds (in addition to funding entities) needed for Program Ops	\$305,000	\$284,498	\$264,446	\$244,855	\$225,737	\$207,104

**EXHIBIT "B"**

If to Clearwater:

City of Clearwater  
P. O. Box 4748  
Clearwater, FL 34618-4748  
Attn: City Attorney

If to St. Petersburg:

City of St. Petersburg  
One Fourth Street North  
St. Petersburg, FL 33701  
Attn: City Attorney

If to Tampa:

City of Tampa  
306 E. Jackson Street  
Tampa, FL 33602  
Attn: City Attorney

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If to FDEP

Florida Department of Environmental Protection  
Southwest District Office  
13051 N. Telecom Parkway  
Temple Terrace, FL 33637  
Attn: District Director

If to Fish & Wildlife Research Institute

Florida Fish and Wildlife Conservation Commission's  
Fish and Wildlife Research Institute  
100 8th Avenue SE  
St. Petersburg, FL 33701

If to Hillsborough County:

Hillsborough County  
Public Works Department  
601 E. Kennedy Blvd.  
Tampa, FL 33602  
Attn: Director

If to EPC

Environmental Protection Commission of Hillsborough County  
3629 Queen Palm Drive  
Tampa, FL 33619  
Attn: General Counsel

If to Manatee County

Manatee County  
1112 Manatee Avenue West, Suite 920  
Bradenton, FL 34205  
Attn: County Administrator

If to Pinellas County

Pinellas County  
315 Court Street, Room 601  
Clearwater, FL 33756  
Attn: County Administrator

If to SWFWMD:

Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34609  
Attn: General Counsel

If to Tampa Port Authority:

Tampa Port Authority  
P.O. Box 2192  
Tampa, FL 33601  
Attn: General Counsel

If to TBRPC:

Tampa Bay Regional Planning Council  
4000 Gateway Centre Blvd., Suite 100  
Pinellas Park, FL 33782  
Attn: Executive Director

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If to Tampa Bay Water:

Tampa Bay Water  
2575 Enterprise Road  
Clearwater, FL 33763  
Attn: General Manager

## **D. REGULAR AGENDA**

**SUBJECT: LEASE AGREEMENT WITH YARA NORTH AMERICA, INC.****BACKGROUND:**

Yara North America, Inc. (Yara) is one of the largest fertilizer companies in the world and has been a long term Tenant of Port Tampa Bay (PTB). Yara currently leases approximately 1.05 acres of improved land located on Port Sutton from PTB pursuant to a lease agreement which expires on April 30, 2015 with no lease extension options. Yara desires to continue to lease land from PTB and has requested a new lease agreement.

**FACTS/COMMENTS:**

PTB staff and Yara have negotiated the following terms and conditions for a new lease of approximately 0.79 acres of land located at Port Sutton:

**Premises:** Approximately 0.79 acres of land located along the westerly end of Port Sutton.

**Use:** The Premises would be used for the parking of Yara's business related vehicles and the maintenance, repair and operation of Yara's pipe rack equipment that draws seawater from the nearby channel to insulate a pipeline that Yara operates on its adjacent privately owned facility.

**Term:** The term would be for a period of ten (10) years.

**Rent:** Rent for Lease Year 1 would be \$30,450.00 per year.  
Rent for Lease Years 2 -10 would increase by CPI each lease year.

