

**PORT TAMPA BAY  
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 11:30 a.m., May 6, 2021, before the Tampa Port Authority, d/b/a Port Tampa Bay at its offices located at 1101 Channelside Drive, Tampa, Florida 33602, to hear public comments regarding the following:

**INTERNATIONAL SHIP REPAIR & MARINE SERVICES, INC.  
LEASE AGREEMENT**

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 May 5, 2021. Oral comments and objections may be presented at the hearing.

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

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

To be published Wednesday, April 14, 2021  
In the Tampa Bay Times

**BACKGROUND INFORMATION FOR PUBLIC HEARING  
MAY 6, 2021 AT 11:30 A.M.**

**INTERNATIONAL SHIP REPAIR & MARINE SERVICES, INC.  
LEASE AGREEMENT**

International Ship Repair and Marine Services, Inc. (ISR) has been repairing ocean going vessels since 1973 and in 1997 expanded its repair services to include conversion capabilities for the lengthening and re-powering of ships. ISR leases approximately 4.02 acres of uplands and approximately 7.0 acres of submerged lands at Berth 200; has a mooring agreement at Berth 206; previously leased land at Metroport which has been terminated; and desires to add a mooring agreement at Berth 256.

ISR and PTB staff have negotiated following terms and conditions.

**Term:** The Term of the Lease Agreement would be five (5) years commencing February 1, 2021 and ending January 31, 2026 with two (2) five-year Lease Extension Options.

**Premises – Berth 200:**

The Premises would consist of the exclusive use of approximately 4.02 acres of uplands and the non-exclusive use of the submerged lands adjacent thereto, as depicted on Exhibit “A”.

**Use:** The Premises would be used solely for shipyard activities and for no other use without PTB’s prior written consent.

**Access Easement - Berth 200:**

PTB would provide for an easement for access to the Premises, solely at the discretion of PTB through the property located directly to the north of the northern most leasehold line. All improvements and security requirements as determined by PTB, in its sole discretion, that are required for access and to isolate the Premises from restricted areas or neighboring port property would be the financial responsibility of ISR. In addition, ISR would use the Access Easement solely for ingress and egress to the Premises and for no other purpose without PTB’s prior written consent.

**Rent:** The Annual Rent would be \$36,000.00 per acre per year and would increase annually by CPI.

**Insurance Requirements:**

ISR would provide all insurance coverage requirements as deemed necessary, at the sole discretion of PTB, and indemnify and hold harmless PTB from any claims or damages resulting from the use of the Premises during the lease term.

**Berth 206:** The initial term for the temporary mooring of vessels along Berth 206 and access easement rights would be for one (1) year with an annual renewal at the sole discretion of PTB. In the event ISR's use of Berth 206 expires, PTB would attempt to identify alternative berthing locations on available PTB berths, subject to negotiation and approval by ISR. ISR's use of Berth 206 or any other PTB berth and accompanying easement rights would be for the sole purpose of securing vessels, accessing vessels and the movement of vehicles, supplies and portable equipment, and for no other purposes, without written approval from PTB.

**Metro Port Lease Termination:**

ISR and PTB would acknowledge the termination of the 2009 Lease Agreement between parties for the use of approximately 9.16 acres of land, including Berths 263 through 266, inclusive (referred to as "Metro Port"), as of the 1st day of August 2018, due to the unsafe condition of the wharf and ISR's removal of its equipment from Metro Port Berthing Facility.

**Contract Dockage Rate for Berth 256:**

Berth Facilities: The Berth Facilities would consist of the mooring berths at Berth 256, as depicted on Exhibit "D," which is subject to the coordination with Cargill, Inc. ("Cargill") concerning the occupancy and vessel docking of the berth and the berth reservation assignment by PTB for short-term mooring of vessels. ISR would make lay-berth reservations in accordance with the procedures, as shown in Exhibit "B" and submit a request form, as shown in Exhibit "C". PTB would grant ISR preferred berthing reservations subject to the use of the berth by Cargill; provided, however, that ISR has made a lay berth reservation request in accordance with the procedures and request form set forth in Exhibits "B" and "C" and coordinated its use of the berth with Cargill.

Use: ISR would use the Berthing Facilities, in accordance with the applicable requirements, for the non-exclusive temporary layup of vessels.

Consideration: ISR would pay a dockage rate at 50% of the current published tariff rate. ISR would be responsible for any security cost requirements as may be required.

Term: The Initial Term would be for a period concurrent with the effective lease agreement at Berth 200.

Other: ISR would be responsible for all utilities, real estate taxes, site improvements, insurance, maintenance of the Berthing Facility, and compliance with all seaport security laws and regulations, environmental laws and regulations and all other applicable regulations and laws.

