

**OCEAN HIGHWAY & PORT AUTHORITY
NASSAU COUNTY, Florida**



**Peck Center
Willie Mae Ashley Auditorium
516 S 10th Street
Fernandina Beach, FL 32034**

**AGENDA
February 28, 2024
6:00 PM
Monthly Meeting**

- 1. Public meeting Call to Order - Chair**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Roll Call:** Miriam Hill, District 1; Danny Fullwood, District 2, Justin Taylor, District 3; Ray Nelson, District 4; Mike Cole, District 5
- 5. Recognition of elected Officials, Honored guests, Industry and Professional representatives, and others in attendance (Chair)**
- 6. Public Comments** on agenda items (Comments submitted prior to the meeting)
- 7. Regular Business:**
 - a. Approval of Minutes**
 - **January 24, 2024 Monthly meeting**
 - **February 5, 2024 Shade-Special meeting**
 - **February 14, 2024 OHPA meeting**
 - b. Port Attorney Report**
 - c. Port Accountant Report**
 - Financial report – January 2024, Q1 Financial Statement
 - ARPA reimbursement update
 - FDOT Grant management policies and procedures (resolution, approval)
 - 2023 Financial Statements (Mauldin & Jenkins)

d. Port of Fernandina Report (Operator)

- Tonnage report (January 2024)
- Port issues/repairs (update)
- Capital Improvements (list update)

8. Old Business

- a. Customs & Border Protection facility (update, Zyscovich amended contract)
- b. OHPA property sale (Amelia Coast Realty listing agreement, approval)
- c. OHPA document request to the Port Operator (update)
- d. MARAD (Fort Clinch tugboat, update)
- e. Resiliency Plan (update)

9. New Business

- a. Request for extension (FDOT G1W55- fabric warehouse)

10. Commissioners Reports and Comments

a. New development reports

b. Committee reports

- Port Security - Nelson
- FDOT – Nelson
 - General Engineer (RFQ)
- Port Facilities - Nelson
- Customs House - Fullwood
- Army Corp of Engineers - Fullwood
- Economic Development - Cole
- Emergency Management - Cole
- Transportation Planning Organization (TPO) - Hill
- Technical Advisory Committee (TAC) - Taylor
- Nassau Chamber of Commerce - Taylor
- City of Fernandina Beach - Taylor
- Keep Nassau Beautiful - Taylor
- Community Outreach - Fullwood

11. Administrative Office Manager Report

12. Other items to be brought by Commissioners

13. Adjournment

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Fla. Stat. § 286.0105.



Minutes

OCEAN HIGHWAY & PORT AUTHORITY



Miriam R. Hill – Chairwoman, District 1
Danny Fullwood – Commissioner, District 2
Justin Taylor – Vice Chairman, District 3
Ray Nelson – Secretary/Treasurer, District 4
Mike Cole – Commissioner, District 5

Monthly Meeting Minutes

January 24, 2024

The Ocean Highway and Port Authority of Nassau County held its monthly meeting on Wednesday, January 24, 2024 at the Peck Center, Willie Mae Ashley Auditorium, 516 S 10th Street, Fernandina Beach, Florida 32034.

1. Public meeting Call to Order – Chairwoman

Chairwoman Hill called the meeting to order at 6PM.

2. Invocation

The invocation was given by Commissioner Nelson.

3. Pledge of Allegiance

The Pledge of Allegiance was led by Chairwoman Hill.

4. Roll Call: Miriam Hill, District 1; Danny Fullwood, District 2, Justin Taylor, District 3; Ray Nelson, District 4; Mike Cole, District 5

Roll call was conducted by Rossana Hebron, Administrative Office Manager. All Commissioners were present. Also in attendance were Patrick Krechowski, Port Attorney; Pierre LaPorte, Port Accountant; and Greg Haehl, Savage Vice President (Port Operator).

5. Recognition of elected Officials, Honored guests, Industry and Professional representatives, and others in attendance (Chairwoman)

Chairwoman Hill acknowledged former FB Mayor Lednovich; Julia Roberts, Newsleader; and Daniel Griebel, Keller Williams in the audience.

6. Public Comments on agenda items (Comments submitted prior to the meeting)

➤ Daniel Griebel; Keller Williams

Mr. Griebel described the services Keller Williams offers (brokerage, consulting, marketing, ROI consideration, and contract negotiations) in regards to the sale of one of the OHPA properties. He also offered suggestions on how to proceed with the sale and usage of the property.

7. Regular Business:

a. Approval of Minutes

- November 8, 2023 Monthly Meeting
- December 6, 2023 Monthly Meeting

Vice Chairman Taylor motioned to approve both minutes simultaneously. Commissioner Fullwood second the motion.

There were no further discussions.

The Board voted unanimously in favor of the motion.

b. Port Attorney Report

Mr. Krechowski submitted a written report included in the meeting packet. He deferred discussions on the items (Real Estate RFQ/selection, fabric warehouse agreement, RFQ/RFP architectural service, and Port Operator documents) listed at the bottom of his report until later in the meeting.

- OHPA Document request of Port Operator
Not discussed.

- Matters (updates)

-PILOT Case #2020-CA-000284

Mr. Krechowski requested to conduct a one-hour shade meeting next week. The consensus was February 5th at 5pm. Mrs. Hebron will confirm the date and time with the Peck Center and subsequently post a notice in the newspaper.

-Prop. Appraiser Case #2022-CA-000077

This matter is still pending, contingent to the forthcoming Florida Supreme court's decision per Mr. Krechowski.

Chairwoman Hill inquired about two legal invoices submitted to her for signatures prior to the meeting. She questioned if the discount awarded to OHPA to clear the outstanding balance in 2023 carried into the new year for OHPA to remain current. Mr. Krechowski responded no. She explained the discount is meaningful and emphasized OHPA's budget situation. Mr. Krechowski understood.

c. Port Accountant Report

Mr. LaPorte provided a written financial report included in the meeting packet.

- **Financial report** – December 2023
He reported that OHPA paid all the legal fees in December with the negotiated discount (15%) applied; therefore, OHPA is current. He does not anticipate any payment issues moving forward.

Payments for the Executive salary continues through April.

He reported no unusual activities.

- **ARPA reimbursement update**

Mr. LaPorte reported that OHPA received the latest reimbursement for November and December wages. Additionally, FDOT requested a cashflow report to forecast the expenditure of the ARPA funds. Since only the wages are considered for reimbursements, there may be a slight balance when ARPA expires in December 2024. He will report at the next meeting.

He explained that OHPA cannot ask for advances, only the expenses incurred can be submitted. He did not have information if the other ports depleted their respective ARPA funds.

- **FDOT audit (OHPA processes, update)**

Mr. LaPorte reminded the Board that FDOT sent auditors to examine how OHPA managed the grants. Their only request was for OHPA to prepare its policies and procedures essentially documenting in detail OHPA's current grant actions/procedures in writing. He will submit a draft to FDOT and the Board for review first before submitting the final version to the auditors in April. Mr. LaPorte explained that OHPA may implement the policies and procedures when completed. Mr. Krechowski suggested adopting by a resolution for the record.

He will distribute the draft auditor's (Mauldin & Jenkins/M&J) report (Management Discussion and Analysis/MDA) by Monday via email for Board review and comments. Board comments must be verified by M&J. He will submit to M&J a week later for the completion of the audit reports and issue a final report. Mr. LaPorte will schedule for M&J to present the final financial audit report to the Board. One of the auditors spoke with Commissioner Fullwood because he was Chairman at the time of the audits.

- **Capital expenditures (OHPA and Port Operator, Operating agreement)**

Prior to the meeting, Chairwoman Hill requested that Mr. LaPorte review how the capital expenditures would be shared between OHPA and the Port Operator. The need for repairs at the terminal is now part of the Bond disclosures and issues to the investors.

Mr. LaPorte summarized per the Operating Agreement, the Port Operator agrees to maintain and complete the normal, day-to-day repairs and maintenance of the Port facilities/equipment to deliver services. If any single repair exceeds \$15K, the Operator can seek reimbursement for the balance from OHPA. The funds of \$5K per month capital improvement contribution from the Operator are kept in the Maintenance account. At the start of year 7, the additional Port tonnage fees (at certain percentages) will also fund the Maintenance reserves until the ceiling is reached. The Operator can at any time request for funds from the Maintenance

account to pay for repairs and maintenance. There must be an agreement to spend those reserves for maintenance. If there are no funds available, it is the responsibility of the Port Operator to continue to maintain the facilities to continue Port operations at their expense. As of December 29th, there is approximately \$81K in the Maintenance account. As an example, the purchase of the cranes is the responsibility of OHPA. However, if OHPA does not have the funds to acquire, the Operator will agree to fund the purchase. That asset belongs to OHPA, and the Operator will use and maintain it.

Chairwoman Hill inquired about the Conduit bond, approximately \$27M. Mr. LaPorte estimated the total potential bond issue was \$27M. He was unsure if the total bond was even issued. The \$2.5M that funded the purchase of the cranes came from the bond, tax-free bonds spent on capital. He will confirm the total amount issued. There were requirements on the process and what the bond can be spent on. Chairwoman Hill recalled reading from a disclosure \$10M worth of capital investment for the Port. Mr. LaPorte calculated between the purchase of the cranes \$5M, wheeled crane \$2M, and the warehouses add to approximately \$10M invested by Nassau Terminals. Some of the funds came from tax-payer money and at least half from the Port Operator. He also reviewed the old bonds (Kinder Morgan years), OHPA was in a financial emergency (negative net equity) and the assets were depreciating. OHPA had to report annually the financial emergency situation to the State. By the retirement of the old bonds and the equity of the new equipment, OHPA now is in a healthy financial position compared to approximately 8-10 years ago.

Chairwoman Hill asked Mr. LaPorte to elaborate on the idea of selling real estate to fund operations. Mr. LaPorte explained the fixed fee is meant to fund operations. Selling an asset to fund recurring faults is not sustainable, the funds will eventually be depleted. Commissioner Fullwood suggested not using the funds for operations but to invest and use the interest. Mr. LaPorte concurred with investing in something that will provide returns. By investing, Commissioner Fullwood suggested OHPA can use the funds to finance a project in West Nassau County. Mr. LaPorte explained if the funds are used for maintenance (roof repairs), the money will run out eventually. The Operator is responsible for the maintenance of the Port facility. The Operator must present any capital projects to OHPA for approval before proceeding. He read the EMMA filing (included a \$3M mitigation of environmental issue) for this month but did not discuss with the Operator. He will send a copy to the Operator to discuss the matter. For example, the north end of the terminal is in need of repair but there is no environmental mitigation required. Mr. Haehl concurred. In any case, Mr. LaPorte explained the cost and funding must be considered by OHPA and the

Operator. The Resiliency Plan can potentially facilitate some grant fundings for such project. The local match will be negotiated with the Operator.