**Other:** Yara would be responsible for all 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.

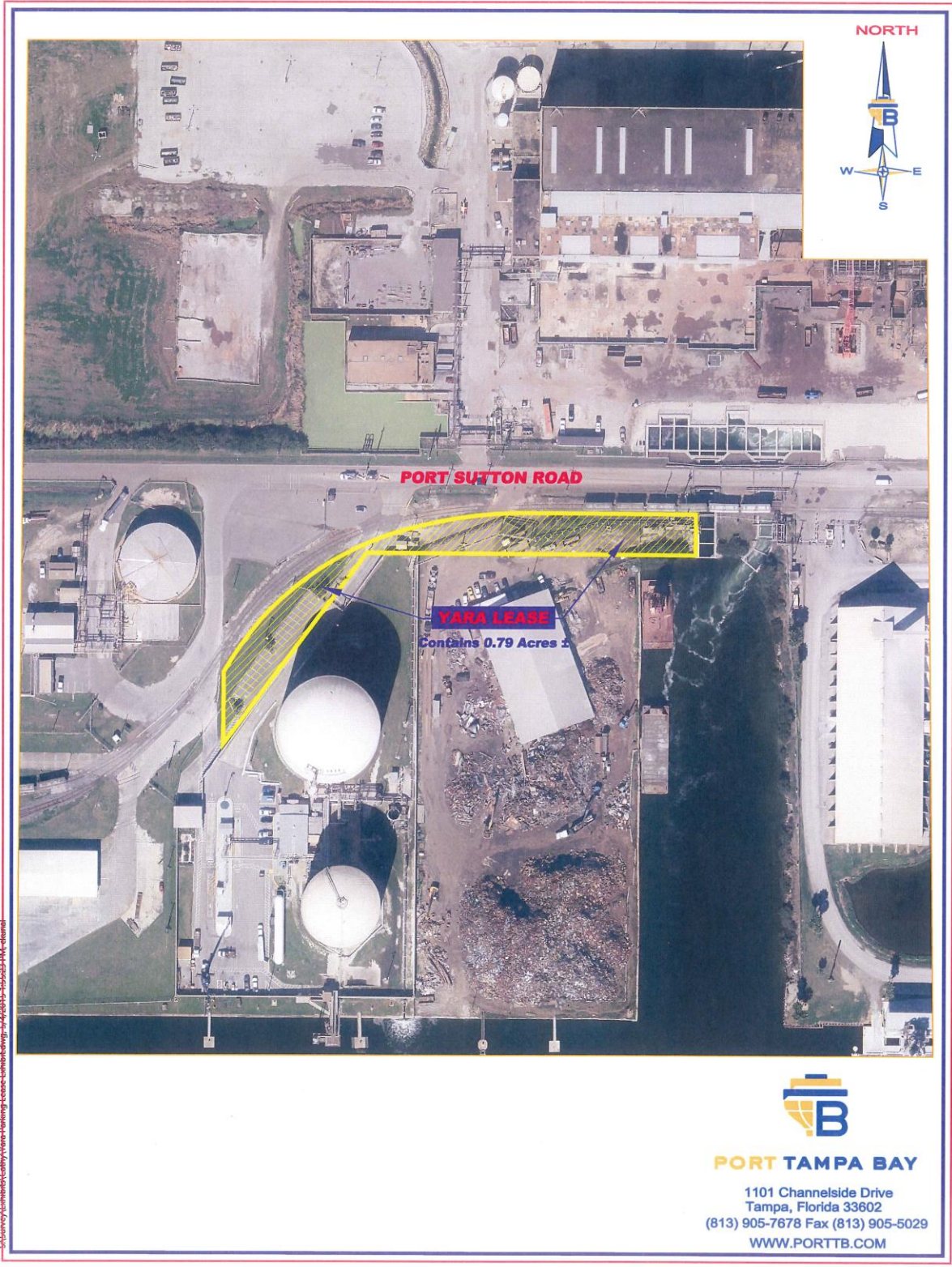
**Public**

**Hearing:** A public hearing was held on May 8, 2015 and there were no attendees.

**RECOMMENDATION:**

Authorize the Port President/CEO or his designee to execute a lease agreement with Yara North America, Inc. in accordance with the above terms, subject to review by the Chief Legal Officer.

Board Meeting  
May 19, 2015  
Real Estate # 194092v2



S:\Inventory Exhibit\City\Water\Leasing Lease Exhibit\dwg\_274\2014-5-15\503-PM-d.html




1101 Channelside Drive -Tampa, Florida 33602  
Phone (813) 905-7678 - Fax (813) 905-5109

# Memorandum

To: A. Paul Anderson, President & CEO  
CC: Charles Klug, Raul Alfonso  
From: Reneé W. Dennis  
Date: May 11, 2015  
Subject: Yara North America, Inc. - Lease Agreement – Public Hearing


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This public hearing was held in accordance with procedures specified in Chapter 95-488, Laws of Florida. The subject public hearing was held before me on Friday, May 8, 2015 at 9:30 a.m. Attached is the transcription of the hearing along with copies of all exhibits.

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

Date May 12, 2015

I hereby concur with the Hearing Officer's statement and recommend the President & CEO request approval by the Tampa Port Authority Board of Commissioners to approve the Lease Agreement with Yara North America, Inc.

  
\_\_\_\_\_  
Catherine J. Pinion  
Real Estate Project Manager

Date 11 MAY 2015

Attachments

**PUBLIC HEARING TRANSCRIPT**

Friday, May 8, 2015

Yara North America, Inc. – Lease Agreement

**ATTENDEES**

Catherine J. Pinion – PTB  
Heather L. Eblin-Crowe - PTB

**HEARING OFFICER**

Reneé W. Dennis

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**Ms. Dennis:**

Good morning. This public hearing is called to order at 9:30 a.m. This hearing is held under the authority and pursuant to Chapter 95-488 of the Laws of Florida. The purpose of this hearing is to hear comments from the general public and interested parties regarding the following:

**LEASE AGREEMENT WITH YARA NORTH AMERICA, INC.**

My name is Reneé Dennis, and I am employed by the Tampa Port Authority and have been appointed by its Board of Commissioners to serve as a hearing office at public hearings such as the one we are conducting today. Sitting beside me is Cathy Pinion, Real Estate Project Manager, who will assist me in this hearing.

**Ms. Pinion:**

First, I will enter into the record Exhibit No. 1, which is the legal ad that appeared in the April 17, 2015 issue of the Tampa Bay Times advising of this public hearing. This is the only exhibit to be entered into the record.

Yara North America, Inc. is one of the largest fertilizer companies in the world and has been a long term Tenant of Port Tampa Bay. Yara currently leases 1.05 acres of land located on Port Sutton adjacent to its ammonia terminal that expired on April 30, 2015. There are no lease extension options. Yara desires to continue to lease property from Port Tampa Bay and therefore a new lease is required.

Yara desires to continue to lease a total of approximately 0.79 acres of land, subject to an existing easement, located at Port Sutton. The terms of the Lease shall be as follows:

The Premises is approximately 0.79 acres of land located on Port Sutton and shall be solely used for the parking of business related vehicles and for the operation of Yara's pipe rack equipment that draws seawater from the nearby channel and is used to insulate and warm the pipeline that Yara handles on its privately owned. No on its terminal, excuse me.

The Lease Term shall be for a period of ten (10) years with no lease extension options.

The annual Rent for the Premises during the Lease Term shall be as follows:

For Lease Year 1, the Rent shall be \$30,450.00 per year

For Lease Years 2 – 10, the Rent shall increase by CPI each lease year thereafter

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

That is all.

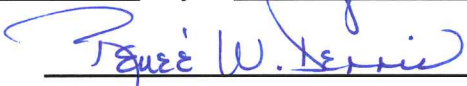
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**Ms. Dennis:**

At this time we will take comments concerning this issue. Are there any comments?  
Hearing none.

