

# OCEAN HIGHWAY & PORT AUTHORITY

NASSAU COUNTY

## AGENDA

Wednesday, March 13, 2019

6:00 PM

Commissioner Chambers  
James Page Government Complex  
96135 Nassau Place, Yulee, FL 32097

### 6:00 PM – Meeting Called to Order – Chairman

Invocation – Commissioner Cole

Pledge of Allegiance – Commissioner Cole

Roll Call: Robert Sturgess, District 1; Danny Fullwood, District 2, Scott Hanna, District 3; Carrol Franklin, District 4; Mike Cole, District 5

- Comments - Audience (Sign in sheets on the Press Table)

#### 1. Approval of Minutes

- February 13, 2019 Regular Meeting Minutes

#### 2. Consent Items

- ProSky Studios Invoice #20180151 for \$1,200

#### 3. Financial Report – February 2019

#### 4. Report by Pierre LaPorte

#### 5. Report by Jeb Branham, Port Attorney

#### 6. Laura DiBella, Port Director

#### 7. Port of Fernandina Report

- Tonnage Report – February 2019

## **8. Unfinished Business**

- Adoption of Resolution 2019-1 – Department of Transportation Grant (**Need commitment letter from Chris**)
- Economic Impact Study Proposal from TranSystems
- Authorization for Crane Spare Parts Purchase from Liebherr to be added as part of the crane grant package
- Conservation Wetlands Request (**Need request letter from Chip Ross**)
- Mauldin and Jenkins Engagement Letter for Yellow Book Audit

## **9. New Business**

- TEFRA Public Hearing regarding issuance of bonds
- Resolution 2019-03 – Operating Agreement clarification and approval of new quarterly payment schedule for Worldwide Terminals

### ***Committee Reports***

- Port Security – Commissioner Fullwood
- Customs House – Commissioner Franklin
- Economic Development – Commissioner Fullwood
- Emergency Management – Commissioner Franklin
- Technical Coordinating Committee – Commissioner Hanna
- TPO – Commissioner Cole
- Nassau Chamber East Side – Commissioner Sturgess
- Nassau Chamber West Side – Commissioner Cole

## **10. Administrative Office Manager Report**

## **11. Other items to be brought by Commissioners**

## **12. Adjourn**

## Ocean Highway & Port Authority

Robert Sturgess – Chairman, Commissioner, District 1  
Danny Fullwood – Vice Chairman, Commissioner, District 2  
Scott Hanna – Commissioner, District 3  
Carroll Franklin – Secretary/Treasurer, District 4  
Mike Cole – District 5

### Monthly Meeting Minutes

February 13, 2019

The Ocean Highway and Port Authority of Nassau County held its Monthly Meeting on Wednesday, February 13, 2019 in the County Commissioners Chambers at the James Page Government Complex, 96135 Nassau Place, Yulee, Florida 32097

The meeting was called to order at 6:03 PM by Chairman Sturgess.

The invocation was given and Pledge of Allegiance was led by Commissioner Cole. Roll call was conducted by Ms. Barbara Amergian. Commissioner Fullwood was absent. Also in attendance was Jeb Branham, Port Attorney, Laura DiBella, Port Director; Pierre LaPorte, Port Accountant, and Chris Ragucci, Port Operator.

**Commissioner Hanna made motion to approve the January 9, 2019 meeting minutes with change. Motion passed unanimously.**

**Commissioner Cole made motion to approve the February 1, 2019 Emergency meeting minutes with change. Motion passed unanimously.**

Consent item:

**Commissioner Franklin made motion to approve Moody invoice dated August 31, 2018 for \$2,083.00 Invoice#C2012778-001 for payment from the operating budget. Motion passed unanimously.**

Chairman Sturgess recognized Pierre LaPorte, Port Accountant. Mr. LaPorte presented the monthly financial report for January, 2019. He addressed the question from the January regular meeting about increasing the commissioner salaries to \$2,000 monthly; this would require an additional \$30,000 from the budget. He pointed out that the attorney fees line item is running close to budget for the full year already and there is one unexpected item to add to the budget – a Yellow Book Audit, which is required by Florida Statutes, that Mauldin and Jenkins will need to complete due to grant monies totaling more than \$750,000 (Fender Project and funds drawn for the initial crane deposit before the fiscal year end.) The fee for this audit would be \$7,000.

There was discussion regarding the Yellow Book audit and the \$7,000 fee. **Commissioner Franklin made the motion to approve the engagement letter and the \$7,000 fee. Commissioners Hanna and Cole opposed. Motion failed.** The Board asked to explore the possibility of a reduction in fee with Mauldin & Jenkins and vote again at the March meeting.

Mr. LaPorte went over the Financial Statements for the quarter ending December 31, 2018.

Chairman Sturgess recognized Jeb Branham, Port Attorney. Mr. Branham reviewed his invoice for professional services and his attorney report. He gave an overview of OPHA's position with the City's Comprehensive Plan and the upcoming Workshop scheduled for March 4<sup>th</sup>. Mr. Branham also will prepare a memorandum for the Board to outline the framework for RFPs.

Chairman Sturgess recognized Laura DiBella, Port Director. Ms. DiBella reported on the following:

- A meeting with Congressman Rutherford took place on Friday, February 8<sup>th</sup>, the meeting was to discuss the ability to move ahead with maintenance dredging. Commissioner Sturgess was in attendance along with Chris Ragucci.
- Working with FDOT for the security lighting grant. OHPA is still waiting for the commitment letter from Worldwide Terminals in order to move forward.
- There is a request outstanding with FDOT with FSTED to gain out-of-cycle funding for the master plan funding.
- The first reimbursement from the crane was received, the second request for reimbursement will be submitted soon.
- Marine Highway Application is still in progress but is looking favorable.
- The Jacksonville Business Journal did a five-page article on activity on Amelia Island, with one page dedicated to the Port.
- American Journal of Transportation ran the press release on the new shipping line using the Port of Fernandina.
- Economic Impact Study with the proposal from RCLCO – Ms. DiBella discussed the information that was presented and suggested that funds be earmarked for this study.
- Ms. DiBella reported on the Men's Newcomers Club presentation on the history of the Port. She has hired a consultant to do thorough and extensive research on the Port and for OHPA to use for marketing the Port.
- The Propeller Club Port of Jacksonville is holding its Annual State of the Port. OHPA has purchased a table for eight. She would like a list of the Commissioners who will be attending.
- There will be no Economic Development meeting this month.

Chairman Sturgess recognized Chris Ragucci, Port Operator. Mr. Ragucci asked to move directly to the agenda item to formally authorize to retrain Joe Stanton as OPHA's Bond Counsel. Mr. Stanton was invited to speak to the proposal to retain his firm. He reported that all fees would be paid by Worldwide Terminals. Chairman Sturgess asked about fees due if the bond process does not go through. Mr. Stanton said that there would be fees incurred but would be billed to Worldwide Terminals. Mr. Stanton explained RBC - Julie Santamaria's role in the process as a financial advisor to the transaction.

**Chairman Sturgess made the motion to retain Joe Stanton, Nelson Mullins, Riley & Scarborough LLP, as the Bond Counsel for OPHA. Motion passed unanimously.**

Mr. Ragucci presented the tonnage report for January, 2019. There was 40,159 tons handled in January, 2019. He pointed out the new category added to the report in the form of wood pulp which brought 18,739 tons in January.

Mr. Ragucci presented the Board with a Project Financing Presentation which outlined the need to secure bond funding in order to move forward with additional 77,000 sf on-dock warehouse space, channel and dock dredging, and rubber-tired gantry crane, totaling \$7.5 million in capital improvements.

Chairman Sturgess called for a recess at 7:12 PM. Meeting resumed at 7:17 PM.

Chairman Sturgess recognized Hardee Cavanaugh, President of Jacksonville/Fernandina Pilots Association. Mr. Cavanaugh spoke to the Board about the need to have the Port of Fernandina remain competitive and have the berth depth maintained at 36' in order to host larger ships.

Chairman Sturgess recognized Nick Ratti, CFO of Worldwide Terminals Fernandina. Mr. Ratti spoke to the Board about the need to secure the bond as it relates to the interest rates and the financial structure at Worldwide Terminals.

Chairman Sturgess recognized Rick Ferrin, Vice President at TranSystems. Mr. Ferrin spoke to the Board about the findings from the marketing and feasible report his company prepared and will be presented with the Bond Offering at the first of March, 2019. Mr. Ferrin handed out a diagram of the proposed warehouse layout. Mr. Ferrin also informed the Board that Hardee Cavanaugh was able to locate a 1990 DRP permit that established the berth depth at 40'.

Joe Stanton, OHPA Bond Counsel, addressed the Board and discussed the legal aspects of the bond and the proposed inducement resolution of a conduit bond issuance, which is OHPA. WTF is the borrower and responsible for the debt. Once bonds are issued and transaction is closed, OHPA's involvement is minimal. Worldwide Terminals Fernandina, as the borrower, is responsible for all costs associated with the bonds. A bond trustee is established and bond trustee is responsible for collecting the debt service from WTF and sending the payments to the investors.