Mr. Haehl asked if Chairwoman Hill connected with the Florida Ports Council for grant funding. Chairwoman Hill explained she will attend a meeting this week. Additionally, Mr. LaPorte reported there was an FDOT meeting last week to examine all the active OHPA grants (funds remaining, expiration, and opportunities). Mr. Haehl clarified that in the Operating Agreement, the maintenance treatment is clear, well defined, and not in question. However, the nature of the Agreement regarding capital investment is essentially, he believes, to be negotiated as projects and needs come up, to be funded as negotiated. Mr. LaPorte concurred and added, in the past (2018), OHPA collected wharfage and dockage as a method to pay back the bonds. The tonnage fee will start October of this year. Mr. Haehl requested a copy of the bond issued for the total amount.

There were no further discussions.

d. Port of Fernandina Report (Operator)

The Operator submitted a written report included in the meeting packet.

- **Tonnage report** (December 2023)

Mr. Haehl explained one of Savage's primary goals is to receive five or more ships per month. He reported there are enough customers to sustain operations and in December, they received five port calls. He estimated another five to come in January.

For tonnage, he explained the Panama Canal restrictions are affecting some of the customers and receiving fewer ships. To put in perspective, normally the Canal can accommodate 40-45 ships per day, now they are down to 20-25 ships per day because of the drought. The cost to get some of the bigger ships through is now \$3M per ship. The customers are finding ways to work around the issue. The ships that call on Port of Fernandina are typically smaller.

Vice Chairman Taylor questioned the variance in total tonnage between 2022 and 2023 is approximately negative 12K tons and if receiving five ships per month can improve the total tonnage in 2024. Mr. Haehl explained Savage hired a new commercial resource for new customer acquisitions. He reported a new customer started two weeks ago storing container-sized transformers for solar farms. He expects volumes from this particular customer for up to three years. He added they are close to finalizing some new contracts. He will notify the Board as soon as the new customers are contracted.

- **Port customer service** (update)

Mrs. Hebron reported receiving one or two Port inquiries and refers the customers to the provided contact number. There were no complaints received.

- **Port issues/repairs (update)**

Mr. Haehl reported the tugboat was returned to service on December 13th or so. All the maintenance was completed.

They engaged with a contractor regarding the rail dock canopy repair estimated at less than \$50K. The plan is to start next week and complete by the end of February. They are still searching for a service provided to repair the adjoining warehouse roof. They are struggling to find someone locally that can perform the work at a reasonable cost. They rejected other bids because the cost was unreasonable and scope of work was incomplete.

Commissioner Nelson reported he received information from the facility maintenance manager that work will begin in March on the rail dock canopy, contrary to the aforementioned date. Mr. Haehl stated the information was incorrect, that work will start first week of February.

Commissioner Nelson continued that repairs on warehouse #3 is still pending. Mr. Haehl reiterated that they are still in search of qualified contractors. They posted request for bids for the project and the procurement guidelines do not have to be followed since the Operator is not using grant funding.

There were 21 trucks and 135 rail cars reported in December 2023.

Chairwoman Hill stated FDOT reports on import and export partners. Mr. Haehl confirmed they submitted the requested information. She explained it is good information to report the goods flowing in and out of the Port.

- **MARAD/Fort Clinch tugboat (update, Port Operator)**

Mr. Haehl reported responding to MARAD with their opinion and view of the market and requested to extend the deadline to review and receive MARAD's opinion on viable projects in the market. He stated the last request from MARAD was a concurrence from OHPA, if OHPA agrees with Savage's response.

Mr. Krechowski was copied on the email correspondence but offered no position if OHPA is meeting grant requirements. He summarized what Savage submitted and that MARAD requested a concurrence. He is scheduled to speak with Vince Mantero, Director/US DOT to discuss the process and the implications if OHPA does not satisfy their requirements.

Mr. Haehl summarized his response to MARAD. Regarding the use of the tugboat, they reiterated that it is a docking tug; that it was the original intention; and the Operator is using it as such. Additionally, he explained the market, M95 intentions of the grant, impacts of Covid on that market and how it changed the local transportation and local industry. They included their opinion that they do not believe the original intention was not viable in the current market, and it will not be for a long time. They requested more time to discover business opportunities for growth to hopefully satisfy the requirements.

Chairwoman Hill stated from the correspondence, OHPA previously replied that the tug was never intended to be an ocean-going tug, only for import activities. She added Mr. Kaufman, then Port Executive Director, believed then that the grant agreement allowed the tug to be used for import activities in the interim. However, MARAD replied that the time period for completing M95 expenditures expired. Therefore, any further effort is outside the funding period. She struggled to understand how the replies to MARAD answer that particular issue. Mr. Haehl explained Savage is not requesting for funds for other business opportunities. They are asking MARAD to agree that the tug is being used as intended; to allow to seek more business opportunities that satisfies the intentions of the grant; and try to avoid repercussions.

Commissioner Fullwood stated he does not believe that OHPA ever stipulated that the tug was an ocean-going tug. Mr. Haehl concurred. He stated he received a copy of the MARAD application from OHPA in the past. Chairwoman Hill explained the issue was that MARAD believes OHPA has not established an M95 service. The previous Operator disclosed on their EMMA report that the tugboat was a zero-cost asset to offset the operational cost at the Port. She has yet to discern an M95 service that is responsive to MARAD's request. Mr. Haehl explained their response reflected their opinion of the M95 service but does not one in place currently. They asked for more time to search for more business opportunities.

Commissioner Nelson added he was on staff at the Port at the inception of the tugboat service. He noted the six trucks used at the Port are associated with the tugboat. They were part of the operational equipment to get the barge service underway. During a conversation with MARAD in late 2023, they mentioned the tugboat associated with the six trucks. The trucks were used to get the containers to and from the barge service.

Chairwoman Hill reminded the Board that OHPA requested revenue reports of the tugboat service and have yet to receive them from the Port Operator among other items on that request. Therefore, she stated she was not confident to ask the Board to provide concurrence. She added every member of this Board supports the Operator's efforts in spirit. She reminded the Operator that MARAD requested a list of customers and commitments. Mr. Haehl replied that Savage does not think the M95 service is viable or demanded in the market. He believed that their response to MARAD merits a concurrence from OHPA.

Commissioner Fullwood moved for OHPA to provide the concurrence as requested by MARAD. Commissioner Cole second the motion.

Discussion: Commissioner Nelson reminded the Board that MARAD request came in late 2023 and that they have been patiently waiting for a response. He believes the situation is a failure to communicate the intentions for the use of the tugboat. What it is currently used for does not fit the MARAD requirements. Therefore, he cautioned the Board before concurring. Mr. Haehl defended and expounded the content of their response to MARAD. Commissioner Fullwood

reminded that the previous Operator's intention was to use the tugboat for barge service but did not. Mr. Haehl added that it was not written in the grant agreement as a barge service. Commissioner Nelson requested a copy of the grant. He recalled being told the tugboat was to be used for barge service.

Commissioner Cole rescinded his second for more information.

Mr. Krechowski clarified that he will speak with MARAD tomorrow but will not discuss the merits of the Operator's statement or OHPA's position on the matter. He will inquire about the consequence if MARAD's requirements are not satisfied and the implications of a "claw-back" for short or long-term.

Chairwoman Hill suggested, with the former Port Director' departure and Savage as the new Operator, to gather and consolidate more information and submit to MARAD. She clarified that OHPA's expression of concern does not mean OHPA disagrees with the Operator's letter, just not prepared to concur. Mr. Haehl, in turn, confirmed that Savage responded to MARAD on time according to their deadlines, and that it is OHPA that is responding late.

Commissioner Cole again withdrew his second and explained he would like to research for more details.

Commissioner Nelson again stated MARAD had been patient. They had been requesting a response since September-October of last year. MARAD understood then that there were forthcoming plans and agreed to move the deadline to the end of 2023. He planned to research the outline of the grant and the intention for the tugboat before providing his concurrence.

Vice Chairman Taylor agreed with Commissioner Nelson for more information and details on the matter. He suggested adding this item to the Special-Shade meeting agenda.

Chairwoman Hill asked if the Operator can provide the information on the tugboat that OHPA requested. Mr. Haehl replied Savage can provide revenue/fee data but cannot provide information on accounts receivables. He explained the tugboat data are buried within their general receivables. Mr. Krechowski reported he received some receipts and transactional information a few days ago and will provide those to the Board. Chairwoman Hill requested that Mrs. Hebron share the MARAD files via DropBox sharing platform for Board review and reference. Mrs. Hebron confirmed.

Commissioner Fullwood withdrew his motion.

Mrs. Hebron will include this item on the Special-Shade meeting agenda on February 5th. She will confirm with the Peck Center if the auditorium is available for that day.

Chairwoman Hill reiterated that the Operator does not need additional funds. Part of the response from USDOT was the intent to release the obligated funds that have not been drawn out because that period is over. She asked Mr. Haehl if he agreed to de-obligate said funds. The grant was \$1.2M and the balance is approximately \$200K. Mr. Haehl was not prepared to comment and explained it was not Savage's focus to secure said funds. The second part of USDOT's response was to proceed to dispose of the assets. Mr. Haehl asked for more time to secure more businesses. Chairwoman Hill clarified that he disagreed with both of USDOT's intentions. Furthermore, she requested when dealing with federal funds, the request must be brought to this Board in a manner with enough information provided for Board action. She expects the matter to be presented to the Board with clear and concise ask as to what OHPA is agreeing with and that if a resolution is necessary, it needs to be prepared in advance and attached to the agenda. Mr. Haehl replied that this was not the Operator's item but OHPA's. Savage's response was to support OHPA. He added it was not a free-capital asset; the Operator has a portion of the grant and funded the remaining. The Chair asked if the Operator was prepared to purchase the tugboat. He could not answer.