A transcript will be made and furnished to the Port Authority Staff. The Staff will make a recommendation to our Board of Commissioners, which will meet on May 19, 2015. The Staff recommendation will be available on May 13, 2015. No 2015, sorry. If there is nothing else to come before this hearing, I declare this hearing closed at 9:33 a.m.

I, **RENEÉ W. DENNIS**, have read and approve the form of the attached transcript of the May 8, 2015 public hearing for Yara North America, Inc.

Dated this 12<sup>th</sup> day of May, 2015.  
  
\_\_\_\_\_  
Reneé W. Dennis

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# SIGN-IN SHEET

## PUBLIC HEARING FOR

### YARA NORTH AMERICA, INC. - LEASE AGREEMENT

Friday, May 8, 2015 @ 9:30 A.M.

#### PLEASE PRINT THE FOLLOWING INFORMATION

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

*Handwritten:* Alexander

*Handwritten:* So

**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA } ss  
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared **Johnnie Murry** who on oath says that he/she is **Legal Clerk** of the **Tampa Bay Times** a daily newspaper published at St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Yara North America** was published on **Tampa Bay Times: 4/17/15**, in said newspaper in the issues of **Baylink Hillsborough**

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


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

Sworn to and subscribed before me this 04/17/2015.

*Joseph F. Fish*  
\_\_\_\_\_  
Signature of Notary Public

Personally known  or produced identification

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

 **JOSEPH F. FISH**  
**NOTARY PUBLIC**  
**STATE OF FLORIDA**  
Comm# FF116052  
Expires 6/23/2018

**PORT TAMPA BAY**  
**NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 9:30 a.m., Friday, May 8, 2015, before the Tampa Port Authority, d/b/a Port Tampa Bay, at its offices located at 1101 Channelside Drive, Tampa, Florida, to hear public comments regarding the following:

**LEASE AGREEMENT WITH YARA NORTH AMERICA, INC.**

Additional information is available online at [www.tampaport.com](http://www.tampaport.com). All written comments and objections directed toward the foregoing matter should be filed with Port Tampa Bay, Real Estate Department, at 1101 Channelside Drive, Tampa, Florida 33602 by 12:00 noon on Thursday, May 7, 2015. Oral comments and objections may be presented at the hearing.

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

**ANY PERSON WHO DECIDES TO APPEAL ANY DECISION OF PORT TAMPA BAY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO HIRE A COURT REPORTER TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.** (118567) 4/17/2015

LAIS. Oke

## **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**

## FY2015 – LEGAL FEES AND EXPENSES REPORT THROUGH APRIL 30, 2015

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

	<u>FY 2015 Budget</u>	<u>FY 2015 Actual</u>
General Support / Litigation	\$219,000.00	\$ 3,787.00
General Real Estate / Land Use	\$ 60,000.00	\$ 29,638.65
General Employment / Labor	\$ 35,000.00	\$ 24,239.80
General Construction Services	\$ 38,000.00	\$ 2,430.00
General Environmental	\$ 15,000.00	\$ 16,684.10
General Bankruptcy Services	\$ 9,000.00	\$ 0.00
General Admiralty / Maritime / Tariff	\$ 24,000.00	\$ 975.00
<b>YEAR-TO-DATE FY 2014-15</b>	<b><u>\$400,000.00</u></b>	<b><u>\$ 77,754.55</u></b>
[ Under/Over – Budget \$322,245.45 ]		

### LITIGATION AND GENERAL LEGAL SUPPORT

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>
Bryant Miller Olive - General		
Gray Robinson - General		\$ 665.00
- Channelside Bay Mall [14] - SM [24]		\$ 600.00
Manson Bolves - General		
Trenam Kemker - General		
Mechanik Nuccio - Special General		\$ 750.00
Smith Katzenstein Jenkins - CBM		\$ 175.00
<u>Special General</u> Hamilton Miller & Birthisel - Ins – RC		\$ 1,597.00

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

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>
Gray Robinson		
- General		
- New Channelside Dev [21]		
- Channelside Bay Mall [16]		
- DRI [15]		\$ 6,136.00
- CBP Development [31]		\$ 292.50
Mechanik Nuccio		
- General		
P&M Consulting Group		
- General DRI		\$ 125.00
- SouthBay	\$ 1,345.45	\$ 4,745.45
- Channelside		\$ 150.00
Smolker Bartlett		
- General		
Trenam Kemker		
- General		
- Lease Review		\$ 14,672.50
Hobby & Hobby		
- General	\$ 22.50	\$ 2,030.20

**GENERAL LABOR / EMPLOYMENT LEGAL SUPPORT**

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>
Broad and Cassel		
- General		\$ 10,797.80
Gray Robinson		
- General		
- Emp Ben [22]		\$ 4,192.00
Mandelbaum Fitzsimmons		
- General	\$ 2,425.00	\$ 3,675.00
- Employment [EC]		\$ 5,575.00

**GENERAL CONSTRUCTION SERVICES LEGAL SUPPORT**

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>
Broad and Cassel - General		
Gray Robinson - General		
Richard Harrison PA - General		
Trenam Kemker - General		
- Special Construction	\$ 1,260.00	\$ 2,430.00

**GENERAL ENVIRONMENTAL LEGAL SUPPORT**

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>
Broad and Cassel - General		
Enola Brown PA - General		
- Port Redwing		\$ 4,232.50
- South Bay		\$ 4,322.50
Lash & Wilcox - General		
Manson Bolves - General	\$ 112.50	\$ 5,457.70
- General Lofley	\$ 112.50	\$ 2,671.40