Commissioner Hanna asked about OHPA's responsibility if, in a worse-case scenario, Worldwide Terminals Fernandina fails to repay the bond. Mr. Stanton informed the Board that a Trustee would step in and assign a new Port Operator to run the port. Chairman Sturgess asked for clarification on Sec. 11.7 in the operating agreement. Mr. Stanton informed the Board that the rights of the Operating Agreement would transfer in its entirety to the new port operator.

Mr. Stanton reiterated that costs incurred by all the professionals involved, are all payable by Worldwide at the closing as well as any ongoing fees. OHPA filing of disclosures with the IRS are handled by a dissemination agent to submit to the public website (EMMA.) The agent is responsible for gathering the information and posting the information. Their annual fee is the responsibility of Worldwide Terminals Fernandina.

Mr. Stanton reviewed the process: OHPA and Worldwide Terminals are the beginning of the process, preparation going forward includes the Feasibility Report, preparation of bond documents. These documents will be circulated to OHPA Board, staff, consultants, and Port Attorney, WTF and underwriters for review.

These will be summarized in a document that is used to sell the documents in the marketplace. There is the TEFRA approval from IRS. A public hearing is required to seek approval of the bonds and TEFRA. Once bonds are approved, the bonds will be marketed and sold by UBS. Then the closing is held, and documents are executed. OHPA, as the conduit issuer, will receive a fee at the closing, typically an upfront fee and sometimes an annual fee. Julie

Santamaria can provide a range of appropriate fees that could be charged. A closing date target date is March 29, 2019.

**Commissioner Cole made the motion adopt Resolution 2019-2. The motion was approved unanimously.**

#### **Resolution 2019-2**

**A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY (THE "AUTHORITY") EXPRESSING THE INTENT OF THE AUTHORITY TO ISSUE, AS A CONDUIT ISSUER, PORT REVENUE BONDS IN ONE OR MORE TAX-EXEMPT OR TAXABLE SERIES AND IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$30,000,000 AND TO LEND THE PROCEEDS OF THE SALE OF SUCH BONDS TO WORLDWIDE TERMINALS FERNANDINA, LLC FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, RENOVATION, IMPROVEMENT AND EQUIPPING OF CERTAIN PORT FACILITIES, FUNDING DEPOSITS TO DEBT SERVICE RESERVE, CAPITALIZED INTEREST AND ROLLING COVERAGE FUNDS AND PAYING CERTAIN WORKING CAPITAL EXPENDITURES AND COSTS OF ISSUANCE RELATED THERETO; DECLARING THE OFFICIAL INTENT OF THE AUTHORITY FOR THE PURPOSES OF TREASURY REGULATIONS SECTION 1.150-2; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; PROVIDING FOR AN EFFECTIVE DATE.**

Mr. Branham pointed out that this version differs from the one included in the meeting packet, with the addition of Section 5 D. and E. The additional conditions of this enabling resolution are that the Board has to have found that the conditions have been met before the final issuance of the bonds.

#### **New Business:**

Resolution 2019-1 Department of Transportation Security Lighting Grant Agreement is tabled to March meeting, OHPA is awaiting financial commitment letter from Worldwide Terminals.

**By unanimous consent, Barb Amergian is authorized to make changes and update the information on the website.**

**Chairman Sturgess made a motion to ratify the need for and actions taken at the Emergency Meeting on February 1, 2019. Motion passed unanimously.**

Authorization for Crane Spare Parts Purchase from Liebherr is tabled to March meeting. Awaiting the spare parts list from Liebherr.

Conservation Wetland Rezoning Request has been tabled to March meeting in anticipation of a written request from City Commissioner Chip Ross.

TranSystems Proposal for Structural Analysis and Development of Crane Positioning Options. Cost is \$10,800.

**Chairman Sturgess made the motion to approve the additional scope of work from TranSystems. Motion passed unanimously.**

Committee Reports:

Port Security – Commissioner Fullwood – no report due to his absence.

Customs House – Commissioner Franklin – Commissioner Franklin reviewed the three quotes from cleaning companies. He suggested continuing with the company currently cleaning, Commercial Building Maintenance at \$380. The Board decided to extend the contract with CBM through March until Commissioner Fullwood can weigh in on the hiring of the new cleaning company.

Economic Development - Commissioner Fullwood – no report due to his absence.

Emergency Management – Commissioner Franklin – a meeting is scheduled for March.

Technical Coordinating Committee – Commissioner Hanna – He attended the last meeting and reported on the availability of grants for electric car charging stations.

TPO – Commissioner Cole – next meeting is February 14<sup>th</sup>.

Nassau County East Side – Commissioner Sturgess

Nassau County West Side – Commissioner Cole – He attended the meeting and informed the Board of the Awards Ceremony on February 26<sup>th</sup>.

With no further business brought by the Commissioners, the meeting was adjourned at 8:30 PM.

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Robert H. Sturgess, Chairman

ProSky Studio, LLC  
PO Box 1434  
Callahan, FL 32011  
(904) 497-0759  
Contact@proskystudio.com  
www.ProSkyStudio.com



## INVOICE

### BILL TO

Laura DiBella  
Ocean Highway and Port  
Authority  
86130 License Road, Suite 9  
Fernandina Beach, FL 32034

**INVOICE #** 20180151  
**DATE** 02/25/2019  
**DUE DATE** 02/25/2019  
**TERMS** Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
<b>Production &amp; Marketing:Full Production</b> Filming & Production of Port Authority crane off loading video. 2 instances of aerial filming: Day 1: 2 hours; Day 2: 3 hours. Includes editing of video and photographs. We have extended partnership pricing to OHPA for this project. Photography and video file delivered to to ShareFile.	1	1,200.00	1,200.00

Send check payments to:  
ProSky Studio, LLC  
PO Box 1434  
Callahan, FL 32011

BALANCE DUE

**\$1,200.00**

Thank you for your business.

Please take 30 seconds to review us on Google. <https://goo.gl/xCoApX>





Laura DiBella  
Executive Director

Shelley Hirsch  
Operations and  
Compliance Manager

Sherri Mitchell  
Director, Workforce  
Development

Roger Rassman  
Chairman of the Board

Randy Knagge  
Vice-Chairman

Royce Proctor  
Immediate Past Chair

Vicki Beaudry  
David Buchanan

Jim Bush  
Michael Cassel

Mike Cole  
Chris Corr

Pat Edwards  
Danny Fullwood

Jodi Henson  
Ed Hubel

Brent Lemond  
Donna Martin

Kenneth McAllister  
C.A. McDonald

Tracy Nazzaro  
Carmen North

Jonathan Petree  
Ronald "Chip" Ross

Eric Schmidt  
Michael Stokes

Jim Weaver  
Bob White

March 5<sup>th</sup>, 2019

Robert Sturgess, Chairman  
86130 License Road, Suite 9  
Fernandina Beach, FL 32034

RE: M-95 America's Marine Highway Fernandina Express Container  
Barge Service Designation

Dear Honorable Sturgess,

Please accept this letter of support in your efforts regarding the M-95  
America's Marine Highway Fernandina Express Container Barge Service  
designation.

Nassau County is very fortunate to be among the fifteen (15) counties  
that has its own homeport, the Port of Fernandina, the economic  
backbone of the area for centuries.

Global trade continues to evolve, and the role of seaports, both large  
and small, are becoming that much more critical in the shipping and  
economic equation overall. Economic development must evolve with  
the changes in the environment and market forces, continually seeking  
alternatives to remain competitive. Truck congestion, the looming  
driver shortage, ELD implementation and safety concerns are driving  
costs to transport goods continually higher, therefore making the  
financial case all the greater to seek shipping alternatives.

Cargo transported predominantly by truck both to and from the Port  
of Fernandina is becoming increasingly more difficult with the trucking  
regulations in place and the fact that the Port is bound by a historic  
district in the City of Fernandina Beach, as well as, a rapidly growing  
county.

The Port is located on a barrier island and its ability to serve the  
community by truck could be severely crippled in a significant weather  
event. The on-dock rail service would be severely compromised, if not  
devastated, as well as, the only rail line to the island runs concurrent  
with the northernmost bridge to Amelia Island, the Shave Bridge.

Implementing this barge service is essential to the overall success and sustainability of not only the Port, but the viability of the island overall should disaster occur. Quality of life for the residents of Nassau County would also likely improve with the implementation of this service as the number of trucks taken off the road in transit to and from the Port would be substantial.

We see this as an exciting opportunity for the Port of Fernandina to expand its offerings, while addressing the needs and desires of the global to local market and unique island culture. We appreciate MARAD's consideration and thank you in advance for your efforts in growing Nassau County's economy.