The Special- Shade meeting was confirmed and this item will be added to the agenda for discussion after the Shade meeting.

Mr. Haehl reiterated that the item had been on the agenda for a couple of weeks and OHPA had the grant agreement. Savage provided its response to MARAD on January 5th; therefore, there had been ample time for the Board to review the matter.

There were no further discussions.

8. Old Business

a. **Customs & Border Protection facility (RFQ candidate)**

There was one submission from Zyscovich and Associates and their information was included in the meeting packet.

Commissioner Fullwood moved to award the RFQ to the single respondent and to extend an invitation to negotiate a contract, authorizing Mr. Krechowski to present the final agreement. Commissioner Cole second the motion.

Discussion: The firm has an office in Jacksonville. The project, Customs and Border Protection (CBP) facility, has a grant allotment. The Board's action is critical for CBP to remain at the Port and maintain the port of entry designation. The former Director advised the Board to move forward in a timely manner to show good faith. The Chair agreed with said recommendation. The firm has history with local and federal projects.

Commissioner Fullwood and Mr. Haehl met with Michael McGuinn, Zyscovich VP. Commissioner Fullwood advised to move quickly with this project and to

implement a year-to-year agreement/lease with the CBP until the completion of the project.

The grant is approximately \$28K with a 25% match from the Operator and 75% FDOT.

The Board voted unanimously in favor of the motion.

Mrs. Hebron will notify the Zyscovich firm with Mr. Krechowski copied.

b. Outdoor Storage facility

- **Coast to Coast agreement**
- **Savage agreement**

Copies of both agreements were included in the meeting packet. Mr. Krechowski explained both documents were reviewed by him and the former Port Director, Mr. Kaufman; and subsequently through Savage (legal).

Additionally, Mr. Krechowski summarized each of the documents. The general/standard contract was directed to OHPA not the Operator because of the grant funding. The Savage agreement was a side agreement between OHPA and Savage that detailed the payment processes (for grant reimbursements).

Mr. Haehl explained that the market is predominantly a “spot” market where minimums are guaranteed. Having the available storage provides the Operator the opportunity to offer the storage service immediately. It enables the Operator to seek and secure deals with customers, having the storage available immediately. It also enables the Operator to bring in other products that do not require high-stack spaces. He explained the current storage at the Port was not in full capacity.

The maintenance was estimated at 2-3% annually per Mr. Haehl, and he reminded that the storage warehouse would be a Port asset with regards to maintenance.

Commissioner Taylor approved the motion to approve both agreements as written. Commissioner Fullwood second the motion.

There were no further discussions.

The Board voted unanimously in favor of the motion.

c. OHPA property sale (selection of broker)

The listing agreements from each of the remaining RFQ candidates (Amelia Coastal, eXp Commercial, and Keller Williams) were included in the meeting packet. Only Keller Williams was represented at the meeting by Daniel Griebel.

Mr. Krechowski explained the listing agreements were all standard in form. He requested for the Board to identify a broker rather than review each agreement. Subsequently, he will focus on the selected broker's listing agreement. He encouraged the Board to provide comments or edits on that specific agreement.

Commissioner Cole reiterated his suggestion from the past meeting to consider Amelia Coastal Realty as the selected broker. He subsequently entered this suggestion as a motion. Commissioner Fullwood second the motion for discussion.

Discussion: Vice Chairman Taylor reiterated that his vote in no way reflects his opinion of all the candidates. He did not support the sale of the property.

Chairwoman Hill added that for all the reasons that were discussed and Mr. LaPorte's opinion, the rationale for selling land was different for this Board. The Board disagreed in policy, and she still have yet to recognize consensus on what the funds would be used for. She explained once those funds are available, there are consequences to how those funds have to be spent under the Operating Agreement. Restrictions or use of said funds have not been discussed. She echoed the comments by Vice Chairman Taylor that this matter is unfair to the bidders because the Board have not agreed on a policy. Her vote "no" would not reflect her opinion on the candidates. She reiterated that selling land for the purposes stated was not a good decision.

Commissioner Nelson added this matter has been an on-going process for months. In the past, the Board decided to not extend the Port footprint, and there are three OHPA properties inactive and not in use for anything. He did not believe it is good stewardship to continue to leave said properties inactive. He is in favor of selling one property as he declared in the past. He stated the use of the money would be to advance the OHPA as an organization. That OHPA would have money whether it decides to invest at Crawford Diamond or others. There are other matters to consider rather than continue to discuss concerns of selling the properties. He is a proponent of taking care of the Port, something that this Board was charged with through its Charter. Using the money for investment purposes is fine for the right investment. It is not good stewardship to consider or worry about future Commissions. With that, he stated he understood the emotions that come with this matter. This was a chance to move this Board forward. He encouraged the Board to make decisions and move on. He was ready to cast his vote.

Chairwoman Hill responded to Commissioner's Nelson comment on expanding the footprint that it was OHPA's commitment to the City not to expand the Port's footprint. The properties are part of the Port's footprint. The City had approached OHPA about using the properties for parking lots. The biggest disappointment throughout the process was that OHPA did not receive ideas on how to monetize the parcels instead the Board has a listing agreement to sell. If OHPA does not sell, it has to pay marketing fees; thereby, incurring more costs. She thought the idea was to evaluate the land and identify how to use it better.

Vice Chairman Taylor added at the time he agreed to sell one property; however, in the process, OHPA did a disservice to the first selected broker. The Board was not clear on exactly what it was doing with the properties. He is still waiting for some type of a business plan, and professed that selling now is the wrong time. Perhaps later down the line, the Board might look at opportunities for investment purposes but now is not the time.

The Board voted 3 to 2 in favor of the motion with Chairwoman Hill and Vice Chairman Taylor dissenting.

Mr. Krechowski will review Amelia Coastal Realty listing agreement.

9. New Business

a. Port on-site tour request

There was a request from a member of the public to tour the Port months ago. Mr. Gilbert, then Savage representative, was in search of transportation. Chairwoman Hill also received a request from Leadership Nassau to visit the Port. They will provide their own transportation. There are safety restrictions in place at the Port to consider.

Mr. Haehl agreed it was possible to have the tours. He added the people touring may have to remain in the vehicle. A Port staff will guide the tour.

Chairwoman Hill offered her assistance to seek transportation for the groups.

b. E911 Addresses for Port property (update)

Mrs. Hebron explained the FB Deputy Fire Chief, Jason Higginbotham, requested OHPA, in concurrence with the Port Operator, to provide a more cohesive list of addresses for the Port buildings.

Commissioner Nelson stated that in case of an emergency, the first responders always arrived at the main security gate and from there they were directed to specific emergency location at the Port.

Mrs. Hebron offered to schedule a meeting with the Deputy Fire Chief, Commissioner Nelson, and Savage's general manager.

c. Independent Special District Legislation (FPC, update)

Chairwoman Hill attended the FPC Legislative lobbying meeting this past week. Some of the legislation to the committees could potentially have an impact on the Port of Fernandina as a Special District. Some of the legislation would affect other ports that have Ad Valorem taxing powers. OHPA does not have taxing powers that would impact it but the term limits would. The matter is still moving through the committees.

Commissioner Fullwood added the only portion of the legislation that would impact OHPA is the term limits. Even with that, the term limits will not start until the bills pass and it goes for 20years.

d. **Nassau County development presentation** (May 8th)

The Board expressed its interest in having Taco Pope, County Manager, present his Nassau County development presentation. From an invitation from OHPA, Mr. Pope suggested presenting at an OHPA meeting on May 8th. The Board concurred.

Vice Chairman Taylor had suggested from the past meeting that the Board present a quarterly OHPA/Port update to the City and the County. He also recommended that a representative from Savage (Port Operator) be present as well. Mr. Haehl agreed. Chairwoman Hill offered to present at the County Commission meetings. Commissioner Cole will join her. Vice Chairman Taylor volunteered to present at the City Commission meetings.

10. Commissioners Reports and Comments

a. New development reports

Chairwoman Hill spoke with Brad Bean, FB Mayor, recently about the public art projects. The City is working on funding through the Tourist Development Council to put murals on public buildings. The City asked if OHPA would consider one of the warehouses, specifically warehouse #3. The Council would seek concurrence from the community of what type of mural would be allowed. OHPA would have input of the mural that would go on warehouse #3. It would be an opportunity to extend the partnership with the City.

Mr. Haehl cautioned to consider the materials (paint) that would be used; if it will cause extra maintenance, if it could endure the extreme weather, and the safety considerations of the artist(s) while performing the task. The Chair concurred.

b. Committee Reports

- **Port Security** – Nelson

He spoke to the Security Site Supervisor. The security office at the main gate is in need of replacement. The small building (Approximately 4.5 feet X 5.0 Feet) is in very bad condition with deteriorating sides, electrical and insulation issues. Greg Haehl, Savage Services representative advised the Board that a new office building was being purchased. Security was not advised of this action and was unaware of the replacement office being planned.

Mr. Haehl advised that Savage is moving forward to replace the structure in kind (5 x 8) at their expense. Commissioner Nelson argued that the security staff are unaware of the plans to replace. Mr. Haehl explained the plans were not communicated to the staff yet because they are still looking at options for a full replacement in kind and would not need a foundation or civil work. A bigger

structure was suggested but Mr. Haehl countered that if that is what OHPA requests, it would be at OHPA's expense.

Commissioner Nelson will provide a progress report at the next meeting. He added the suggestion for a bigger structure came from CBP.

Commissioner Cole announced he was under the weather and asked to present his report next. The Chair granted his request and excused him from the meeting after his report.

- **Economic Development** – Cole
Met yesterday at the public utilities. They had a business retention breakout forum. The next one is February 15th in Callahan Fire Station.

The EDB are at the Rural County Days in Tallahassee through tomorrow.

- **Emergency Management** – Cole
There was a severe warning two weeks ago. No incidents to report.
- **Port facilities** – Nelson

Fort Clinch Tugboat:

The Fort Clinch Tugboat is back in Full Service and is performing well. The main search light is scheduled to be replaced with a new upgraded light in the next couple of weeks. The Original copy of the COI (Certificate of Inspection) needs to be sent to the Captain of the Tug for display on the Tugboat.

Liebherr Container Crane #9:

Storm Brake Issues with the Storm Brake. Parts have been placed on order.