**GENERAL BANKRUPTCY LEGAL SUPPORT**

<u>Outside Counsel / Matter</u>	<u>April</u>	<u>Cumulative FY To Date</u>
Broad and Cassel - General		
Gray Robinson - General		
McIntyre-Panzarella-Thanasides - General		

**GENERAL ADMIRALTY / MARITIME LEGAL SUPPORT**

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Outside Counsel / Matter	April	Cumulative FY To Date
Robert Birthisel, PA - General		
Mandelbaum Fitzsimmons - General		
Quarles & Brady - General		
Venable LLC - General		

Board Meeting  
May 19, 2015  
Legal #194190v1

**TAMPA PORT AUTHORITY  
MONTHLY AGED RECEIVABLES  
APRIL 30, 2015**

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
<b>Port Fees :</b>						
T163	ACE STEVEDORING CO INC	710.33	-	-	-	710.33
S036	ALTAMAR SHIPPING	88.00	-	96.00	-	184.00
Q023	ALTAMAR SHIPPING SERVICE	1,039.88	-	-	-	1,039.88
T012	AMALIE OIL COMPANY	14,601.80	-	20.00	-	14,621.80
A470	AMERICAN MARINE AGENCIES	6,044.38	-	-	-	6,044.38
A415	AMERICAN VICTORY MARINERS	49.82	-	-	-	49.82
Q228	ArcelorMittal International America	2,094.15	-	-	-	2,094.15
Q212	ATLANTIC RO-RO CARRIERS, INC.	5,922.52	1,551.73	-	-	7,474.25
A012	BOUCHARD TRANSPORT CO	33,384.77	-	-	-	33,384.77
S041	BRONCO TRANSPORT	240.00	-	-	-	240.00
T201	BUCKEYE TERMINALS, LLC	22,033.90	-	404.13	-	22,438.03
T003	CARGILL INC	9,223.16	-	-	-	9,223.16 <sup>124</sup>
D049	CARGILL SALT	120.00	-	-	-	120.00
T151	CARGILL SALT	26,493.84	-	-	-	26,493.84
S025	CARGILL SALT DIVISION	120.56	-	-	-	120.56
T131	CARNIVAL CRUISE LINES	294,044.34	-	-	-	294,044.34
M071	Carter's Contracting Services, Inc.	156.24	-	-	-	156.24
T198	CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC	7,483.43	-	-	-	7,483.43
T141	CEMEX INC	-	-	-	6,741.00	6,741.00
T014	CENTRAL FLORIDA PIPELINE LLC	196,934.11	-	-	-	196,934.11
D047	CITY OF TAMPA	820.00	-	-	-	820.00
D048	CITY OF TAMPA DPW/ROW OPERATIONS	80.00	-	-	-	80.00
Q350	COMMERCIAL METALS COMPANY	6,106.03	-	87.73	-	6,193.76
D004	CTL DISTRIBUTION INC	20.00	-	-	-	20.00
Q196	DAEWOO INTERNATIONAL AMERICA	-	-	87.58	-	87.58
Q116	DONGBU USA INC	852.78	-	-	-	852.78
Q081	DONGKUK INTERNATIONAL INC	-	1,282.11	-	-	1,282.11
A478	ENTERPRISE MARINE SERVICES LLC	6,259.32	-	-	-	6,259.32
A031	FILLETTE GREEN & CO, INC	4,973.90	-	-	-	4,973.90

**TAMPA PORT AUTHORITY  
MONTHLY AGED RECEIVABLES  
APRIL 30, 2015**

<b>Customer Number</b>	<b>Customer Name</b>	<b>Current</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 &amp; Over</b>	<b>Customer Balance</b>
T132	FLORIDA AQUARIUM	469.00	-	-	-	469.00
Q097	FRONTIER LOGISTICS	2,456.54	-	-	-	2,456.54
A429	GAC SHIPPING (USA) INC	55,237.60	-	-	-	55,237.60
T185	GAETANO CACCIATORE INC	25,581.54	-	-	-	25,581.54
S043	GLOBAL DISTRIBUTION INC	8.00	-	-	-	8.00
Q353	GREYSTONES MARITIME INTERNATIONAL	2,293.81	-	-	-	2,293.81
T108	GRIFFIN INDUSTRIES	1,087.63	1,452.00	-	-	2,539.63
A264	GULF MARINE REPAIR INC	360.00	-	-	-	360.00
T063	GULF SULPHUR SERVICES	22,585.44	-	-	-	22,585.44
Q352	HAPAG-LLOYD (AMERICA) INC	3,071.84	43,442.49	-	-	46,514.33
T189	HOLLAND AMERICA LINE	22,534.40	-	-	-	22,534.40
A306	INCHCAPE SHIPPING SERVICES	26,992.35	-	-	-	26,992.35
A496	INTERCRUISES SHORESIDE & PORT SERVICES	13,208.78	12,313.44	-	-	25,522.22
Q330	INTERMETAL REBAR LLC	5,095.53	-	-	-	5,095.53 <sup>125</sup>
A040	INTERNATIONAL SHIP MANAGEMENT & AGENCY SERVICES	1,242.00	-	-	-	1,242.00
A078	INTERNATIONAL SHIP REPAIR	395.00	-	-	-	395.00
A350	KIMMINS CONTRACTING	20.00	-	-	-	20.00
D036	KINDER MORGAN BULK	40.00	-	-	-	40.00
T116	KINDER MORGAN BULK/TBS	1,793.72	-	67.89	-	1,861.61
A003	KIRBY OFFSHORE MARINE	6,933.55	-	-	-	6,933.55
A248	LA CARRIERS, INC	105.00	-	-	-	105.00
Q004	M G MAHER & COMPANY	8,692.63	-	-	-	8,692.63
S049	MARDOT LOGISTICS INC	400.00	-	-	-	400.00
A360	MARTIN GAS MARINE	14,095.50	-	-	-	14,095.50
T135	MARTIN MARIETTA AGGREGATES	66,496.93	-	-	-	66,496.93
T134	MARTIN OPERATING PARTNERSHIP	49,532.13	-	327.10	-	49,859.23
M077	MCGRIFF, SEIBELS & WILLIAMS, INC.	-	1,000.00	-	-	1,000.00
D044	MCRBERTS PROTECTIVE AGENCY	160.00	220.00	-	-	380.00
T199	MEDITERRANEAN SHIPPING CO./CHARLESTON	34,940.64	1,740.00	14,935.00	818.43	52,434.07
Q339	MEDTRADE INC	94.93	6,328.77	-	-	6,423.70
Q070	METAL ONE AMERICA	6,303.59	-	-	-	6,303.59