Sincerely,

A handwritten signature in blue ink that reads "Laura DiBella". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Laura DiBella  
Executive Director  
Nassau County Economic Development Board

**RESOLUTION NUMBER 2019- 1**

**A RESOLUTION OF THE OCEAN HIGHWAY  
AND PORT AUTHORITY, NASSAU COUNTY,  
FLORIDA, ADOPTING FLORIDA  
DEPARTMENT OF TRANSPORTATION  
GRANT AGREEMENT AND PROVIDING AN  
EFFECTIVE DATE:**

**WHEREAS:** The Ocean, Highway, and Port Authority (“Authority”) is an independent, special district created and chartered under the laws of the State of Florida at Chapter 2005-293, as authorized by F.S. Ch. 189;

**WHEREAS:** The Authority recognizes that there is an urgent need for lighting upgrades at the Port of Fernandina;

**WHEREAS:** The State of Florida Department of Transportation (“FDOT”) has awarded the Authority a Public Transportation Grant in the amount of \$155,553 for lighting upgrades at the Port of Fernandina, as more particularly described in the State of Florida Department of Transportation Grant Agreement attached hereto as Exhibit A (the “Grant Agreement”);

**WHEREAS:** The Grant Agreement includes a local match of \$51,851;

**WHEREAS:** Worldwide Terminals Fernandina, LLC has committed to provide funding for the local match of \$51,851 as provided in a letter dated December \_\_, 2018, attached hereto as Exhibit B;

**WHEREAS:** The foregoing is consistent with the public purpose of Authority; and

**WHEREAS:** The foregoing is consistent with the 2018-2019 Budget as previously adopted and approved.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA, THAT:**

1. The Ocean, Highway and Port Authority, Nassau County, Florida, adopts and ratifies the Grant Agreement in Exhibit A, which is incorporated herein and made a part hereof by this reference; and

2. The Grant Agreement shall be effective as of the date of adoption by FDOT.

**RESOLVED, FURTHER THAT:** The Ocean Highway and Port Authority hereby adopts the foregoing Resolution, dated this \_\_\_\_ day of January, 2019.

**OCEAN HIGHWAY AND PORT AUTHORITY,  
NASSAU COUNTY**

BY: \_\_\_\_\_

ROBERT STURGESS, ITS CHAIRMAN

**ATTEST:**

BY: \_\_\_\_\_

CARROL FRANKLIN, ITS SECRETARY



**TranSystems**

**Frederick (Rick) R. Ferrin, P.E.**  
**Vice President**

200 East Robinson Street, Suite 600  
Orlando, FL 32801  
Cell 904 838 4264  
[rferrin@transystems.com](mailto:rferrin@transystems.com)

March 5, 2019

Laura DiBella  
Executive Director | Port Director  
Nassau County Economic Development Board  
Fernandina Ocean Highway and Port Authority  
76346 William Burgess Blvd, Yulee, FL 32097

**Re: Proposal for Professional Consulting Services:  
Regional Economic Impact Analysis, FSTED Grant Applications Preparation and Entry of Selected  
Port Projects into FDOT's SeaCIP at the Port of Fernandina, Fernandina Beach, FL**

Dear Ms. DiBella:

TranSystems is pleased to submit the following proposal in response to your inquiry about our ability to develop a regional economic impact analysis and report on the economic effects on the County and region resulting from commercial activities at the Port of Fernandina. This proposal also responds to your request that TranSystems assist in the identification of OHPA's critical and most immediate capital improvement projects, then provide assistance in the development of FSTED seaport grant funding applications and execute the inclusion of these identified, justified projects in the FDOT's automated seaport data and project data system – SeaCIP.

### **I. Regional Economic Impact Report**

The Economic Impact Study will address the local (Nassau County), regional and state impacts of current maritime operations and of proposed improvements/new services at the Port. A customized Economic Impact Model will be prepared that reflects the unique characteristics of the Port. The following tasks provide a summary of our project methodology:

#### **Task 1: Review of Port Operations and Proposed Improvements/New Services**

The project team will review current port operations (e.g., cargo tons by market segment, staff levels, job types, etc.) and proposed improvements/new services (e.g. new barge service) as input to the economic model. Much of this information is already available from the recently completed bond offering due diligence report and other port documents. Other information (e.g. the port's staff levels and payroll) will be determined in collaboration with OHPA and Worldwide Terminals Fernandina, LLC, the port operator. This information will be used as inputs to the Economic Impact Model.

#### **Task 2: Interview Survey**

The project team will conduct interviews with (1) companies that provide services to the cargo and ships, and (2) shippers and consignees that move cargo through the port. The list of companies will be developed in collaboration with OHPA and Worldwide Terminals Fernandina, LLC. The intent of the interviews is to understand how companies are dependent on the port (measured by number of jobs, payroll, etc.) and develop data inputs for the model that reflect the unique characteristics of the Port of Fernandina.



TranSystems

Frederick (Rick) R. Ferrin, P.E.  
Vice President

### **Task 3: Economic Impact Model**

The Economic Impact Model will determine the local (Nassau County), regional and state economic impacts generated by maritime activity at the Port of Fernandina. The Model will be customized to the Port of Fernandina, and will incorporate the unique data from Task 2. Additional information on personal income multipliers, induced impacts, and others indicators will be obtained from the Bureau of Economic Analysis, Bureau of the Census and other sources. The project team will review publicly available economic impact reports on other small cargo ports as a general benchmark on patterns in the industry. Less emphasis will be placed on standardized economic impact models of the port industry, such as the "MARAD Port Kit", which may not reflect the unique circumstances of a small port like Fernandina.

The Economic Impact Model, customized for the Port of Fernandina, will be run for (1) current maritime operations and (2) up to three proposed improvements/new services. The project team will collaborate with OHPA to define the proposed improvements/new services. Economic impacts will be classified as Direct, Indirect, Induced and Related, and will include jobs, personal income, business revenue and tax revenue.

### **Task 4: Qualitative Assessment of Other Impacts**

The project team will evaluate other impacts not captured by the Economic Impact Model. For example, these may include:

- Dependency – identification of companies that are highly dependent on access to the Port of Fernandina.
- Synergy – opportunities to align with other industry infrastructure (e.g., industrial parks) in Nassau County and the region.

### **Task 5: Economic Impacts Report**

The project team will prepare and present in public meetings a full report that documents methodology, analysis and findings, including an executive summary.

## **SCHEDULE**

The proposed schedule is 3 to 5 weeks, the estimated completion time has a two week variance that is influenced by duration of the interview survey.

## **COMPENSATION**

TranSystems has estimated the labor effort required as well as all reimbursable expenses and agrees to perform all professional services detailed in this proposal for a fee, not to exceed, \$27,000.

Thank you for this opportunity and the TranSystems team is prepared to begin work immediately on both the regional economic impact analysis, the FSTED grant applications and SeaCIP project entry process. We look forward to continuing to make a positive impact on the Port of Fernandina.

Sincerely,

A handwritten signature in blue ink that reads "Frederick R. Ferrin".

Frederick R. Ferrin, PE  
Vice President Ports and Maritime

# LIEBHERR

Liebherr USA, Co.  
4100 Chestnut Ave, Newport News, VA 23607

WORLDWIDE TERMINALS FERNANDINA LLC  
NASSAU TERMINALS  
2345 FRIENDLY ROAD  
FERNANDINA BEACH, FL  
32034-8641

## Quotation

Subject to the present terms of delivery and payment

Machine No.	Please indicate in all correspondence		Please indicate in your payment			Page 1 of 2		
	Quotation No.	Date	Customer No.	Supplier No.	Invoice No.			
LHM 400 140439	906906 / 021	02-26-2019	702096					
	Order Date	02-26-2019	Name	NAIMAN, Joanna				
	Reference A		Phone	+1(305)8177573				
	Reference B	140439	Fax					
	Customer Order No.		Email	joanna.naiman@liebherr.com				
Item	Project No. Description	Article No.	CC	Quantity	UQ	Unit price	Discount Delivery Date (after RO)	Total price
This quotation expires on : 03-28-2019								
Ref: MONITOR RFK								
We confirm receipt of your enquiry: 02/26/2019 with many thanks. Based on our terms of delivery and payment and according to the special conditions as per stated below, we are pleased to herewith offer delivery of spare parts as follows:								
--								
10	11303378 MONITOR EQUIPMENT		AT	1.00	Pcs	4,899.00		4,899.00
--								
20	0010061 PACKING COSTS			1.00	Pcs			
--								
30	0010060 FREIGHT COSTS			1.00	Pcs			
--								
Shipping mode (Incoterms 2010) FCA/free carrier place of delivery			Terms of payment 30 days after date of invoice net					
Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com			Liebherr America Inc. d b a <b>LIEBHERR USA, CO.</b> Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432			<b>LIEBHERR USA, Co.</b>		