Liebherr Container Crane #10:

No Issues at the time of this report.

Liebherr Mobile Harbor Crane:

Crane is operational with note that additional Hydraulic hoses are scheduled for replacement.

OHPA Trucks 619, 620, 621, 622, 623 and 624:

All trucks are operational at the time of this report with only minor issues that require attention.

Rail Dock Canopy:

Advised Contractor was appointed with work beginning this month (February). This structure was damaged a year ago.

Warehouse # 3:

No Change in current status. No action of repair was taken at the time of this report.

- **Customs House** – Fullwood

Report given under Old Business 8a. Additionally, the architect will go on site and examine the location, type of structure, and construction.

Mr. Haehl noted that Joel Dimick, Project Manager, had been assigned to assist Commissioner Fullwood and with the project to represent the Operator.

Chairwoman Hill added the options were flexible and other suggestions for the facility are welcome. OHPA had been requesting a meeting/office space for years, as a suggestion.

Jennifer Bradshaw, CBP Director, and Steve Parrott, CBP Manager, are the points of contact for CBP.

- **Army Corp of Engineers (ACOE)** – Fullwood

He is in contact with ACOE.

- Technical Coordinating Committee – **stricken from the list**

- **Transportation Planning Organization (TPO)** – Hill

She attended the TPO meeting last month and the next one will be in February. One of the programs is clean fuels (alternative fuels). She highlighted the Smart North Florida project that identifies technological solutions to the transportation issues. Over a two-month period, it was observed on 301 and I-10 that 94 trucks per day on average, over 5K parked trucks overnight, 8% are commuter cars, average parking duration was one hour or less, and majority of the trucks had cabs with the use of artificial intelligence (AI). OHPA is charged to share information with the County and other Boards. The resources are available to Nassau County. Mr. Krechowski is on the Board of Smart North Florida, and he offered his assistance. She invited him to attend a TPO meeting.

- **Nassau Chamber of Commerce** – Taylor

He encouraged to review the Economic Indicator Dashboard that included information about the Port. Awards Gala is February 29th that recognize business and people in the community.

Mrs. Hebron informed the Board that Vice Chairman Taylor is one of the nominees for Nassau County Business Leader of the Year.

- **City of Fernandina Beach** – Taylor

Fernandina along with Nassau County are celebrating their bicentennial. The County recently kicked off their bicentennial event at Wildlight. He encouraged

everyone to submit their feedback for the Vision 2050 Plan (nassauffl2050.com). The City and the County are partnering for the opening the beaches in May.

- **Keep Nassau Beautiful** – Taylor
No report.
- **Community Outreach** – Fullwood
He received complaints about the condition of the road between the end of the bridge and Old Nassauville Road. Secretary Greg Evans was suggested as point of contact. Chairwoman Hill explained fundings in south Florida projects took precedence and so the projects here have been pushed out by five years. North Florida TPO is preparing as many projects to be “shovel ready” so that they will be ready to seize funding when available as a strategy.
- **FDOT** – Nelson
Met with Kyle Coffman, FDOT, along with other members from Savage, Mrs. Hebron, and Mr. LaPorte. Mr. Coffman explained all seven of the OHPA grants. He explained that FDOT frowns upon unused grants that can impact OHPA from receiving future grants. He explained the grant expiration date is when project work must cease. However, invoicing is extended 120 days beyond the expiration date.

There are still pending documents to submit to FDOT to close out the Master Plan grant. Mrs. Hebron will submit the required documents.

Mr. LaPorte encouraged the Port Operator to work with OHPA in understanding what grants are available for specific projects. Mrs. Hebron suggested using one of the grants for the security structure. Mr. Haehl will review.

11. Administrative Office Manager Report

Mrs. Hebron submitted a written report included in the meeting packet. She also reported that she delivered the thank you gift to the FB Fire Department (Jason Higginbotham) for their support and assistance.

She placed a conference table in the office on loan for OHPA’s use for Shade meetings.

She asked for Board consent to accompany Chairwoman Hill to the Florida Ports Council Legislative meeting in Tallahassee. Chairwoman Hill explained if the Board will take turns attending the FPC meetings, Mrs. Hebron would be the consistent contact person. The Board granted the request.

Lastly, Mrs. Hebron thanked Commissioner Nelson for taking her on a tour of the Port. She reported it was educational and informative.

Chairwoman Hill thanked Mrs. Hebron for keeping the Board abreast on pertinent matters and keeping the communications open.

12. Other items to be brought by Commissioners

None

13. Adjournment

With no other items brought before the Board, the meeting was adjourned at 8:37pm.

Date _____

OCEAN HIGHWAY & PORT AUTHORITY



Miriam R. Hill – Vice Chairwoman, District 1
Danny Fullwood – Chairman, District 2
Justin Taylor – Secretary/Treasurer, District 3
Ray Nelson – Commissioner, District 4
Mike Cole – Commissioner, District 5

Shade-Special Meeting Minutes

February 5, 2023

The Ocean Highway and Port Authority, Nassau County, held a Shade-Special Meeting on Monday, February 5, 2024 at the Peck Center, Willie Mae Ashley Auditorium, 516 S 10th Street, Fernandina Beach, FL 32034.

1. Executive Session (Shade meeting)

The OHPA Board public meeting was called to order at 3:00 PM by Chairwoman Hill. Mr. Krechowski, Port Attorney, made a statement requesting a shade meeting to discuss Case #2020-CA-284, *PILOT/ City of Fernandina v. OHPA*, settlement negotiations and litigation expenditures. The shade meeting was convened in a separate room with the full Board; Mr. Krechowski, Port Attorney; and a court reporter present. The shade meeting concluded at approximately 3:34 PM, and the conclusion and termination of the shade meeting was announced. The public meeting was reconvened by Chairwoman Hill.

2. Special meeting (Public)

The meeting was called to order at 3:34 PM by Chairwoman Hill.

She did not call for the invocation, pledge, or roll call.

a. Public Comments - Audience (Comments must be submitted prior to the meeting)

No submission.

b. MARAD request

Chairwoman Hill recalled from the last meeting, the Board was presented with a letter from the U.S. Department of Transportation (U.S.DOT) and MARAD. Vince Mantero, Director, requested OHPA's concurrence with the Operator's response via a white paper and an email cover letter. Since then, Mr. Krechowski and Chairwoman Hill had a conference call with Mr. Mantero and a lawyer. From that discussion, it was concluded the U.S.DOT disagreed with the position that import operational cost reduction is sufficient to satisfy the requirements of the grant. Therefore, the best

option moving forward is to work with MARAD to dispose of the Fort Clinch tugboat. It is possible that the Operator may consider purchasing the tugboat. This was her recommendation for Board action and explained that it is not a negative for OHPA. It does not result with the downgrading of its debt or a strike for future grant consideration. To the contrary, the position of U.S.DOT was that they would only request the portion of the fair market value that is the federal match. She added it was a good outcome for OHPA because it does not have to pay back the full list price of the tugboat and other equipment. The Port had good use of it in the interim, in good faith from U.S.DOT. Efforts were made to attempt to develop the project to no avail.

From the last meeting, Mr. Haehl, Port Operator, was not prepared to go on record and state they will purchase the tugboat. However, from the U.S.DOT's perspective, they would like to see some movement because this matter had been on-going for some time now. They have been requesting for letters of commitment since July of last year.

Commissioner Fullwood stated he still did not agree that the original purchase of the tugboat was for a specific reason. The tugboat was not for ocean-going purpose but rather for docking and undocking. Chairwoman Hill countered the grant application referred to the purpose of the tugboat was for in-port operation, and it would be in support of a barge service.

Commissioner Fullwood moved to allow Mr. Krechowski to work with U.S.DOT to dispose of the assets acquired under the grant. Commissioner Cole and Vice Chairman Taylor simultaneously second the motion.

No further discussions.

The motion carried unanimously.

3. Adjournment

The meeting was adjourned at 3:50PM.

Date

OCEAN HIGHWAY & PORT AUTHORITY



Miriam R. Hill – Chairwoman, District 1
Danny Fullwood – Commissioner, District 2
Justin Taylor – Vice Chairman, District 3
Ray Nelson – Secretary/Treasurer, District 4
Mike Cole – Commissioner, District 5

Monthly Meeting Minutes

February 14, 2024

The Ocean Highway and Port Authority of Nassau County held its monthly meeting on Wednesday, February 14, 2024 at the Peck Center, Willie Mae Ashley Auditorium, 516 S 10th Street, Fernandina Beach, Florida 32034.

1. Public meeting Call to Order – Chairwoman

Chairwoman Hill called the meeting to order at 3PM.

2. Invocation

The invocation was given by Commissioner Cole.

3. Pledge of Allegiance

The Pledge of Allegiance was led by Chair Hill.

4. Roll Call: Miriam Hill, District 1; Danny Fullwood, District 2, Justin Taylor, District 3; Ray Nelson, District 4; Mike Cole, District 5

Roll call was conducted by Rossana Hebron, Administrative Office Manager. Only the full Board was present along with some members of the public in the audience.

Chair Hill asked the Board for permission to modify the agenda to allow for public comments. No objections. There were no public comments.

5. Regular Business:

a. RFQ CBP facility (Contract approval- Zyscovich, LLC)

This item was for the approval of the Zyscovich contract that was attached to the meeting packet. Prior to the meeting, Mr. Krechowski collaborated with the Zyscovich team and Savage's project manager to revise the contract.

Chair Hill provided amendments to the draft and explained it needed to include flexibility for the architects to propose different options in addition to those initially mentioned in the RFQ. Incidentally, she conferred with Mr. Krechowski, and he concurred with the edits she provided. He also recommended to inform the Board and obtain a consensus. Mr. Krechowski added statutorily required language regarding public records law to the draft.

Some of the edits were:

- Requesting at minimum three options for the site analysis.
- Adding more square footage to the design for co-locating space/OHPA offices, citing the lease for the Peck Center office is subject to City approval and rate changes annually.
- CBP has no ability to pay rent; therefore, recommendations should include strategies to fund ongoing O&M costs of the building.
- The facility would qualify for federal grant; therefore, procurement process is necessary to satisfy federal grant requirements.
- Site analysis questions: Can an OHPA administrative offices/meeting space/co-location of fee-paying/compatible tenants within the facility to offset carrying costs be accommodated?
- All work to be completed by close of business (COB), March 31, 2024.
- No additional fees without advance approval of OHPA.