**TAMPA PORT AUTHORITY  
MONTHLY AGED RECEIVABLES  
APRIL 30, 2015**

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
M025	MILLENIUUM MANAGEMENT GROUP, INC.	-	-	-	1,431.64	1,431.64
Q338	MITSUI & COMPANY USA	7,371.30	-	-	-	7,371.30
A509	MOBRO MARINE INC	-	120.00	-	-	120.00
A053	MORAN TOWING CORPORATION	13,860.01	4,686.00	-	-	18,546.01
A430	MORAN-GULF SHIPPING AGENCIES	55,391.58	-	-	-	55,391.58
T002	MOSAIC CROP NUTRITION, LLC	23,140.46	5,780.00	-	157.74	29,078.20
T011	MURPHY OIL USA INC	29,457.11	-	84.15	-	29,541.26
D050	NEXLUBE TAMPA, LLC	20.00	-	-	-	20.00
A486	NORTH AMERICAN GENERAL AGENTS	5,632.09	3,307.94	-	-	8,940.03
A071	NORTON LILLY INTERNATIONAL	227,725.65	270.00	119.55	-	228,115.20
T200	NORWEGIAN CRUISE LINE	176,884.85	176,950.77	-	-	353,835.62
A439	NOVA INTERNATIONAL SHIPPING	66,774.45	-	-	-	66,774.45
A464	NYK LINE (NA) INC.	13,984.88	-	-	-	13,984.88
A341	ORION MARINE CONSTRUCTION	392.25	276.00	-	-	668.25 <sup>126</sup>
A069	OSG AMERICA INC	-	-	371.82	-	371.82
T064	PASCO TERMINALS INC	5,220.88	-	-	-	5,220.88
S039	PORTS AMERICA	20.00	-	-	-	20.00
T006	PORTS AMERICA	9,145.27	864.03	-	72.98	10,082.28
T182	PORTS AMERICA	42,872.57	-	-	1,252.86	44,125.43
T182I	PORTS AMERICA (INTERNATIONAL)	226.05	-	15,069.76	1,462.07	16,757.88
Q012	R W SMITH & COMPANY	5,089.45	-	-	-	5,089.45
A064	SAVAGE & SON, AR	149,282.60	-	-	-	149,282.60
A065	SEA & LAND SHIPPING	94,801.97	-	-	-	94,801.97
Q349	SEVERSTAL EXPORT GmbH	2,182.51	1,890.88	-	-	4,073.39
S042	SOUTHERN WASTE SERVICES INC	16.00	-	-	-	16.00
A417	SULPHUR CARRIERS	11,541.31	-	78.43	-	11,619.74
T101	SULPHURIC ACID TRADING COMPANY	11,585.44	-	-	-	11,585.44
S055	TAMPA CONTAINER TRANSPORT	752.00	-	-	-	752.00
T166	TAMPA ELECTRIC COMPANY	299,719.47	-	-	-	299,719.47
T137	TAMPA JUICE SERVICE INC	1,585.57	-	-	-	1,585.57
T021	TAMPA PORT SERVICES, LLC	9,419.00	-	-	-	9,419.00

**TAMPA PORT AUTHORITY  
MONTHLY AGED RECEIVABLES  
APRIL 30, 2015**

<b>Customer Number</b>	<b>Customer Name</b>	<b>Current</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 &amp; Over</b>	<b>Customer Balance</b>
A384	TAMPA SHIP LLC	1,874.00	-	-	-	1,874.00
T173	TITAN FLORIDA LLC	98,377.31	577.33	-	-	98,954.64
T193	TITAN METAL SERVICE, INC.	6,174.61	-	-	-	6,174.61
T150	TRADEMARK METALS RECYCLING FKA ONESTEEL	292.07	35,711.41	-	-	36,003.48
A251	TRADEMARK METALS RECYCLING LLC	120.00	40.00	-	-	160.00
T197	TRANSFLO TERMINAL SERVICES, INC.	150,654.39	-	-	-	150,654.39
T020	TRANSMONTAIGNE INC	61,390.28	-	-	-	61,390.28
S021	TRX SOUTHEAST (TAMPA #770)	24.00	-	-	-	24.00
T311	TTI HOLDINGS, INC.	14,384.19	-	-	-	14,384.19
A034	UNITED OCEAN SHIPPING (TECO)	11,955.87	-	-	-	11,955.87
A465	VALLS SHIPPING COMPANY	79,065.55	1,005.00	-	-	80,070.55
T119	VULCAN MATERIALS COMPANY	52,901.05	-	-	-	52,901.05
T056	YARA NORTH AMERICA INC	7,483.35	-	-	-	7,483.35 <sup>127</sup>
T171	ZIM ISRAELI NAVIGATION COMPANY	142,595.33	1,051.65	2,342.20	439.22	146,428.40
<b>Subtotal Port Fees</b>		<b>\$ 2,903,512.06</b>	<b>\$ 301,861.55</b>	<b>\$ 34,091.34</b>	<b>\$ 12,375.94</b>	<b>\$ 3,251,840.89</b>