**We reserve the title to the goods until payment is made in full.**

# LIEBHERR

Machine No. LHM 400 140439	Please indicate in all correspondence Quotation No. 906906 / 021 Date 02-26-2019		Please indicate in your payment Customer No. 702096 Supplier No. Invoice No.			Page 2 of 2		
	Order Date 02-26-2019 Reference A Reference B 140439 Customer Order No.	Name NAIMAN, Joanna Phone +1(305)8177573 Fax Email joanna.naiman@liebherr.com						
Item	Project No. Description	Article No.	CC	Quantity	UQ	Unit price	Discount Delivery Date (after RO)	Total price
Goods		Net		Tax		Total USD		
4,899.00		4,899.00		342.93		5,241.93		
<p>Prices : Are in USD for delivery ex works Miami unpacked and uninsured.</p> <p>PACKING AND FREIGHT CHARGES ARE NOT INCLUDED AND WILL BE INVOICED AT COST ONCE AVAILABLE.</p> <p>Time of delivery : WILL FOLLOW</p> <p>Terms of payment : As agreed</p> <p>STOCK ITEMS ARE SUBJECT TO PRIOR SALE!</p> <p>THIS OFFER IS SUBJECT TO OUR GENERAL TERMS AND CONDITIONS OF SPARE PARTS SALE AND SERVICE.</p>								
Shipping mode (Incoterms 2010) FCA/free carrier place of delivery			Terms of payment 30 days after date of invoice net					
Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com		Liebherr America Inc. d b a <b>LIEBHERR USA, CO.</b> Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432				<b>LIEBHERR USA, Co.</b>		

**We reserve the title to the goods until payment is made in full.**



# LIEBHERR

Liebherr USA, Co.  
4100 Chestnut Ave, Newport News, VA 23607

WORLDWIDE TERMINALS FERNANDINA LLC  
NASSAU TERMINALS  
2345 FRIENDLY ROAD  
FERNANDINA BEACH, FL  
32034-8641

## Quotation

Subject to the present terms of delivery and payment

Machine No.	Please indicate in all correspondence		Please indicate in your payment			Page 1 of 2		
	Quotation No.	Date	Customer No.	Supplier No.	Invoice No.			
LHM 400 140439	906898 / 021	02-25-2019	702096					
	Order Date	02-25-2019	Name	NAIMAN, Joanna				
	Reference A		Phone	+1(305)8177573				
	Reference B	140439	Fax					
	Customer Order No.		Email	joanna.naiman@liebherr.com				
Item	Project No. Description	Article No.	CC	Quantity	UQ	Unit price	Discount Delivery Date (after RO)	Total price
This quotation expires on : 03-27-2019								
Ref: MONITOR								
We confirm receipt of your enquiry: 02/25/2019 with many thanks. Based on our terms of delivery and payment and according to the special conditions as per stated below, we are pleased to herewith offer delivery of spare parts as follows:								
--								
10	10541799 MONITOR MODIFICATION KIT		AT	1.00	Pcs	6,215.00		6,215.00
--								
20	0010061 PACKING COSTS			1.00	Pcs			
--								
30	0010060 FREIGHT COSTS			1.00	Pcs			
--								
Shipping mode (Incoterms 2010) FCA/free carrier place of delivery			Terms of payment 30 days after date of invoice net					
Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com			Liebherr America Inc. d b a <b>LIEBHERR USA, CO.</b> Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432			<b>LIEBHERR USA, Co.</b>		

**We reserve the title to the goods until payment is made in full.**

# LIEBHERR

Machine No. LHM 400 140439	Please indicate in all correspondence			Please indicate in your payment			Page 2 of 2		
	Quotation No. 906898 / 021	Date 02-25-2019		Customer No. 702096	Supplier No.	Invoice No.			
	Order Date 02-25-2019	Reference A	Reference B 140439	Customer Order No.	Name NAIMAN, Joanna	Phone +1(305)8177573	Fax		
					Email joanna.naiman@liebherr.com				
Item	Project No. Description	Article No.	CC	Quantity	UQ	Unit price	Discount Delivery Date (after RO)	Total price	
Goods				Net	Tax	Total USD			
6,215.00				6,215.00	422.90	6,637.90			
<p>Prices : Are in USD for delivery ex works Miami unpacked and uninsured.</p> <p>PACKING AND FREIGHT CHARGES ARE NOT INCLUDED AND WILL BE INVOICED AT COST ONCE AVAILABLE.</p> <p>Time of delivery : APPROX. 1-2 WEEKS</p> <p>Terms of payment : As agreed</p> <p>STOCK ITEMS ARE SUBJECT TO PRIOR SALE!</p> <p>THIS OFFER IS SUBJECT TO OUR GENERAL TERMS AND CONDITIONS OF SPARE PARTS SALE AND SERVICE.</p>									
Shipping mode (Incoterms 2010) FCA/free carrier place of delivery				Terms of payment 30 days after date of invoice net					
Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com			Liebherr America Inc. d b a <b>LIEBHERR USA, CO.</b> Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432			<b>LIEBHERR USA, Co.</b>			

**We reserve the title to the goods until payment is made in full.**

# LIEBHERR

Liebherr USA, Co.  
4100 Chestnut Ave, Newport News, VA 23607

WORLDWIDE TERMINALS FERNANDINA LLC  
NASSAU TERMINALS  
2345 FRIENDLY ROAD  
FERNANDINA BEACH, FL  
32034-8641

## Delivery Address

WORLDWIDE TERMINALS FERNANDINA LLC  
NASSAU TERMINALS  
2345 FRIENDLY ROAD  
FERNANDINA BEACH, FL  
32034-8641

## Quotation

Subject to the present terms of delivery and payment

Machine No.	Please indicate in all correspondence		Please indicate in your payment			Page		
	Quotation No.	Date	Customer No.	Supplier No.	Invoice No.			
LHM 400 140439	906855 / 021	02-21-2019	702096			1 of 4		
	Order Date	02-21-2019	Name	NAIMAN, Joanna				
	Reference A		Phone	+1(305)8177573				
	Reference B	140439	Fax					
	Customer Order No.		Email	joanna.naiman@liebherr.com				
Item	Project No. Description	Article No.	CC	Quantity	UQ	Unit price	Discount Delivery Date (after RO)	Total price
This quotation expires on : 03-23-2019								
Ref: MAINTENANCE PART LIST								
We confirm receipt of your enquiry: 02/21/2019 with many thanks. Based on our terms of delivery and payment and according to the special conditions as per stated below, we are pleased to herewith offer delivery of spare parts as follows:								
--								
DIESEL ENGINE:								
--								
10	7002915 OIL FILTER		DE	1.00	Pcs	17.93		17.93
--								
20	550905814 OIL SEPARATOR		9	2.00	Pcs	129.59		259.18
--								
30	560278208 SEAL		DE	12.00	Pcs	8.50		102.00
Shipping mode (Incoterms 2010) FCA/free carrier place of delivery			Terms of payment 30 days after date of invoice net					
Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607  Tel.: +1 757 245-5251 Fax: +1 757 928-8770  www.liebherr.com			Liebherr America Inc. d b a <b>LIEBHERR USA, CO.</b>  Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432			<b>LIEBHERR USA, Co.</b>		

**We reserve the title to the goods until payment is made in full.**

# LIEBHERR

Machine No.		Please indicate in all correspondence			Please indicate in your payment			Page
LHM 400 140439		Quotation No.	Date	Customer No.	Supplier No.	Invoice No.	2 of 4	
		906855 / 021	02-21-2019	702096				
		Order Date	02-21-2019	Name	NAIMAN, Joanna			
		Reference A		Phone	+1(305)8177573			
		Reference B	140439	Fax				
		Customer Order No.		Email	joanna.naiman@liebherr.com			
Item	Project No. Description	Article No.	CC	Quantity	UQ	Unit price	Discount Delivery Date (after RO)	Total price
40	-- 550818614 CONE BELT --		DE	1.00	Set	67.00		67.00
	FUEL SYSTEM:							
50	-- 550928514 FILTER INSERT --		DE	1.00	Pcs	93.00		93.00
60	<b>550817714</b> 7402855 FILTER INSERT --	<b>SUPERSEDED BY</b>	BR	2.00	Pcs	12.96		25.92
70	511707814 FILTER INSERT --		DE	1.00	Pcs	34.50		34.50
80	511708114 FILTER ELEMENT --		CZ	1.00	Pcs	29.50		29.50
	HYD. SYSTEM:							
90	-- 510661414 FILTER INSERT --		DE	1.00	Pcs	337.11		337.11
100	790467614 O-RING --		DE	1.00	Pcs	12.00		12.00
110	790467514 SUPPORTING RING --		IT	1.00	Pcs	4.70		4.70
120	10226684 FILTER INSERT --		DE	2.00	Pcs	332.00		664.00
130	11009281 FIBRE GLASS FILTER INSERT --		DE	1.00	Pcs	541.91		541.91
Shipping mode (Incoterms 2010) FCA/free carrier place of delivery			Terms of payment 30 days after date of invoice net					
Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607  Tel.: +1 757 245-5251 Fax: +1 757 928-8770  www.liebherr.com		Liebherr America Inc. d b a <b>LIEBHERR USA, CO.</b> Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432			<b>LIEBHERR USA, Co.</b>			