Vice Chair Taylor motioned to approve the Zyscovich agreement as amended. Commissioner Fullwood second the motion.

There were no further discussions.

The motion carried unanimously.

b. TPO Priority Project request (Board approval)

TPO requested OHPA to submit its Port priority projects for the next two fiscal years. The list was included in the meeting packet. The purpose of the priorities was for OHPA's benefit when applying for grants. The deadline to submit the list to TPO is Friday.

Chair Hill explained the Resiliency project (first on the list) will be connected to the City's plan for the seawall.

She also recommended to continue attending the Technical Advisory Committee (TAC) and to designate Mrs. Hebron as alternate when Vice Chair Taylor is unable to attend. Vice Chair Taylor concurred.

Commissioner Fullwood moved to approve the priority projects list. Commissioner Cole second.

There were no further discussions.

The motion carried unanimously.

c. Resolution 2024-R01 (Fort Clinch tugboat, approval)

This resolution memorializes the Board vote taken on February 5, 2024. It was attached to the meeting packet.

Vice Chair Taylor motioned to approve Resolution 2024-R01. Commissioner Fullwood second the motion.

Discussion: Chair Hill suggested to strike the “Terminate the Grant” language from the title per Mr. Krechowski’s recommendation. She added the resolution will be submitted to MARAD and collaborate to dispose of the Fort Clinch tugboat.

Vice Chair Taylor amended his motion to include the aforementioned edit. Commissioner Fullwood amended his second.

Commissioner Fullwood inquired if there was an interested party to purchase the tugboat. It was affirmed. Commissioner Nelson added there was a second interested party.

The motion carried unanimously.

Discussion: Chair Hill confirmed she received a call from an interested party to purchase the tugboat. She will confirm the sale process and begin showing the tugboat.

d. Management Representation Letter to Mauldin & Jenkins (Board approval)

A draft of the letter was included in the meeting packet.

The letter represented, in sum, OHPA’s cooperation and responsibilities in the preparation and fair presentation of the financial statements in accordance with the U.S. GAAP.

Chair Hill confirmed both Wade Sansbury, Mauldin & Jenkins, and Mr. Krechowski recommended to obtain the full Board’s concurrence that the representation of OHPA’s financials was correct. Commissioner Fullwood stated he did not discover any unusual elements on the financial statements. Commissioner Cole concurred. Mrs. Hebron reviewed the bookkeeping portion with Mr. LaPorte, Port Accountant.

Chair Hill recalled there was a discrepancy, reported by a member of the public, between the Operator’s public balance sheet and OHPA’s. Mr. Sansbury explained that was a different fiscal year. Furthermore, a portion of the letter (#6) in question was intended to capture actions (example: “off the books” loan to one of the Commissioners or any liability that OHPA is aware of) were not reflected in the balance sheet. Mr. Sansbury recommended to improve the bookkeeping and internal processes if any concerns. Chair Hill reminded the Board Mr. LaPorte recently drafted OHPA’s grant management policies and procedures for FDOT. Subsequently, OHPA can request dockage and wharfage and other Port revenues from the Operator every quarter if OHPA adopts that procedure.

Commissioner Fullwood reiterated he had not discovered any unusual elements from the current and past financial statements, that it was standard. Therefore, he moved to adopt the Management Representation letter to Mauldin & Jenkins. Commissioner Cole second the motion.

There were no further discussions.

The motion carried unanimously.

Before adjournment, Commissioner Fullwood stated he called Mr. McGuinn, Zyscovich/Executive Vice President, to schedule a meeting to review the Customs House site for design options within the grant expiration date (March 31st). Chair Hill explained the architects will just reevaluate the alternatives. He requested Mr. Haehl to be present at that meeting with the architects. He also confirmed per the Operating Agreement, the Operator is obligated to maintain the Customs House.

Commissioner Nelson encouraged the full Board to visit the Port and examine the operations.

6. Adjournment

With no other items brought before the Board, the meeting was adjourned at 3:35pm.

Date _____



Port Attorney Report

TO: OCEAN HIGHWAY AND PORT AUTHORITY

FROM: PATRICK W. KRECHOWSKI, PORT ATTORNEY

RE: ATTORNEY'S REPORT

DATE: February 20, 2024

Nassau County Property Appraiser

Hickox v. OHPA & OHPA v. Hickox

Current cases remains pending. Discovery initiated.

Cases consolidated by Order of the Court on March 1, 2023.

Port Operator has issued tender of indemnity and defense, under a reservation of rights.

Active litigation is subject to attorney-client confidentiality privilege.

COFB v. OHPA

Case remains pending. Trial date set for May 22-23, 2024 (pre-trial conference May 2, 2024).

Settlement discussions with City ongoing.

Active litigation is subject to attorney-client confidentiality privilege.

Miscellaneous

Real Estate Broker RFQ and selection.

Fabric Warehouse agreements.

Contract and project administration for architectural services (Customs House).

Port Operator Documents Provided (status of review TBD).



Port Accountant Report

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Monthly Financial Report - January 2024

	January	YTD ACTUAL	BUDGET 2023-2024
Revenues			
Quarterly Fee	0.00	76,613.12	308,897.68
Misc Income	0.00	17,377.41	2,000.00
ARPA Reimbursement	55,311.27	132,572.25	150,000.00
Port Revenue - Harbor Admin	0.00	2,487.50	14,500.00
Port Revenue- Bunkering	0.00	325.00	7,500.00
TOTAL REVENUES	55,311.27	229,375.28	482,897.68
EXPENSES			
COMMISSION DIRECT			
Salaries - Commissioners	10,000.00	40,000.00	120,000.00
Payroll Taxes	2,047.67	7,727.80	11,361.00
Unemployment	77.01	146.09	75.00
Conferences & Travel	0.00	0.00	1,000.00
Insurance	0.00	0.00	1,134.00
WC-Insurance	0.00	0.00	5,102.00
Unpaid Legal Fees	0.00	6,339.00	80,000.00
Salaries - Board Attorney	6,339.00	109,398.51	60,000.00
TOTAL COMMISSION DIRECT	18,463.68	163,611.40	278,672.00
COMMISSION OPERATION			
Salaries - Exec Director	10,833.33	43,333.32	0.00
Bus Dev Expenses	0.00	0.00	5,000.00
Travel	0.00	0.00	1,000.00
Salaries- Accountant	1,900.00	5,700.00	22,800.00
Salaries - Office Administrator	4,916.67	19,424.91	63,600.00
Expenses - Office	1,624.96	4,353.53	4,000.00
Ports Council Representative	0.00	0.00	10,000.00
Travel - Office Admin	0.00	100.00	100.00
Rent-Peck Center	281.74	1,126.96	3,401.67
TOTAL COMMISSION OPERATION	19,556.70	74,038.72	109,901.67
COMMISSION DISCRETIONARY			
Dept. of Revenue (Special Dist. Fee)	0.00	175.00	225.00
TPO. - Membership	0.00	1,497.00	1,497.00
Greater Nassau Chamber of Commerce	0.00	0.00	325.00
Advertisement	0.00	0.00	600.00
Web Site	26.49	74.46	500.00
Awards & Presentations	0.00	0.00	120.00
Discretionary	0.00	0.00	720.00
TOTAL COMMISSION DISCRETIONARY	26.49	1,746.46	3,987.00
PORT OPERATIONS			
CSX Right of Way Fee	0.00	0.00	750.00
Insurance	0.00	0.00	18,206.00
Audit	0.00	15,000.00	28,000.00
FL Ports Council Dues	0.00	0.00	15,500.00
Nassau Cty Economic Dev Board	0.00	0.00	1,000.00
TOTAL PORT OPERATIONS	0.00	15,000.00	63,456.00
TOTAL EXPENSES	38,046.87	254,396.58	456,016.67
Excess Revenues over Expenditures	17,264.40	-25,021.30	26,881.01

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Customs House

Monthly Financial Report - January 2024

	January	YTD ACTUAL	BUDGET <u>2023-2024</u>
INCOME			
GSA - Customs House - RENTAL INCOME	0.00	0.00	0.00
Reimbursements	378.36	1,216.35	0.00
Miscellaneous	0.00	0.00	0.00
TOTAL INCOME	378.36	1,216.35	0.00
 CUSTOMS HOUSE			
Bug Out Pest Control	0.00		0.00
River Pest Control Termite Bond	0.00	0.00	0.00
Bug Out Termite Bond	0.00	0.00	0.00
Cleaning Service	0.00	0.00	0.00
City of Fernandina Beach (Water)	171.54	468.98	0.00
Florida Public Utilities (Electric)	292.69	1,205.65	0.00
Maintenance	0.00	0.00	0.00
TOTAL CUSTOMS HOUSE	464.23	1,674.63	0.00
<u>Net Increase(decrease) in Funds</u>	<u>-85.87</u>	<u>-458.28</u>	<u>0.00</u>

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Account Balances - January 31, 2024

Account Name	Acct Num	31-Jan	29-Dec
Operating	x3328	129,979.50	112,577.47
Other - Admin Acct	x6714	103.16	172.36
Maintenance	x4519	81,902.06	81,902.06

Nassau County, Florida

Ocean Highway & Port Authority

FINANCIAL STATEMENTS

for the

Quarter ended December 31, 2023



To the Board of Commissioners of
The Ocean Highway and Port Authority
of Nassau County, Florida

Management is responsible for the accompanying financial statements of the Ocean High and Port Authority of Nassau County (a not-for-profit Special District chartered by the Legislature of the State of Florida), which comprise the balance sheet- cash basis as of December 31, 2023, and December 31, 2022 and the related statement of operations- cash basis for one quarter ended December 31, 2023, and one quarter ended December 31, 2023 and December 31, 2022. The financial statements will not include a statement of cash flows. The cash basis of accounting is a special purpose framework which is a basis of accounting other than GAAP.

We conducted the engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Ocean Highway and Port Authority's financial position. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Ocean Highway and Port Authority of Nassau County.