**Lease Charges:**

L045	AMALIE OIL	949.73	-	-	-	949.73
L219	AMERICAN VICTORY SHIP MEMORIAL MUSEUM	1,000.00	-	-	-	1,000.00
L296	BATSON-COOK CO.	156.88	10,458.44	-	-	10,615.32
L306	BUCKEYE TERMINALS, LLC	96.30	-	-	-	96.30
L277	CEMEX CONSTRUCTION MATERIALS FLORIDA LLC	93,474.50	-	-	-	93,474.50
L299	CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC	5,006.32	-	-	-	5,006.32
L227	DESTINATION TAMPA BAY	1,287.59	1,287.59	-	-	2,575.18
L044	DIVERSIFIED MARINE TECH	300.83	-	-	-	300.83
L305	GREAT LAKES DREDGE & DOCK	12,500.00	-	-	-	12,500.00
L308	GULF COAST BULK EQUIPMENT, INC	3,106.51	-	-	-	3,106.51
L287	HCP ASSOCIATES, INC	-	165.96	-	858.79	1,024.75
L103	INTERNATIONAL SHIP REPAIR	5,831.69	-	-	-	5,831.69

**TAMPA PORT AUTHORITY  
MONTHLY AGED RECEIVABLES  
APRIL 30, 2015**

Customer Number	Customer Name	Current	31 - 60 Days	61 - 90 Days	91 & Over	Customer Balance
L263	MARINE TOWING OF TAMPA	2,278.99	-	-	-	2,278.99
L057	MARITRANS OPERATING CO LP	7,240.34	7,133.34	-	-	14,373.68
L039	MURPHY OIL USA INC	12.69	-	-	-	12.69
L257	NEW PORT TAMPA CDD HOLDINGS	57,603.50	-	-	-	57,603.50
L216	RIVERSIDE GOLF COMMUNITY LLC	10,968.33	-	-	-	10,968.33
L196	SEABULK TOWING INC	105.02	-	-	-	105.02
L138	SHRIMP SVC DOCK ASSOCIATION	8.00	-	-	-	8.00
L235	STARSHIP CRUISE LINE	136.93	-	-	-	136.93
L064	SUPERIOR SEAFOODS INC	129.12	-	-	-	129.12
L055	TAMPA PORT MINISTRIES	464.56	-	-	-	464.56
L049	TAMPA PORT SERVICES, LLC	165.44	-	165.44	-	330.88
L286	TD BANK, NA	110.68	-	3,689.08	-	3,799.76
L239	TITAN FLORIDA LLC	-	-	515.34	-	515.34
L078	TRANSMONTAIGNE TERMINALING INC	76.99	-	37.52	-	114.51 <sup>128</sup>
L282	UNIVERSITY OF SOUTH FLORIDA	8,945.29	-	-	-	8,945.29
L307	VERIZON WIRELESS PERSONAL COMMUNICATIONS LP	446.33	-	-	-	446.33
L079	VERSAGGI SHRIMP COMPANY	131.94	-	-	-	131.94
L261	WCI COMMUNITIES INC	91,984.11	-	-	-	91,984.11
<b>Subtotal Lease Charges</b>		<b>\$ 304,518.61</b>	<b>\$ 19,045.33</b>	<b>\$ 4,407.38</b>	<b>\$ 858.79</b>	<b>\$ 328,830.11</b>

**Accounts in Litigation/Renegotiation/Bankruptcy:**

Q205	ASSURANCE FORENINGEN SKULD(GJENSIDIG)	-	-	-	19,682.93	19,682.93
<b>Subtotal Accounts in Litigation/Renegotiation/Bankruptcy</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,682.93</b>	<b>\$ 19,682.93</b>

**Total Aged Receivables as of April 30, 2015** **\$ 3,208,030.67** **\$ 320,906.88** **\$ 38,498.72** **\$ 32,917.66** **\$ 3,600,353.93**