**We reserve the title to the goods until payment is made in full.**

# LIEBHERR

Machine No.		Please indicate in all correspondence			Please indicate in your payment			Page
LHM 400 140439		Quotation No.	Date	Customer No.	Supplier No.	Invoice No.	3 of 4	
		906855 / 021	02-21-2019	702096				
		Order Date	02-21-2019	Name	NAIMAN, Joanna			
		Reference A		Phone	+1(305)8177573			
		Reference B	140439	Fax				
		Customer Order No.		Email	joanna.naiman@liebherr.com			
Item	Project No. Description	Article No.	CC	Quantity	UQ	Unit price	Discount Delivery Date (after RO)	Total price
140	510713814 FILTER ELEMENT -- OTHER FILTERS: --		RO	1.00	Pcs	26.30		26.30
150	592319514 FILTER INSERT --		DE	2.00	Pcs	158.00		316.00
160	592319614 SAFETY CARTRIDGE --		DE	2.00	Pcs	301.00		602.00
170	611124814 FILTER MAT --		DE	1.00	m2	9.10		9.10
180	10227703 END COVER -- LIFTING DEVICE: --		AT	1.00	Pcs	47.00		47.00
190	10543143 FILTER INSERT --		9	1.00	Pcs	66.00		66.00
200	<b>510657014</b> 570584808 FILTER INSERT --	<b>SUPERSEDED BY</b>	DE	1.00	Pcs	23.50		23.50
210	511711314 FILTER INSERT --		DE	1.00	Pcs	51.00		51.00
220	0010061 PACKING COSTS --			1.00	Pcs			
230	0010060 FREIGHT COSTS --			1.00	Pcs			
Shipping mode (Incoterms 2010) FCA/free carrier place of delivery			Terms of payment 30 days after date of invoice net					
Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com		Liebherr America Inc. d b a <b>LIEBHERR USA, CO.</b> Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432			<b>LIEBHERR USA, Co.</b>			

We reserve the title to the goods until payment is made in full.

# LIEBHERR

Machine No. LHM 400 140439	Please indicate in all correspondence Quotation No. 906855 / 021 Date 02-21-2019		Please indicate in your payment Customer No. 702096 Supplier No. Invoice No.			Page 4 of 4		
	Order Date 02-21-2019 Reference A Reference B 140439 Customer Order No.	Name NAIMAN, Joanna Phone +1(305)8177573 Fax Email joanna.naiman@liebherr.com						
Item	Project No. Description	Article No.	CC	Quantity	UQ	Unit price	Discount Delivery Date (after RO)	Total price
Goods		Net		Tax		Total USD		
3,329.65		3,329.65		233.13		3,562.78		
<p>Prices : Are in USD for delivery ex works Miami unpacked and uninsured.</p> <p>PACKING AND FREIGHT CHARGES ARE NOT INCLUDED AND WILL BE INVOICED AT COST ONCE AVAILABLE.</p> <p>Time of delivery : POS. 130,140,150-180,200 : APPROX. 1-2 WEEKS REST : EX STOCK MIAMI</p> <p>Terms of payment : As agreed</p> <p>STOCK ITEMS ARE SUBJECT TO PRIOR SALE!</p> <p>THIS OFFER IS SUBJECT TO OUR GENERAL TERMS AND CONDITIONS OF SPARE PARTS SALE AND SERVICE.</p>								
Shipping mode (Incoterms 2010) FCA/free carrier place of delivery			Terms of payment 30 days after date of invoice net					
Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com		Liebherr America Inc. d b a <b>LIEBHERR USA, CO.</b> Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432				<b>LIEBHERR USA, Co.</b>		

**We reserve the title to the goods until payment is made in full.**

# LIEBHERR

Liebherr USA, Co.  
4100 Chestnut Ave, Newport News, VA 23607

WORLDWIDE TERMINALS FERNANDINA LLC  
NASSAU TERMINALS  
2345 FRIENDLY ROAD  
FERNANDINA BEACH, FL  
32034-8641

## Delivery Address

WORLDWIDE TERMINALS FERNANDINA LLC  
NASSAU TERMINALS  
2345 FRIENDLY ROAD  
FERNANDINA BEACH, FL  
32034-8641

## Quotation

Subject to the present terms of delivery and payment

Machine No.	Please indicate in all correspondence		Please indicate in your payment			Page 1 of 5		
	Quotation No.	Date	Customer No.	Supplier No.	Invoice No.			
LHM 400 140439	906828 / 021	02-19-2019	702096					
	Order Date	02-19-2019	Name	MEDINA, Erika				
	Reference A		Phone	+1 305 8177574				
	Reference B	140439	Fax					
	Customer Order No.		Email	erika.medina@liebherr.com				
Item	Project No. Description	Article No.	CC	Quantity	UQ	Unit price	Discount Delivery Date (after RO)	Total price
This quotation expires on : 03-21-2019								
Ref: SPARE PARTS PACKAGE								
We confirm receipt of your enquiry: 02/19/2019 with many thanks. Based on our terms of delivery and payment and according to the special conditions as per stated below, we are pleased to herewith offer delivery of spare parts as follows:								
***UC ELECTR.***								
--								
10	692837214 PRESSURE SENSOR		DE	1.00	Pcs	385.08		385.08
--								
20	693067614 PROXIMITY SWITCH		CN	1.00	Pcs	382.00		382.00
--								
30	606273114 GEARED POTI		DE	1.00	Pcs	1,463.00		1,463.00
Shipping mode (Incoterms 2010) FCA/free carrier place of delivery			Terms of payment 30 days after date of invoice net					
Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com			Liebherr America Inc. d b a <b>LIEBHERR USA, CO.</b> Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432			<b>LIEBHERR USA, Co.</b>		

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# LIEBHERR

Machine No.		Please indicate in all correspondence			Please indicate in your payment			Page
LHM 400 140439		Quotation No.	Date	Customer No.	Supplier No.	Invoice No.	2 of 5	
		906828 / 021	02-19-2019	702096				
		Order Date	02-19-2019	Name	MEDINA, Erika			
		Reference A		Phone	+1 305 8177574			
		Reference B	140439	Fax				
		Customer Order No.		Email	erika.medina@liebherr.com			
Item	Project No. Description	Article No.	CC	Quantity	UQ	Unit price	Discount Delivery Date (after RO)	Total price
	***SP ELECTR.***							
	--							
40	631032014 AUXILIARY CONTACTOR		RO	1.00	Pcs	75.00		75.00
	--							
50	917067714 CONVERTOR		DE	1.00	Pcs	790.00		790.00
	--							
60	630121508 RELAY		CN	1.00	Pcs	5.80		5.80
	--							
70	692855114 MEASUREMENT DATA CONVERTOR		CH	1.00	Pcs	342.00		342.00
	--							
80	692855014 MEASUREMENT DATA CONVERTOR		CH	1.00	Pcs	397.00		397.00
	--							
90	692863214 CONVERTER DC/DC		SK	1.00	Pcs	2,076.00		2,076.00
	--							
100	917224014 TACHOMETER PRE-ASSEMBLY		AT	1.00	Pcs	312.00		312.00
	--							
110	693194314 SLEWING ANGLE TRANSDUCER		DE	1.00	Pcs	3,250.00		3,250.00
	--							
120	10227273 MONITORING UNIT RELAIS		CN	1.00	Pcs	324.00		324.00
	--							
130	10226635 RELAY		DE	1.00	Pcs	285.00		285.00
	--							
140	693200214 GENERATOR CTRL. UNIT		AT	1.00	Pcs	2,185.00		2,185.00
	--							
150	10020386 GEAR CAM LIMITSWITCH		DE	1.00	Pcs	4,208.00		4,208.00
	--							
	***ENGINE ELECTR.***							
Shipping mode (Incoterms 2010) FCA/free carrier place of delivery			Terms of payment 30 days after date of invoice net					
Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607  Tel.: +1 757 245-5251 Fax: +1 757 928-8770  www.liebherr.com		Liebherr America Inc. d b a <b>LIEBHERR USA, CO.</b>  Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432			<b>LIEBHERR USA, Co.</b>			

We reserve the title to the goods until payment is made in full.