Courson and Stam LLC

February 6, 2023

OCEAN HIGHWAY & PORT AUTHORITY
Balance Sheet - Cash Basis
As of December 31, 2023

	<u>As of Dec 31, 2023</u>	<u>As of Dec 31, 2022</u>
ASSETS		
Current Assets		
Bank Accounts		
1010 Petty Cash	150.00	150.00
First Federal - Maintenance Fund #4519	81,902.06	100,491.60
First Federal - Operating	112,577.47	49,252.55
First Federal-Admin	172.36	114.72
Total Bank Accounts	<u>194,801.89</u>	<u>\$ 150,008.87</u>
Accounts Receivable		
1061 Due from other Governments		
1061-C WW Terminals-Security	0.00	19,711.41
Total Accounts Receivable	<u>0.00</u>	<u>\$ 19,711.41</u>
Other Current Assets		
1062 Pilot Payment in Lieu of Taxes	100,000.00	100,000.00
1064 Receivable -Misc	0.00	1,856.25
Total Other Current Assets	<u>100,000.00</u>	<u>\$ 101,856.25</u>
Total Current Assets	<u>294,801.89</u>	<u>\$ 271,576.53</u>
Fixed Assets		
2010 Land - Port	3,183,736.29	3,183,736.29
2020 Buildings	772,000.00	772,000.00
2025 1997,1998,1999 - Warehouse	2,060,166.47	2,060,166.47
2026 1997,1998,1999 - Bulk Pier	191,099.29	191,099.29
2027 Warehouse #1 - Refurbish	918,327.92	918,327.92
2028 Road Project	347,150.95	347,150.95
2030 Equipment	1,103,908.69	1,103,908.69
2031 Leibherr Crane	1,923,698.39	1,923,698.39
2040 Port Improvements	24,678,447.68	24,678,447.68
2043 Tradeplex Improvements	1,013,339.04	1,013,339.04
2045 Dredge Project	929,083.69	929,083.69
2046 Gate Entry/Storage Yard	251,709.73	251,709.73
2047 New Pier - 2003	611,546.36	611,546.36
2048 Tug Boat Purchase 2021	1,015,189.53	1,015,189.53
2050 Security	762,117.44	762,117.44
2051 WIP N.C. Cranes	5,308,807.00	5,308,807.00
WIP Warehouse	297,984.14	297,984.14
2100 Accumulated Depreciation	-30,933,137.36	-30,107,835.01
Total Fixed Assets	<u>14,435,175.25</u>	<u>\$ 15,260,477.60</u>
TOTAL ASSETS	<u>14,729,977.14</u>	<u>\$ 15,532,054.13</u>

OCEAN HIGHWAY & PORT AUTHORITY
Balance Sheet - Cash Basis
As of December 31, 2023

	As of Dec 31, 2023	As of Dec 31, 2022
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 *Accounts Payable	26,620.95	232,913.17
Total Accounts Payable	\$ 26,620.95	\$ 232,913.17
Other Current Liabilities		
3022 Annual Fee Payble	100,000.00	100,000.00
3030 Accrued Payroll	12,348.94	12,348.94
3040 Payroll Taxes Payable	-731.36	-1,084.16
3042 Unemployment Taxes Payable	35.31	35.31
3509 Unearned Revenue	60.40	60.40
Due to WWT	4,888.92	0.00
Total Other Current Liabilities	\$ 116,602.21	\$ 111,360.49
Total Current Liabilities	\$ 143,223.16	\$ 344,273.66
Long-Term Liabilities		
Total Long-Term Liabilities	\$ 0.00	\$ 0.00
Total Liabilities	\$ 143,223.16	\$ 344,273.66
Equity		
5006 Contrib. Capital - Audit 9/98	442,681.32	442,681.32
5007 Contrib. Capital - Audit 9/97	8,813.00	8,813.00
5008 Contrib. Capital - Audit 9/96	59,665.00	59,665.00
5009 Contrib. Capital - Audit 9/95	854,456.00	854,456.00
5010 Contrib. Capital - Dot 2012	389,750.24	389,750.24
5020 Beginning Fund Deficit	-9,270,843.41	-9,270,843.41
5025 YTD Fund (Deficit)/Excess	11,743,092.43	12,118,412.62
6500 Contributed Capital-operator	6,085,088.64	6,085,088.64
6501 Operator Contrib - Nov 2018	4,555,985.56	4,555,985.56
Net Income(Loss)	\$ (281,934.80)	\$ (56,228.50)
Total Equity	\$ 14,586,753.98	\$ 15,187,780.47
TOTAL LIABILITIES AND EQUITY	\$ 14,729,977.14	\$ 15,532,054.13

OCEAN HIGHWAY & PORT AUTHORITY
Statement of Operations - Cash Basis
For the One Quarter Ended Dec 31, 2023

	Oct - Dec. 2023
Income	
6015 Interest Income	0.00
6022 Port Revenue- Admin & Bunkering Fee	2,812.50
6023 Port Security Reimbursement	59,335.54
6024 Port Reimbursement for Customs House Utilities	837.99
6028 Annual Fee	76,613.12
6031 Maintenance Contrib	15,000.00
6035 State of Florida - DOT Funds	9,991.00
6050 Miscellaneous Income	17,377.41
6902 WWT Contributions	13,445.33
6902 ARPA Reimbursements	77,260.98
Total Income	\$ 272,673.87
Gross Profit	\$ 272,673.87
Expenses	
8065 Commissioners Fees	30,000.00
8067 Port Exec Director Payroll	32,499.99
8068 Office Mngr Payroll	14,508.24
8069 Intuit Fees	36.75
8075 Depreciation	200,000.00
8080 Dues & Subscriptions	
8080A Special District Fee	175.00
8080B TPO Membership Dues	1,497.00
8080C Greater Nassau Chamber of Commerce	0.00
8080D Nassau County Dev. Board	0.00
8080E Florida Ports Council Dues	0.00
Total Dues & Subscriptions	1,672.00
8130 Office Supplies	2,589.35
8131 Website Expense	47.97
8132 IT Support Expense	28.50
8135 Office Manager Travel	100.00
8140 Outside Services	53.98
8150 Payroll Taxes - Commissioner	2,295.00
8151 Payroll Taxes - Office Manager	898.88
8152 Payroll Taxes - Port Executive Director	2,486.25
8154 State Unemployment	69.08
8164 Customs House Cleaning Services	0.00
8165 Pest Control	0.00
8166 Port Security	68,127.21

OCEAN HIGHWAY & PORT AUTHORITY
Statement of Operations - Cash Basis
For the One Quarter Ended Dec 31, 2023

	Oct - Dec. 2023
8180 Professional Fees	
8180A Accountant	3,800.00
8180B Port Attorney	103,059.51
8180C Audit	15,000.00
8180D FI Port Council	0.00
8180E Professional Fees-Other	0.00
Total 8180 Professional Fees	121,859.51
8190 Rent/Lease of Building	845.22
8200 Repairs & Maintenance	75,260.35
8270 Utilities	
8270A FPU	912.96
8270B City of FB Utility	297.44
Total 8270 Utilities	1,210.40
8280 Miscellaneous Expense	19.99
Awards & Presentations	0.00
Total Expenses	\$ 554,608.67
 Net Operating (Loss) Income	 \$ (281,934.80)

OCEAN HIGHWAY & PORT AUTHORITY
Statement of Operations - Cash Basis
For the One Quarter Ended Dec 31, 2023 and Dec 31, 2022

	<u>Oct - Dec, 2023</u>	<u>Oct - Dec, 2022</u>
Income		
6015 Interest Income	0.00	0.01
6022 Port Revenue-Admin & Bunkering Fee	2,812.50	0.00
6023 Port Security Reimbursement	59,335.54	85,054.42
6024 Port Reimbursement for Customs House		
Monthly Utilities	837.99	944.76
6028 Annual Fee	76,613.12	128,417.44
6031 Maintenance Contrib	15,000.00	15,000.00
6035 State of Florida - DOT Funds	9,991.00	156,750.83
6050 Miscellaneous Income	17,377.41	34,657.69
6900 WWT Contribution	13,445.33	0.00
6902 ARPA Reimbursements	77,260.98	73,784.47
Total Income	\$ 272,673.87	494,609.62
Gross Profit	\$ 272,673.87	494,609.62
Expenses		
8020 Advertising	0.00	58.68
8022 Awards & Presentations	0.00	110.00
8032 Unallowed Grant Expenditures	0.00	22,541.04
8050 Bank Charges	0.00	44.00
8065 Commissioners Fees	30,000.00	30,000.00
8067 Port Exec Director Payroll	32,499.99	32,499.99
8068 Office Mngr Payroll	14,508.24	5,675.00
8069 Intuit Fees	36.75	955.25
8075 Depreciation	200,000.00	175,000.00
8080 Dues & Subscriptions		
8080A Special District Fee	175.00	175.00
8080B TPO Membership Dues	1,497.00	1,453.00
8080C Nassau Chamber of Commerce	0.00	300.00
8080D Nassau County Dev. Board	0.00	0.00
8080E Florida Ports Council Dues	0.00	15,500.00
Total Dues & Subscriptions	1,672.00	17,428.00
8090 Travel	0.00	174.16
8092 Port Exec. Director Misc. Expense	0.00	92.88

OCEAN HIGHWAY & PORT AUTHORITY
Statement of Operations - Cash Basis
For the One Quarter Ended Dec 31, 2023 and Dec 31, 2022

	<u>Oct - Dec, 2023</u>	<u>Oct - Dec, 2022</u>
8100 FMIT Insurance	0.00	13,758.00
8127 Licenses & Permits	0.00	745.50
8130 Office Supplies	2,589.35	160.06
8131 Website Expense	47.97	44.97
8132 IT Support Expense	28.50	148.74
8135 Office Manager Travel	100.00	52.38
8140 Outside Services	53.98	60.00
8150 Payroll Taxes - Commissioner	2,295.00	2,303.96
8151 Payroll Taxes - Office Manager	898.88	605.56
8152 Payroll Taxes - Port Executive Director	2,486.25	2,486.25
8154 State Unemployment	69.08	66.18
8164 Customs House Cleaning Services	0.00	0.00
8165 Pest Control	0.00	600.00
8166 Port Security	68,127.21	74,542.86
8180 Professional Fees		
8180A Accountant	3,800.00	5,700.00
8180B Port Attorney	103,059.51	129,513.37
8180C Audit	15,000.00	14,000.00
8180D FI Port Council	0.00	0.00
8180E Professional Fees-Other	0.00	0.00
Total 8180 Professional Fees	121,859.51	149,213.37
8190 Rent/Lease of Building	845.22	0.00
8200 Repairs & Maintenance	75,260.35	0.00
8270 Utilities		
8270A FPU	912.96	700.35
8270B City of FB Utility	297.44	244.41
Total 8270 Utilities	1,210.40	944.76
8280 Miscellaneous Expense	19.99	20,526.53
Total Expenses	\$ 554,608.67	\$ 550,838.12
Net Operating (Loss) Income	\$ (281,934.80)	\$ (56,228.50)

OCEAN HIGHWAY PORT AUTHORITY (OHPA)

POLICIES AND PROCEDURES

Overview OHPA

OHPA was created by the Florida legislature to serve as a special district of the government. Special districts are not for profit. OHPA provides oversight of the Port of Fernandina and aids in the establishment and expansion of commercial enterprises for the benefit of the citizens of Nassau County and the State of Florida. The Ocean Highway and Port Authority, "The Port, "Port Authority," is governed by five elected commissioners representing the five voting districts of Nassau County. They serve staggered four-year terms. As the Port's governing body, OHPA has policymaking, budgeting, and general oversight responsibilities for all port activities.