**TAMPA PORT AUTHORITY**  
**MONTHLY CONTRACT STATUS REPORT**  
**April 30, 2015**

Project	Contractor	Contract Financial Record #	Original Bd App Date	Amt Approved Including Amendments	Costs Incurred to Date	Percent Complete
<b>OPERATING AND NON-CAPITAL CONTRACTS:</b>						
Parking Facilities Operations	USA System Parking (year 3), terminated early	12-12	07/16/13	\$ 1,324,273	\$ 682,785	51.6%
Grounds Maintenance	Great Bay Landscape (year 2)	12-14	08/21/12	\$ 314,400	\$ 239,600	76.2%
Financial Audit & Related Areas	Cherry, Bekaert & Holland (year 2)	12-15	07/17/12	\$ 89,800	\$ 80,608	89.8%
Insurance Broker Services	Hugh Wood (year 3)	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	\$ 151,343	105.1%
Annual Maintenance & License - Great Plains	Tribridge (year 3)	12-19	09/18/12	\$ 165,000	\$ 125,955	76.3%
PARCS Parking Access Revenue Control System Maintenance	Scheidt & Bachmann USA (year 3)	12-22	07/16/13	\$ 50,613	\$ 25,306	50.0%
General Planning Services	Renaissance Planning Group	13-06	10/16/12	\$ 400,000	\$ 162,433	40.6%
Security Guard Services	AlliedBarton (1/20/14 -1/19/15)	13-08	12/17/13	\$ 3,814,166	\$ 2,310,079	60.6%
Law Enforcement Services	BOCC / HCSO	13-10	01/15/13	\$ 2,002,223	\$ 676,524	33.8%
Online Data Service Backup	Venyu Solutions, Inc. (5 years @ \$50k/yr)	13-13	05/21/13	\$ 250,000	\$ 33,445	13.4%
SBE Uniformed Security Guard Service	Martinez & Company (year 2)	13-15	05/21/13	\$ 150,000	\$ 93,126	62.1%
Insurance Consultants	Interisk (1st renewal)	13-24	07/16/14	\$ 90,000	\$ 32,670	36.3%
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 (year 2)	13-26	08/20/13	\$ 137,000	\$ 52,850	38.6%
Employee Dental Plan	Direct Assignment Benefit Plans (year 2)	14-03	09/17/13	\$ 80,000	\$ 28,704	35.9%
State Legislative Services	Advocacy Group at Cardenas Partners (year 2)	14-05	08/20/13	\$ 60,000	\$ 35,339	58.9%
State Legislative Services	Ballard Partners (year 2)	14-06	08/20/13	\$ 60,000	\$ 40,000	66.7%
Janitorial Services	ASK Solutions; All Southern Cleaning	14-08	10/15/13	\$ 657,671	\$ 464,937	70.7%
Federal Government Relations Consultant	Alcalde & Fay	14-10	09/17/13	\$ 180,000	\$ 137,048	76.1%
TPA Admin bldg & Cruise Terminal 3 HVAC	Tampa Bay Trane	14-12a	01/21/14	\$ 44,200	\$ 25,509	57.7%
Financial Advisory Service	Public Financial Management	14-16	08/20/13	\$ 60,000	\$ 23,238	38.7%
Workers Compensation Insurance	PGIT (Preferred Governmental Insurance Trust)	15-07	09/17/13	\$ 96,228	\$ 81,282	84.5%
<b>OPERATING AND NON-CAPITAL CONTRACTS:</b>				<b>\$ 10,290,574</b>	<b>\$ 5,586,364</b>	
<b>CONTINUING ANNUAL CONTRACTS:</b>						
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	\$ 1,826,230	89.1%
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	\$ 1,877,309	91.6%
Continuing Repair / Improvements Contracts	Various	13-01	09/18/12	\$ 1,760,000	\$ 1,411,918	80.2%
Professional Service Contracts	Various	13-02	09/18/12	\$ 2,390,000	\$ 1,468,320	61.4%
Wi-Fi Private Line Service	Level 3 Communications	13-21	07/16/13	\$ 120,000	\$ 104,715	87.3%
Disaster Recovery services	Belfor USA Group	13-22	07/16/13	\$ 50,000	\$ 30,000	60.0%
Cloud computing purchase & implementation	Tribridge Holdings, LLC	13-23	07/16/13	\$ 80,000	\$ 76,800	96.0%
Continuing Repair / Improvements Contracts	Various	14-01	09/17/13	\$ 2,350,000	\$ 1,567,598	66.7%
Professional Service Contracts	Various	14-02	09/17/13	\$ 5,064,600	\$ 3,059,503	60.4%
Continuing Repair / Improvements Contracts	Various	15-01	02/18/14	\$ 2,100,000	\$ 282,717	13.5%
Professional Service Contracts	Various	15-02	09/20/11	\$ 2,250,000	\$ 326,309	14.5%
<b>CONTINUING ANNUAL CONTRACTS:</b>				<b>\$ 29,114,600</b>	<b>\$ 17,054,922</b>	