# LIEBHERR

Machine No.		Please indicate in all correspondence			Please indicate in your payment			Page
LHM 400 140439		Quotation No.	Date	Customer No.	Supplier No.	Invoice No.	3 of 5	
		906828 / 021	02-19-2019	702096				
		Order Date	02-19-2019	Name	MEDINA, Erika			
		Reference A		Phone	+1 305 8177574			
		Reference B	140439	Fax				
		Customer Order No.		Email	erika.medina@liebherr.com			
Item	Project No. Description	Article No.	CC	Quantity	UQ	Unit price	Discount Delivery Date (after RO)	Total price
160	-- 10098478 WIRING HARNESS		DE	1.00	Pcs	991.00		991.00
170	-- 10224426 STARTER		AT	1.00	Pcs	3,632.00		3,632.00
180	-- 10224435 TEMP TRANSMITTER CHARGE AIR		DE	1.00	Pcs	102.00		102.00
190	-- 10224436 TEMP TRANSMITTER COOLANT&FUEL		DE	1.00	Pcs	164.00		164.00
200	-- 10224476 BOOST PRESSURE SENSOR		MX	1.00	Pcs	516.00		516.00
210	-- 10224433 PRESSURE TRANSMITTER		DE	1.00	Pcs	134.00		134.00
	***MODULES***							
220	-- 10351641 CAN MODULE		AT	1.00	Pcs	3,347.00		3,347.00
230	-- 10351645 CAN MODULE		AT	1.00	Pcs	3,147.00		3,147.00
240	-- 10351549 CAN MODULE		DE	1.00	Pcs	2,194.00		2,194.00
250	-- 10351635 CAN MODULE		AT	1.00	Pcs	2,533.00		2,533.00
260	-- 917871114 CAN MODULE		AT	1.00	Pcs	5,400.00		5,400.00
270	-- 10223180 CONTROL SYSTEM		EU	1.00	Pcs	7,003.79		7,003.79
Shipping mode (Incoterms 2010) FCA/free carrier place of delivery			Terms of payment 30 days after date of invoice net					
Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607  Tel.: +1 757 245-5251 Fax: +1 757 928-8770  www.liebherr.com		Liebherr America Inc. d b a <b>LIEBHERR USA, CO.</b>  Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432			<b>LIEBHERR USA, Co.</b>			

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# LIEBHERR

Machine No.		Please indicate in all correspondence			Please indicate in your payment			Page	
LHM 400 140439		Quotation No.	Date	Customer No.	Supplier No.	Invoice No.	4 of 5		
		906828 / 021	02-19-2019	702096					
		Order Date	02-19-2019	Name	MEDINA, Erika				
		Reference A		Phone	+1 305 8177574				
		Reference B	140439	Fax					
		Customer Order No.		Email	erika.medina@liebherr.com				
Item	Project No. Description	Article No.	CC	Quantity	UQ	Unit price	Discount Delivery Date (after RO)	Total price	
	***CABIN***								
	--								
280	10570794 REPLACEMENT SET JOYSTIC		AT	1.00	Pcs	3,634.00		3,634.00	
	***BOOM ELECTR.***								
	--								
300	592304414 VALVE BLOCK		AT	1.00	Pcs	3,064.00		3,064.00	
	--								
310	0010061 PACKING COSTS			1.00	Pcs				
	--								
320	0010060 FREIGHT COSTS			1.00	Pcs				
	--								
Goods				Net		Tax		Total USD	
52,341.67				52,341.67		3,639.89		55,981.56	
<p>Prices : Are in USD for delivery ex works Miami unpacked and uninsured.</p> <p>PACKING AND FREIGHT CHARGES ARE NOT INCLUDED AND WILL BE INVOICED AT COST ONCE AVAILABLE.</p> <p>Time of delivery : POS. 10,20,80,90,120,140,180,200: APPROX. 2 WEEKS POS. 170: WILL FOLLOW REST: EX STOCK MIAMI</p> <p>Terms of payment : As agreed</p>									
Shipping mode (Incoterms 2010) FCA/free carrier place of delivery				Terms of payment 30 days after date of invoice net					
Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com			Liebherr America Inc. d b a <b>LIEBHERR USA, CO.</b> Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432			<b>LIEBHERR USA, Co.</b>			

**We reserve the title to the goods until payment is made in full.**

# LIEBHERR

<b>Machine No.</b> LHM 400 140439	Please indicate in all correspondence <b>Quotation No.</b> 906828 / 021		Please indicate in your payment <b>Customer No.</b> 702096		<b>Supplier No.</b>		<b>Invoice No.</b>		Page 5 of 5	
	<b>Date</b> 02-19-2019		<b>Name</b> MEDINA, Erika <b>Phone</b> +1 305 8177574 <b>Fax</b> <b>Email</b> erika.medina@liebherr.com		<b>Order Date</b> 02-19-2019 <b>Reference A</b> <b>Reference B</b> 140439 <b>Customer Order No.</b>					
Item	Project No. Description	Article No.	CC	Quantity	UQ	Unit price	Discount Delivery Date (after RO)	Total price		
<p>STOCK ITEMS ARE SUBJECT TO PRIOR SALE!</p> <p>THIS OFFER IS SUBJECT TO OUR GENERAL TERMS AND CONDITIONS OF SPARE PARTS SALE AND SERVICE.</p>										
Shipping mode (Incoterms 2010) <b>FCA/free carrier</b> place of delivery			Terms of payment 30 days after date of invoice net							
Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607  Tel.: +1 757 245-5251 Fax: +1 757 928-8770  www.liebherr.com			Liebherr America Inc. d b a <b>LIEBHERR USA, CO.</b> Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432				<b>LIEBHERR USA, Co.</b>			

**We reserve the title to the goods until payment is made in full.**

CES Cover Sheet

Checked for Duplicate Document

DM ID

Document Type:

**CONSERVATION EASEMENTS**

Document Date:

11-09-1990

Section:

39

Township:

02N

Range:

28E

Total Area / Area Unit:

(A) Acreage (S) Square Feet

County Book / Page / Type:

NASSAU

B 641

P1038

Q

Instrument #

Comments:

➤ RELATIVE TO; DER #451730689

➤ GRANTED BY; OCEAN HWY PORT AUTHORITY

DATE PREPPED:

12/11/2008

INVENTORY #:

28554

MAA'D For Rescan & Additional Pgs

**CONSERVATION EASEMENT TRANSMITTAL MEMO TO DSL**

TO: Kathy Miklus  
Planning Manager  
DSL, Title and Land Records Section  
MS #108  
3900 Commonwealth Blvd.  
Tallahassee, FL 32399-3000

FROM: Miranda LeMaster  
Compliance and Enforcement  
Submerged Lands and Environmental Resources Program  
Northeast District

DATE: December 8, 2008

SUBJECT: Site No.: 45-128870  
PATS No.: 45-1730689  
Applicant: Ocean Highway & Port Authority

Attached is the executed and recorded conservation easement including all attachments for inclusion in the Title and Land Records Section's permanent files/records of BOT ownership and interest in lands.

Please send the conservation easement to DSL's Director's Office, Technology Management Section for scanning and entry into DSL's Board of Trustees Lands Database System (BTLDS) document data and mapping system.

If you have any questions, please call me at 904-807-3308.