The Port Authority employs a private port operator company to manage, market, and administer the port activities under an operating agreement. The Port employs an Office Business Manager to perform accounting and administrative functions. Additionally, the Port employs a local accounting firm to assist with controllership, bookkeeping services and grant administration ensuring proper segregation of duties.

OHPA maintains its books on a cash basis of accounting, revenues are recorded when received and expenses are recorded when paid. OHPA uses QuickBooks-Online software as its accounting system.

OCEAN HIGHWAY PORT AUTHORITY (OHPA) POLICIES AND PROCEDURES

Grant Requests

OHPA and the Port Operator work collectively to identify any necessary capital improvements and repairs required to maintain the Port of Fernandina. Grant funds from FDOT & Florida Seaport Transportation and Economic Development (FSTED) are used to pay (in part) for capital projects. OHPA applies and is awarded the grant funds while the Port Operator funds OHPA's share of grant, which OHPA records as contribution revenue. OHPA owns all the capital assets.

- Who initiates? – usually the Port Operator when repairs or projects need to be implemented. Additionally, the OHPA Board may initiate if the Board wishes to implement a project to the Port.
- Who authorizes? – OHPA Board of Commissioners, by vote.
- Who prepares the grant request? –Port Operator & OHPA Commissioner, appointed to FDOT Committee
- What documents are used?
 - Word document -OHPA Board Submission Document
 - Vendor Contracts
 - Bid Docs
 - Bid Tabulations
 - Project Schedule
 - Change Orders
 - Final Project Certifications
 - FDOT Project Invoice Form
 - FDOT Project Monitoring Status Form due quarterly
 - Cost Summaries
 - Paid invoices, contracts, supporting documentation to substantiate the reimbursement.
- OHPA Board Submission document/executive summary describing the need for project, funding source, recommendation is presented to the Board for discussion and vote. (See below for bid process)
- The bidding process is completed before the grant application can be prepared and remitted to FDOT.
- The Grant application is signed by the OHPA Chair.
- The documents are sent via email attachment: ARPA (Port Accountant), grants (Port Operator/Financial coordinator with OHPA Administrator review to an FDOT representatives assigned to OHPA.

OCEAN HIGHWAY PORT AUTHORITY (OHPA) POLICIES AND PROCEDURES

What is the procurement procedure? (bidding process)

- OHPA follows the federal procurement guidelines 2 C.F.R 200.319 and 200.320 for projects needing third party contractors.
- Documents are prepared by Port Operator and/or OHPA Commissioner and reviewed by the OHPA Board of Commissioners and Port Attorney
- OHPA Office Business Manager posts Request for Proposal (RFP), Request for Bid (/RFB) Request for Quote (/RFQ) on OHPA's website and two bidding platforms, Demand Star, bidding platform and Nassau County, FL Chamber of Commerce platform.
- OHPA Office Business Manager receives bids via email attachment. All bids are forwarded to full Board for review and vote at the OHPA Board Meeting.
- A vendor contract is then negotiated with the assistance from Port Operator, Port operator attorney and OHPA attorney. Contract signed by Vendor, OHPA Chair and attested to form and content by Port Attorney.
- The Board will review and approve the vendor contract.

Describe the transaction process.

- The Contractor/vendor sends billing invoice to OHPA Office Business Manager or Port Operator. If sent to the Port Operator, the billing invoice is forwarded to OHPA via email attachment.
- OHPA Office Business Manager sends an invoice to the Port Operator with a request of funds to pay the vendor.
- The Port Operator remits funds electronically, into OHPA's Operating account.
- OHPA Office Business Manager then processes vendor payments, (via check disbursement) within QuickBooks. A copy of the vendor invoice is attached to the check and presented to the OHPA secretary/treasurer for signature. [OHPA Board chair, vice

Describe the transaction process, cont'd.

chair and secretary/treasurer all have check signing authority.} The check is then mailed to the vendor.

The Office Business Manager records an entry to record a Port Operator payable and Port Operator contributed contribution for the grant match. Supporting documentation is attached to each QB transaction. Additionally, paper copies of invoices and bills are retained in the Office Business Managers quarterly binders.

Throughout the life of the project, the Port Operator prepares FDOT Project Invoice Form (FDOT reimbursement) with the supporting documentation and emails to the Office Business Manager for review. It is then presented to the OHPA Chair for signature. The documentation is then emailed to the OHPA FDOT representative for processing and reimbursement.

FDOT remits the reimbursement via ACH into OHPA's Maintenance account. The Office Business Manager creates an FDOT invoice within QB and receives the payment. The Office Business Manager then processes check payment of amount of reimbursement to the Port Operator.

OCEAN HIGHWAY PORT AUTHORITY (OHPA) POLICIES AND PROCEDURES

Oversight

The FDOT representative schedules a bimonthly coordination meeting with Port operator, Port Accountant, OHPA Office Business Manager and OHPA Commissioner committee appointee. FDOT provides a power point presentation to review FDOT projects, planning, performance, and compliance and includes a list of OHPA grants, status, project dates, funding, budget and actual. The FDOT representative will also send an email request for any documentation necessary to prepare FDOT reporting requirements. FDOT also maintains an on online system which is tracks all OHPA's grants. The site is accessible to OHPA management.

Bank Reconciliations

Monthly, OHPA Office Business Manager emails OHPA's monthly bank statements to the staff accountant for reconciliation. The staff accountant saves the bank statements on the accountant's shared drive. The bank reconciliations are performed within the on-line QuickBooks software application. (see system controls below). Bank reconciliations are completed before the monthly Treasurer reports are prepared.

As part of the reconciliation process, for both operating and maintenance bank accounts where deposit and withdrawal descriptions are not specific, each deposit/withdrawal transaction is accessed within QuickBooks and the supporting documentation linked to the transaction is reviewed to determine the nature of the transaction. The bank statement is manually marked up documenting the nature of the transaction. If the transaction is related to a capital project, the grant # is also documented on the bank statement. The staff accountant will contact OHPA Office Business Manager if with any questions and/or fix any issues identified during the bank recon. process. The bank recons are retained within QuickBooks. A paper copy is also generated, attached to the bank statement, and filed in a folder in the accountants file cabinet.

Bank Reconciliations, cont'd.

Capital project payment and receipts should be posted to the operating account. At times, the remitter sends the funds to the maintenance account in error. OHPA's Office Business Manager will transfer the funds to the correct account when accepting the deposit within the QuickBooks application.

**OCEAN HIGHWAY PORT AUTHORITY (OHPA)
POLICIES AND PROCEDURES**

Financial Statement Review

Monthly Treasurer Reports are prepared after the bank reconciliations are completed. The reports are due before the monthly OHPA Board Meeting held on the second Wednesday of the month. Reports are presented to the Board by the accounting partner. Monthly Treasurer reports are in an excel format prepared from the QuickBooks financial statement data. The reports are manually entered into an excel template (rolled forward from the previous month's report), by the staff accountant. The accountant generates two income statements, by month and for the fiscal year to date (by month reported), on a cash basis.

The month only statement is reviewed in QuickBooks to ensure the revenue and expenses are reported to the correct g/l account. The staff accountant will contact OHPA's Office Business Manager with any questions and work collaboratively to make any corrections needed. The QuickBooks monthly report is used to prepare the Monthly Treasurer reports for the P&L for Custom House and Port Operations. A QuickBooks YTD report is generated and tied out to the YTD totals on the Monthly Treasurer report. The Account balance report is completed using the bank reconciliations and compared to the balance sheet within QuickBooks. Paper copies of the QuickBooks reports used to prepare the monthly reports are retained in a folder by the staff accountant. The draft monthly reports are saved on the accountant shared drive. The Accounting Partner is notified via email that the draft reports are ready for review.

Quarterly Compilation Reports are prepared in excel using the same process as described above. The compilation reports are presented at the Board Meeting, by the accounting partner. Reports are retained on the accountants' shared drive.

Documentation retention

Accountant retains Port documents on the firm shared drive which is backed up weekly.

OHPA's Office Business Manager uploads documents into "DropBox" and backed-up (external hard drive) The Office Business Manager retains paper copies within quarterly binders.

OCEAN HIGHWAY PORT AUTHORITY (OHPA) POLICIES AND PROCEDURES

System Controls

QuickBooks /online is password protected. Access is administered by the accounting partner. The Office Business Manager, staff accountant and accounting partner have system access. The accounting partner is the systems administrator.

Accountant retains Port documents on the firm shared drive. Drive is backed up on a weekly basis.

Banking controls

OHPA's Office Business Manager has access to bank accounts, including fund transfers, (with approval by the Board). The Office Business Manager creates a memo to substantiate transfer authorization, which is approved by OHPA officer. As needed, the Port Accountant prepares wire instructions and emails to the Board Chair for approval. Once approved the wire instructions are sent to the financial institution for processing. Only the Board Commissioners have check signing authority.

Expenditure Thresholds

Transfers from the operating bank account to admin bank account is limited to \$300 max. The Office Business Manager purchases are limited to \$300, amounts exceeding \$300 require prior approval.

OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA

RESOLUTION NO. 2024-R02

A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA,
ADOPTING ITS GRANT MANAGEMENT POLICIES AND PROCEDURES; PROVIDING FOR AN EFFECTIVE
DATE

WHEREAS the Ocean Highway and Port Authority (“OHPA”) 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 OHPA has the obligation and responsibility to adopt its Grant Management Policies and Procedures.