**TAMPA PORT AUTHORITY**  
**MONTHLY CONTRACT STATUS REPORT**  
**April 30, 2015**

Project	Contractor	Contract Financial Record #	Original Bd App Date	Amt Approved Including Amendments	Costs Incurred to Date	Percent Complete
<b>CONSTRUCTION AND CAPITAL CONTRACTS:</b>						
Final Closeout/Pmt Ybor Turning Basin	US Army Corps of Engineers	04-40	09/21/04	\$ 1,826,482	\$ 558,597	30.6%
Feasibility Study Cost Sharing Agreement	Department of the Army - ACOE	05-16	03/15/05	\$ 2,000,000	\$ 1,357,557	67.9%
Rail Crossing Improvements	CSX	11-06	06/15/10	\$ 750,000	\$ 445,930	59.5%
Professional Engineering Services - Petroleum Facilities	CH2M Hill	11-13	12/21/10	\$ 2,682,765	\$ 2,602,133	97.0%
Port Redwing Off-Site Mitigation	Keystone Excavators	11-14	04/19/11	\$ 1,000,000	\$ 960,167	96.0%
Eastport B151/152 Mitigation	Tampa Bay Construction	12-08	10/18/11	\$ 2,907,632	\$ 2,888,580	99.3%
Petroleum Facilities Improvements -CMS	Balfour Beatty/Batson Cook	12-09	05/15/12	\$ 46,352,357	\$ 45,696,634	98.6%
Cruise Terminal 2 & 3 Security Improvements	Tampa Bay Marine	12-10	05/15/12	\$ 176,259	\$ 150,803	85.6%
Pendola Point Reclaimed Water and Force Main Service	TB Landmark Construction	13-11	12/18/12	\$ 2,629,586	\$ 2,629,586	100.0%
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	\$ 35,842	71.8%
Cruise Terminal 6 Customs & Border Protection	Nelco & Customs and Border Protection	13-19	06/18/13	\$ 956,000	\$ 896,024	93.7%
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	\$ 491,698	88.5%
Navigational Improvements / Unit Price Dredging	Orion Dredging	14-04	08/20/13	\$ 3,500,000	\$ 2,413,228	68.9%
Port Siren Warning System	Flores & Harper Construction	14-09	12/17/13	\$ 677,425	\$ 574,690	84.8%
SOC Improvements	Cutler Associates, Inc.	14-11	12/17/13	\$ 933,817	\$ 828,312	88.7%
TPA Admin bldg & Cruise Terminal 3 HVAC	Tampa Bay Trane	14-12	12/17/13	\$ 1,767,529	\$ 1,697,624	96.0%
Security Command Center Video Monitoring System	Technical Innovation Group	14-15	03/18/14	\$ 190,000	\$ 178,718	94.1%
Customs Exam Station - Roof Replacement	P.J. Callaghan Construction	14-17	03/18/14	\$ 233,527	\$ 213,916	91.6%
Container Facilities Improvements for Hookers Point	Batson Cook	14-20	05/20/14	\$ 2,183,632	\$ 1,174,908	53.8%
Port Redwing Security Fencing	Good Neighbor Fence	14-21	05/20/14	\$ 129,580	\$ 116,196	89.7%
Eastport	GLF Construction Corp	14-24	06/17/14	\$ 23,066,840	\$ 2,814,203	12.2%
Gantry Cranes	ZPMC	15-03	10/21/14	\$ 22,690,000	\$ 2,196,050	9.7%
Port Redwing Underground Power Supply And Teco Utility Easement	Tampa Electric Company	15-14	03/15/15	\$ 594,000	\$ 406,853	68.5%
<b>CONSTRUCTION AND CAPITAL CONTRACTS:</b>				<b>\$ 119,803,195</b>	<b>\$ 73,181,798</b>	
<b>GRAND TOTAL:</b>				<b>\$ 159,208,368</b>	<b>\$ 95,823,085</b>	

**PERMIT REPORT**  
4/1/2015 – 4/30/2015

**PERMITS ISSUED**


**REVISIONS**

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**VIOLATIONS**

	Polly Rothenbush	Speed Zones "Idle/No Wake" Zone signs down

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

**PENDING APPLICATIONS SUMMARY**

<b>Permit #</b>	<b>Appl. Received</b>	<b>Minor/ Standard</b>	<b>Applicant</b>	<b>Proposed Work</b>
14-009	8/29/14	?	Robert Lofley	Enclosed structure with Pier
14-011	9/12/14	S	Port Tampa Bay	Marine Safety Complex Phase 2-Floating docks, boat ramp, bulkhead extension & dredge
10-016 (R2)	10/2/14	S	Tampa Yacht & Country Club	Modify Marina Dock Complex
15-001	2/25/15	M	Mike Soros	Dock & Boat Lift at Andalucia (requires new PTB Upland Lease)
15-002	3/5/15	M	Tampa Electric Company	Install Channel Markers & Floating Buoys
15-003	3/9/15	S	MacDill AFB	Maintenance Dredge Channels & Boat Basin

Board Meeting  
May 19, 2015  
Environmental Department/ #194212 v1

**EXPENDITURES**  
Between \$50,000 - \$100,000  
4/1/2015 – 4/30/2015

COMPANY	DESCRIPTION	AMOUNT	FUNDING	ADDITIONAL INFORMATION

Board Meeting  
May 19, 2015  
#194206

**F. EXECUTIVE DIRECTOR REPORT**

**G. PRESENTATIONS**

**FDOT – “FLORIDA TRANSPORTATION PLAN  
AND STRATEGIC INTERMODAL SYSTEMS  
POLICY PLAN OVERVIEW”**

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

**I. FUTURE PROPOSED PROJECTS**

# PORT TAMPA BAY LIST OF FUTURE PROPOSED PROJECTS

UPDATED 05/01/15

Project Name	Current Contractor/ Consultant	Estimated Proposal/Bid Release	Estimated Board Approval
FY15 Portwide Roadway Improvements - Phase I	New Bid	May 2015	Jul 2015
Bond Counsel Services	Bryant, Miller, Olive	May 2015	Aug 2015
Official Directory, Map & News Magazine (Readvertisement)	Clements Publishing	May 2015	Aug 2015
Maritime Boulevard - Shoreline Avenue to GATX Drive Improvements	New Bid	May/Jun 2015	Jun/Jul 2015
Port Redwing - Electrical Service (SBE Set Aside)	New Bid	May/Jun 2015	Jun/Jul 2015
<b>FY15 Portwide Roadway Improvements - Phase II</b>	<b>New Bid</b>	<b>Jun/Jul 2015</b>	<b>Jul/Aug 2015</b>

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**J. CALENDAR OF EVENTS**

**MAY 19, 2015, 5:30 PM – THE INTERNATIONAL  
PROPELLER CLUB, PORT OF TAMPA: CELEBRATION  
OF NATIONAL MARITIME DAY, *FLORIDA AQUARIUM  
EXPLORE-A-SHORE PAVILION***

**K. DATE OF NEXT MEETING**

**TUESDAY, JUNE 16, 2015, 9:30 AM**

**L. ADJOURNMENT**