**Other:** ISR would accept all the locations and premises described within, in their "AS-IS", "WHERE-IS" condition and would be responsible for the pre-existing condition of the Premises along Berths 200 and 206. In addition, ISR would be responsible for all applicable taxes on rent, real estate taxes (including the access easement and non-exclusive use of the submerged lands, if any), security, and site improvements to include the access easement that would be required for Shipyard activities and operations, dredging of Berths 200 and 206, utility service, all PTB required insurance provisions pertinent to ISR's business activities and general maintenance of the Premises. All improvements, security requirements as determined by PTB, in its sole discretion, that are required for access to the Premises and to isolate the Premises from neighboring port property would be the financial responsibility of ISR and would be at the sole discretion and direction of PTB. ISR would obtain minimum insurance coverages and policies required by PTB, in its sole discretion, to adequately insure the locations and premises set forth above.

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



**EXHIBIT “B”**  
**LAY BERTH RESERVATION REQUEST PROCEDURE**

- Complete the following sections in the form.
  - **Top section** of form (Requestor, date submitted, phone).
  - **Vessel Information** section (vessel name, LOA, beam, draft, sea buoy time/date, if applicable).
  - **Berth Information: Lay-up** section (time/date at lay-berth, duration, reason for lay-up).
- Submit form to [cvtstampa@tampaport.com](mailto:cvtstampa@tampaport.com) (Operations would coordinate with Ports America, if applicable, for berth assignment).
  - Once berth assignment is confirmed, Ops would provide reservation number to requestor.
- Arrange Security with Ports America, if applicable for access afterhours @ [tampa.security@portsamerica.com](mailto:tampa.security@portsamerica.com).
- Arrange Security with Ports America for lay-berths at Berths 208 to 212.
- **NOTE:** May also involve PTB Security.
- If lay-berth are at Berths 30/31, Security can be arranged by Requestor from list of approved Security companies. **NOTE:** PTB Security would need to be notified at 813-334-9467 for gate access once contract security is onsite.

Tips on completing the form:

- Keep in Word format.
- Type data in gray shaded boxes.
- Select F1 in any gray shaded box for help.
- Submit in timely manner. Per the Tariff, lay-berth requests must be received before vessel actually docks at lay-berth; however we understand that lay-berth requests may be time sensitive due to the nature of the request. We would do our very best to work with you in those last minute situations.

**EXHIBIT “C”**  
**PORT BERTH AND LAY BERTH RESERVATION FORM**

 **Port Berth Reservation Request** (Be sure to select Edit from the View tab); Press F1 for help.

(To Include Lay-Up Berth requests)

Requestor:

Date Submitted:

*(Name of person and affiliated Agency/Company)*

Phone Number:    -    -

Fax number:    -    -

E-mail:

Berth Request: ☐

Lay-Berth Request (lay-up): ☐

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**Vessel Information**

Name:

IMO #:

LOA:

Beam:

Draft:

Freeboard:

Arrival Time/Date (Sea buoy):

Arrival Time/Date (Berth):

*Time    Date*

Departure Time/Date:

*Time    Date*

Last Port:

Shift To:

Next Port:



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**Berth Information: Cargo-Ops**

Berth Requested:      Duration:      2<sup>nd</sup> Berth:      Duration:

*(Select from dropdown)      (Hours/Days)      (Hours/Days)*

Cargo:      Cargo:

Terminal Operator:      Terminal Stevedore:      Terminal Operator:      Terminal Stevedore:

*(If Applicable)*

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**Berth Information: Lay-Up**

Time/Date requested for Lay-Up:      Duration:      Berth Requested:

*Time      Date      (Hours/Days)*

Reason for Lay-Up:      2<sup>nd</sup> Berth:      Duration:

*(Bunkers, Water, Supplies, Repairs, Weather)      (Hours/Days)*

Special Needs:

*(Crane, Main engine repairs, Bunkers by truck)*



**Note:** Regarding Lay-ups at Berths 201-212, be sure to contact [tampa.security@portsamerica.com](mailto:tampa.security@portsamerica.com) to arrange for security. Contact PTB Duty Sergeant at 813-334-9467 or Operations at 813-241-1886 ([cvtstampa@tampaport.com](mailto:cvtstampa@tampaport.com)) for assistance at all other lay-berths.

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**Special Requirements / Restrictions / Notes**



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**Below this line - Port Tampa Bay Personnel only**

Reservation received by:

*(Ops Officer name)*

Reservation completed by:

*(Ops Officer name)*

Status:

Berth Assigned: *(Select from dropdown)*

Reservation #:

Berth Assigned: *(If berth not in dropdown)*

EXHIBIT "D"  
BERTH 256 DEPICTION