Enclosure

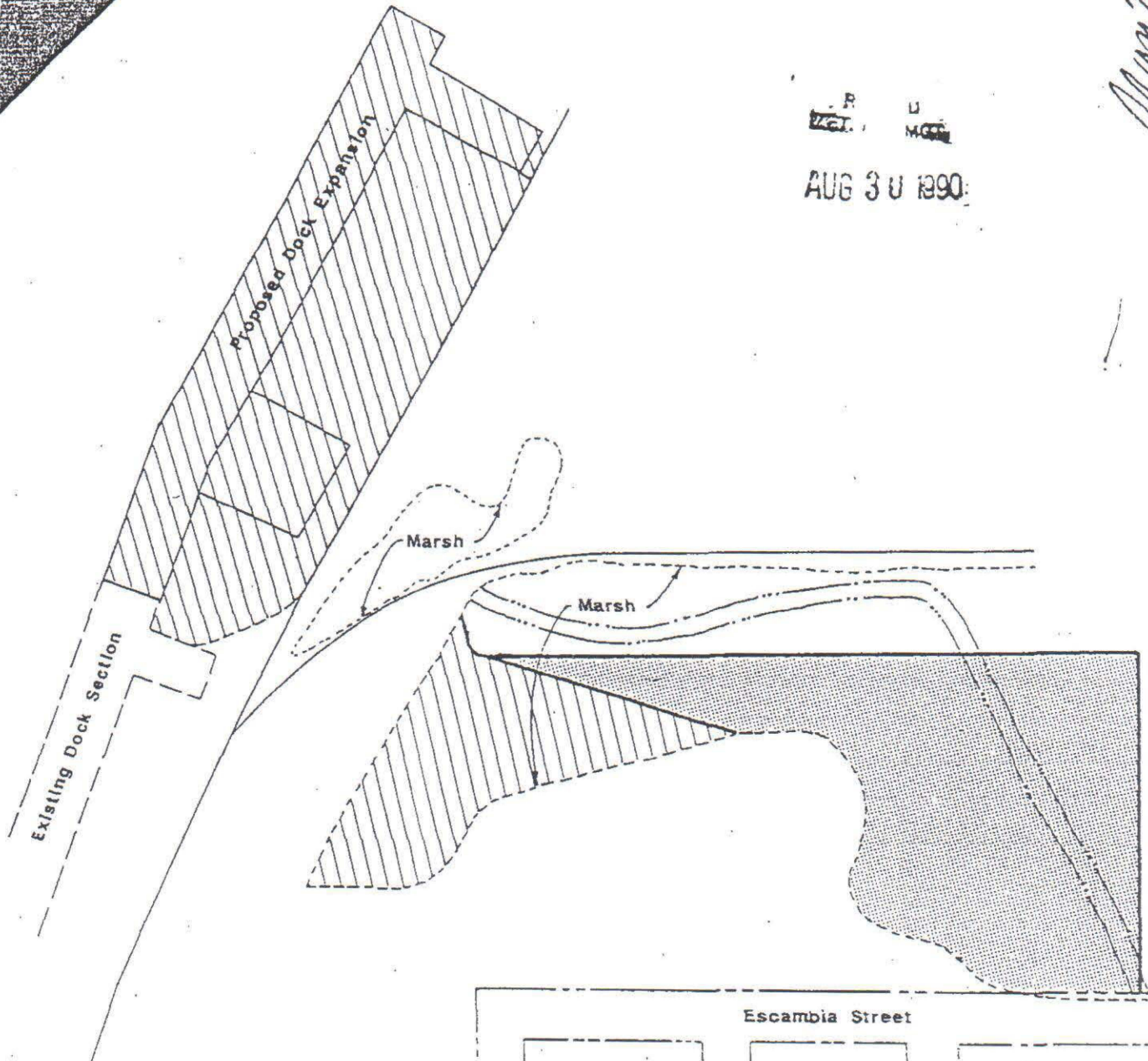
cc: District permitting file





*[Handwritten signature]*

R U  
MCA MCA

AUG 30 1990



-  - Conservation Easement  
Area Total Area - 4.06 ac.
-  - Proposed Work in Wetlands

PERMIT NO. 451730689



**England-Thimys & Miller, Inc.**  
Consulting & Design Engineers  
3031 St. Johns Blvd. P.O. Box 1000000, Ft. Lauderdale, FL 33216

 **ENVIRONMENTAL SERVICES, INC.**

### Mitigation Plan for Port of Fernandina Expansion

Proj No.	89-115
Date	8/23/90
Scale	N.T.S.
Drawing No.	10

11/10/90



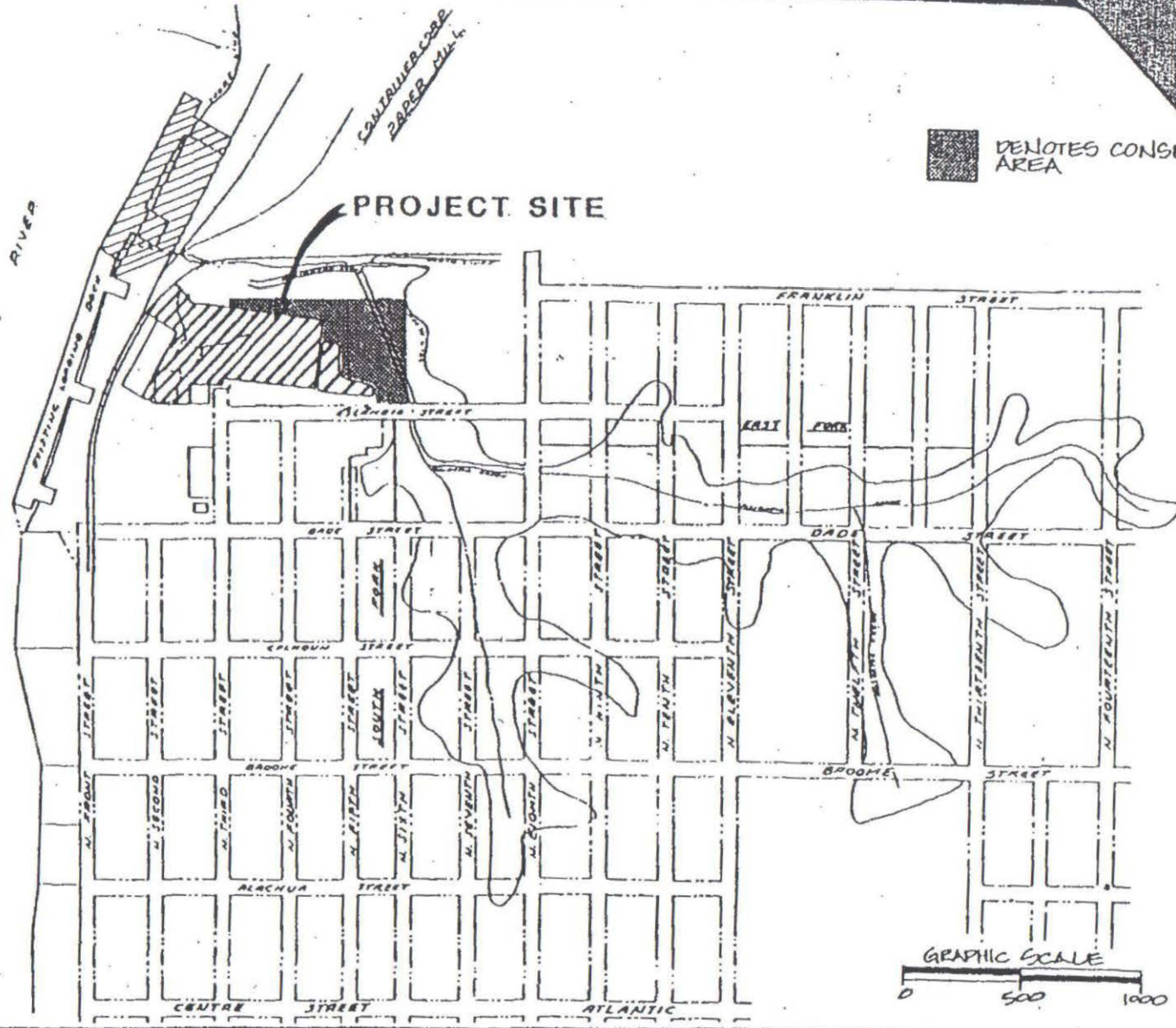
AMELIA RIVER

PERMIT NO.

451730689

RECEIVED  
STATE RES. DEPT.  
SEP 20 1990

REV. 9-90  
REV. 6-90  
REV. 5-90



**England-Thims & Miller, Inc.**  
 Consulting & Design Engineers  
 3131 St. Johns Bluff Rd. So., Jacksonville, FL 32216

VICINITY MAP  
 PORT OF FERNANDINA

PROJ. NO.	89-115
DATE	1-9-90
SCALE	SEE GRAPHIC SCALE
DRAWING NO.	1A

DRAFT//

05/25/

PERMIT NO.

451730689

Form 28

~~XXXXXXXXXX~~ (Handwritten initials)

NOV 20 1991

CONSERVATION EASEMENT

BK 064 | PG 1038  
OFFICIAL RECORDS

STATE OF FLORIDA  
COUNTY OF NASSAU

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the issuance of State of Florida Department of Environmental Regulation permit number 451730689 to Ocean Highway & Port Authority on 11/9/90, 1990, Ocean Highway & Port Authority (Grantor) has granted to the State of Florida Department of Environmental Regulation, 2600 Blair Stone Road, Tallahassee, Florida (Grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Nassau County, Florida, as set forth in the legal description attached hereto as Exhibit A.

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Department of Environmental Regulation Permit No. 451730689, including but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to this Conservation Easement:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation; with exception of nuisance and exotic plant species as may be required by Grantee;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;



- 6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, fish and wildlife habitat preservation;
- 7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
- 8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.


The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned permit, and Grantor does hereby indemnify and hold harmless the Grantee from same. The Conservation Easement hereby granted and the obligation to retain and maintain the land forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Second Judicial Circuit, in Leon County, Florida. In any enforcement action in which the grantee prevails, Grantee shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 403, Florida Statutes.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure of the Grantor to comply.

100153

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE



NOV 20 '91  
11752

00.60

PERMIT NO. 451730689

# VERNON N. DRAKE & ASSOCIATES

103 SOUTH 10TH STREET  
FERNANDINA BEACH, FLORIDA 32034

REGISTERED  
LAND SURVEYORS

February 5th, 1991

BK 064 | PG 104 |  
OFFICIAL RECORDS

39  
02N  
28E

## DESCRIPTION FOR NASSAU COUNTY OCEAN, HIGHWAY AND PORT AUTHORITY

### CONSERVATION EASEMENT

A PORTION OF MARSHLANDS LYING IN A PORTION OF BLOCKS 56, 59, 60 AND A PORTION OF THIRD, FOURTH, FIFTH, SIXTH AND FRANKLIN STREET RIGHT-OF-WAYS, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

As shown on the Official Plat of said City (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and re-issued by the Florida Town Improvement Company, in 1887 and 1901).

Being more particularly described as follows: Begin at an iron pin with cap No. PLS 1558 set where the centerline of Franklin Street aforesaid intersects with the centerline of Sixth Street aforesaid; and run South 7°-28'-42" West along the centerline of said Sixth Street, a distance of 430.0' feet to an iron pin with cap No. PLS 1558 set on the Northerly right-of-way line of Escambia Street; run thence North 82°-31'-18" West along said Northerly right-of-way, a distance of 205.0' feet more or less to a point on the division line of the uplands and marshlands, said point being designated as Point "X" in this description. Return to the Point of Beginning and run North 82°-31'-18" West along the centerline of Franklin Street aforesaid, a distance of 805.0' feet to an iron pin with cap No. PLS 1558 set where said centerline intersects with the centerline of Third Street aforesaid; run thence South 7°-28'-42" West along the centerline of said Third Street, a distance of 18.39' feet; run thence South 67°-31'-18" East a distance of 349.0' feet more or less to the division line of the uplands and marshlands aforementioned; run thence in a Southeasterly direction along said division line, a distance of 480.0' feet more or less to Point "X" aforementioned for the Closing Point. ( All Streets mentioned have a right-of-way of 60.0' feet).

The portion of land thus described contains 94.15 acres, more or less.

FILED & RECORDED IN PUBLIC  
RECORDS OF NASSAU COUNTY FL  
RECORD VERIFIED

9116471

91 NOV 20 PH 3:37

Prepared by

*Vernon N. Drake*  
Vernon N. Drake,  
P. L. S. No. 1558

*J. H. ...*  
CLERK OF COURTS  
NASSAU COUNTY, FLORIDA

RECEIVED  
MET. RES. MGT.  
NOV 27 1991

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this 26 day of June, 1991, ~~1990~~.

BK 064 | PG | 040

OFFICIAL RECORDS

Signed, sealed, and delivered in our presence of

[Signature]  
WITNESS

[Signature]  
WITNESS

[Signature]  
GRANTOR Chairman, Ocean Highway & Port Authority

GRANTOR

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 6/26/91 (date), by Nick Deonas, Chairman (name of officer or agent), of Ocean Highway & Port Authority (name of Corporation), a Florida (State or place of incorporation) corporation, on behalf of the corporation.



[Signature]  
Notary Public  
State of Florida

My Commission  
Expires: NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires April 5, 1992

Prepared by:

ARTHUR I. JACOBS, P.A.

P.O. Drawer I

(Name)

Fernandina Beach, Florida 32034

(Address)

PERMIT NO. 451730689

Vertical stamp or text on the right margin, partially illegible.



August 7, 2018

The Board of Commissioners  
Ocean Highway and Port Authority of Nassau County  
86130 License Road, Suite 9  
Fernandina Beach, Florida 32034

Attention: Barb Amerigan, Office Manager

We are pleased to confirm our understanding of the services we are to provide the Ocean Highway and Port Authority of Nassau County (the "Authority"), for the year ended September 30, 2018. We will audit the financial statements including the related notes to the financial statements which collectively comprise the basic financial statements of the Authority as of and for the year then ended.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal and/or state awards, (if necessary).

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on -

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and/or the Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General, as applicable.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and/or the Florida Single Audit Act, as applicable, will report on internal control over compliance and will include a paragraph that states the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and/or the Florida Single Audit Act. Both reports will state the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the Uniform Guidance; the Florida Single Audit Act; and the provisions of Chapter 10.550, Rules of the Auditor General, as applicable, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and/or the Florida Single Audit Act, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audits, if applicable. Our reports will be addressed to management and Members of the Board of Commissioners of the Ocean Highway and Port Authority of Nassau County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to

complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

### **Management Responsibilities**

Management is responsible for the financial statements, schedule of expenditures of federal awards and or state projects, and all accompanying information as well as all representations contained therein.

Management is responsible for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state projects, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected

fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the Florida Single Audit Act, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and the Florida Single Audit Act. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance and the Florida Single Audit Act; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is fairly presented in accordance with the Uniform Guidance and the Florida Single Audit Act; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state projects, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state projects, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though



the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the Florida Single Audit Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and/or state award program, as applicable. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the Florida Single Audit Act, if applicable.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and the Florida Single Audit Act, as applicable.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the Florida Single Audit Act requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and *State Projects Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs, as applicable. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the Florida Single Audit Act, as applicable.

**Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state projects and related notes of the Authority in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Audit Administration, Fees and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on a mutually agreed upon date, and to issue our reports no later than May 31, 2019. Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$25,800 for the financial and compliance audit (includes financial statement preparation) and \$3,500 for each major federal and/or state program if a federal and/or Florida Single Audit are required for the year ended September 30, 2018. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. In accordance with our Firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests, we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign these letters and return one to us.

Sincerely,  
MAULDIN & JENKINS, LLC



Wade P. Sansbury, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Ocean Highway and Port Authority of Nassau County.

Management signature: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

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

OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA  
RESOLUTION NO. 2019-03

A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA TO CLARIFY DUE DATES FOR ANNUAL AND PERIODIC PAYMENTS AND NON-ACCRUAL OF INSURANCE OFFSETS UNDER THE CURRENT OPERATING AGREEMENT WITH NASSAU TERMINALS, INC. AND THE FULL PERFORMANCE OF ALL PAYMENT OBLIGATIONS UNDER THE PRIOR OPERATING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS the Ocean Highway and Port Authority, Nassau County, Florida (hereinafter OHPA) is and has been in contract with Nassau Terminals, Inc. under certain operating agreements;

WHEREAS certain ambiguities might exist in the past and former operating agreements regarding payment obligations, due dates for payments, and accrual of insurance offsets;

WHEREAS the parties to the operating agreements desire to further specify the obligations imposed upon one another by the operating agreements to avoid ambiguities and clarify their relationship;

WHEREAS Nassau Terminals, Inc. agrees with, consents to, and agrees to be bound by the actions taken by OHPA via this resolution, as evidenced by its consent hereto set forth below.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS OF THE OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA THAT:

Section 1. All payment obligations between the parties to that certain Operating Contract between OHPA and Nassau Terminals, Inc. dated December 1, 1990, as amended, are fully satisfied and no further payments are due under that contract.

Section 2. Payment obligations under that certain Operating Agreement (hereinafter the Operating Agreement) between OHPA and Nassau Terminals, Inc. (hereinafter Operator) dated October 19, 2018 begin as of November 1, 2018.

Section 3. Operator's payment obligations under §§ 6.1, 6.4, and 6.5 of the Operating Agreement are payable in advance. Payments due under § 6.1 are due on October 1, January 1, April 1, and July 1. Payments due under §§ 6.4 and 6.5 are due on the first day of each month.

Section 4. As of the effective date of this Resolution, Nassau Terminals, Inc. owes a pro-rated payment under § 6.1 of the Operating Agreement for the period from November 1, 2018 through December 31, 2018 of \$42,644.93 as well as the payment due on January 1, 2019 of \$62,918.75. These payments shall be made no later than March 31, 2019. Thereafter, payments are due as set forth in § 3 of this Resolution and the Operating Agreement.

Section 5. As of the effective date of this Resolution, Nassau Terminals, Inc. owes \$25,000 under § 6.4 of the Operating Agreement. These payments shall be made no later than March 31, 2019. Thereafter, payments are due as set forth in § 3 of this Resolution and the Operating Agreement.

Section 6. Under § 4.4 of the Operating Agreement, the Operator may only reimburse itself for the cost of insurance premiums with Facility Use Fees that would otherwise be payable to OHPA under the Operating Agreement. Operator does not have any other rights of offset or reimbursement for

insurance premiums. If sufficient Facility Use Fees are not available in a fiscal year to reimburse Operator for premiums paid during that fiscal year, Operator's reimbursement rights shall not carry over to a subsequent fiscal year nor shall reimbursement rights accumulate year over year.

Section 7. This Resolution will become effective upon adoption.

RESOLVED FURTHER THAT the Ocean Highway and Port Authority, Nassau County, Florida hereby adopts the foregoing Resolution, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

OCEAN HIGHWAY AND PORT AUTHORITY,  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
Robert Sturgess, as its Chairman

ATTEST:

\_\_\_\_\_  
, as its Secretary

CONSENTED TO THIS \_\_\_ DAY OF \_\_\_\_\_, 2019 BY:

NASSAU TERMINALS, INC.

\_\_\_\_\_  
, as its President

## **ADMINISTRATIVE OFFICE MANAGER'S REPORT**

**February, 2019**

**Hours Worked – 80 Hours**

**Miles driven for OHPA purposes: 41 (Dec, Jan, Feb)**

- Met with Auditors on Monday, February 4th
- Preparation for 2/13/19 meeting (posted agendas at OHPA office, County Building), prepared Commissioner notebooks, meeting agenda and meeting packet posted to website.
- Attended and completed meeting minutes for the 2/13/19 Regular Meeting.
- Reviewed website and made list of recommendation updates and deletions
- Organized electronic files
- Organized QuickBooks invoice notebooks
- All February invoices paid and entered into QuickBooks
- Participated in two QuickBooks Training Webinars
- Responded to all telephone and email requests
- Scanned and index minutes.

**Public Records Request Received – 0**