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

Section 1. OHPA adopts the attached document as its Grant Management Policies and Procedures.

Section2. This Resolution shall be effective upon its adoption.

RESOLVED FURTHER THAT the Ocean Highway and Port Authority, Nassau County, Florida hereby adopts the foregoing Resolution, dated this ____ day of February, 2024.

OCEAN HIGHWAY AND PORT AUTHORITY,
NASSAU COUNTY, FLORIDA

Miriam Hill, as its Chairwoman

ATTEST:

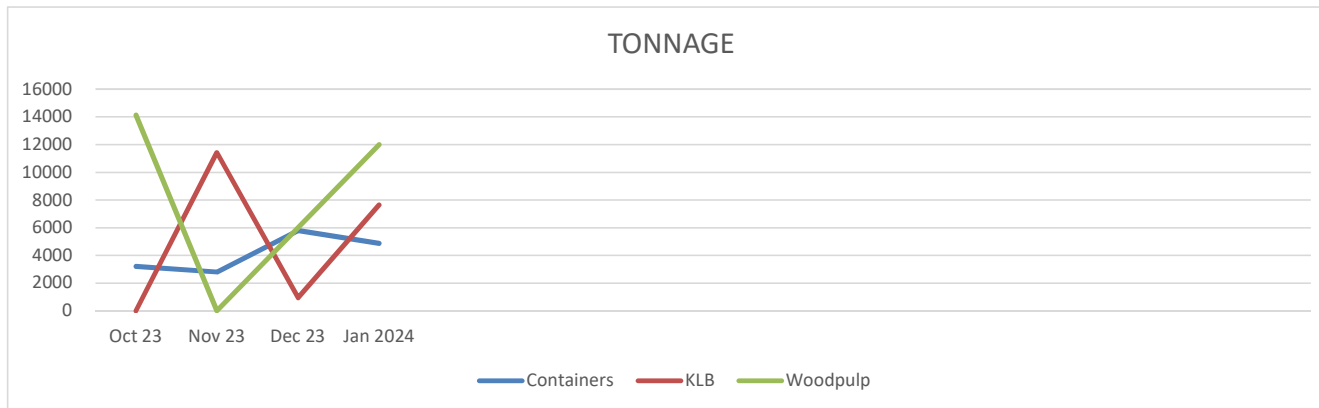
Justin Taylor, as its Vice Chairman



Port Operator Report

**Worldwide Terminals
Port of Fernandina
Tonnage By Commodity
2024**

Commodity	2023 Total	2024 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2024 YTD	2023 YTD	Variance
Containers																
Throughput Number	7,929	470												470	533	(63)
Container Tons	47,946	4,855												4,855	4,372	483
Total Equivalent Units (TEUS)	8,632	472												472	615	(143)
Restow TEUS	0	0												0	0	0
Breakbulk Cargo																
Kraft Liner Board (KLB)	47,084	7,633												7,633	7,310	323
Lumber	12,781	0												0	5,137	(5,137)
Plywood/Hardboard	16,940	0												0	0	0
Steel	0	0												0	0	-
Woodpulp	113,935	12,008												12,008	22,872	(10,864)
Breakbulk Other	17,474	0												0	63	(63)
Bulk Cargo	30	0												0	0	-
Total General Tons	208,244	19,641	0	0	0	0	0	0	0	0	0	0	0	19,641	35,382	(15,741)
Total Tons	256,190	24,496	0	0	0	0	0	0	0	0	0	0	0	24,496	39,754	(15,258)
Dockage Days																
Dockage Days	144	12												12	20	(8)
Vessel Port Calls																
Vessel Port Calls	55	5												5	7	(2)
Total rail cars																
Total rail cars	1,760	118												118	107	11
Average trucks per day																
Average trucks per day		16														
		22														



OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA

RESOLUTION NO. 2024-R03

A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA,
ADOPTING GRANT G1W55 EXTENSION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Ocean Highway and Port Authority of Nassau County, Florida (“OHPA”) 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, OHPA has the obligation and responsibility to adopt a request for an extension of Grant G1W55 for an additional six (6) month period beyond said Grant’s current expiration date of March 31, 2024.

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

Section 1. OHPA adopts the request for a six (6) month extension of Grant G1W55 up to and including September 30, 2024.

Section 2. This Resolution shall be effective upon its adoption.

RESOLVED FURTHER THAT the Ocean Highway and Port Authority of Nassau County, Florida hereby adopts the foregoing Resolution, dated this _____ day of February, 2024.

OCEAN HIGHWAY AND PORT AUTHORITY,
NASSAU COUNTY, FLORIDA

Miriam Hill, as its Chairwoman

ATTEST:

Justin Taylor, as its Vice Chairman



Old Business

Vacant Land Listing Agreement



1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
2* _____ OCEAN HIGHWAY & PORT AUTHORITY _____ ("Seller")
OF NASSUA COUNTY, FLORIDA (OHPA)
3* and _____ Amelia Coastal Realty, LLC _____ ("Broker").

4 **1. Authority to Sell Property:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property
5 (collectively "Property") described below, at the price and terms described below, beginning
6* February 1, 2024 and terminating at 11:59 p.m. on July 31, 2024 ("Termination Date"). Upon
7 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will
8 automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge
9 that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,
10 color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local
11 law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

12 **2. Description of Property:**
13* (a) **Street Address:** 332 N 3rd Street, Fernandina Beach, FL 32034 _____
14

15* Legal Description: BLOCK 17 LOTS 10 THRU 15 CITY OF FDNA BEACH
16* 00-00-31-1800-0017-0100 See Attachment _____

17 (b) **Personal Property,** including storage sheds, electrical (including pedestal), plumbing, septic systems, water
18 tanks, pumps, solar systems/panels, irrigation systems, gates, domestic water systems, gate openers and
19 controls, fencing, timers, mailbox, utility meters (including gas and water), windmills, cattle guards, existing
20* landscaping, trees, shrubs, and lighting: _____
21* See Attachment _____

22 (c) **Occupancy:**
23* Property is is not currently occupied by a tenant. If occupied, the lease term expires _____.

24 **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:

25* (a) **Price:** \$ _____

26* (b) **Financing Terms:** Cash Conventional VA FHA USDA Other (specify) _____
27* Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ _____
28* with the following terms: _____

29* Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ _____ plus
30* an assumption fee of \$ _____. The mortgage is for a term of _____ years beginning in
31* _____, at an interest rate of _____% fixed variable (describe) _____.

32* Lender approval of assumption is required is not required unknown. **Notice to Seller:** You may
33 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your
34 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required
35 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

36* (c) **Seller Expenses:** Seller will pay mortgage discount or other closing costs not to exceed _____% of the
37 purchase price and any other expenses Seller agrees to pay in connection with a transaction.

38 **4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property until a sales
39 contract is pending on the Property.

40 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller
41 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is
42 obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless Seller
43 directs Broker otherwise in writing. Seller authorizes Broker to report to the MLS this listing information and price,
44 terms, and financing information on any resulting sale for use by authorized Board / Association members and
45 MLS participants and subscribers unless Seller directs Broker otherwise in writing.

46 **6. Broker Authority:** Seller authorizes Broker to:

47 (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless
48 limited in (6)(a)(i) or (6)(a)(ii) below.

49 (Seller opt-out) (Check one if applicable)

50* (i) Display the Property on the Internet except the street address.

51* (ii) Seller does not authorize Broker to display the Property on the Internet.

Seller (_____) (_____) and Broker/Sales Associate (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 5.

52 **Seller** understands and acknowledges that if **Seller** selects option (ii), consumers who search for listings on
53 the Internet will not see information about the Property in response to their search.

54* _____ / _____ **Initials of Seller**

- 55 (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once **Seller**
56 signs a sales contract) and use **Seller's** name in connection with marketing or advertising the Property.
- 57 (c) Obtain information relating to the present mortgage(s) on the Property.
- 58 (d) Provide objective comparative market analysis information to potential buyers.
- 59* (e) **(Check if applicable)** Use a lock box system and/or gate code to show and access the Property. A lock
60 box or gate does not ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller**
61 agrees that the lock box or gate is for **Seller's** benefit and releases **Broker**, persons working through **Broker**,
62 and **Broker's** local Realtor Board / Association from all liability and responsibility in connection with any
63* damage or loss that occurs. Withhold verbal offers. Withhold all offers once **Seller** accepts a sales
64 contract for the Property.
- 65 (f) Act as a transaction broker unless a different relationship is or has been established in writing.
- 66 (g) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These
67 websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or
68 reviews and comments about a property may be displayed in conjunction with a property on some VOWs.
69 Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews
70 about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or
71 comments and reviews about this Property.
- 72* **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such
73 estimate) to be displayed in immediate conjunction with the listing of this Property.
- 74* **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or
75 display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

76 **7. Seller Obligations and Representations:** In consideration of **Broker's** obligations, **Seller** agrees to:

- 77 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to
78 **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
- 79 (b) Provide **Broker** accurate information about the Property of which **Seller** may be aware, including but not
80 limited to utility availability, presence of or access to water supply, sewer or septic system, problems with
81 drainage, grading or soil stability, environmental hazards, commercial or industrial nuisances (noise, odor,
82 smoke, etc.), utility or other easements, shared driveways, encroachments from or on adjacent property,
83 zoning, wetland, flood hazard, tenancies, cemetery/grave sites, abandoned well, underground storage
84 tanks, presence of protected species, or nests of protected species.
- 85 (c) Provide **Broker** access to the Property and make the Property available for **Broker** to show during reasonable
86 times.
- 87 (d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.
- 88 (e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature,
89 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's**
90 negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box or gate
91 code; (3) the existence of undisclosed material facts about the Property; or (4) a court or arbitration decision
92 that a broker who was not compensated in connection with a transaction is entitled to compensation from
93 **Broker**. This clause will survive **Broker's** performance and the transfer of title.
- 94 (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
- 95 (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not
96 readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such
97 material facts (local government building code violations, unobservable defects, etc.) other than the following:

98* _____
99 **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.

- 100 (h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign
101 reporting requirements, and other specialized advice.
- 102 (i) **Seller** represents that **Seller** is not aware of any notice of default recorded against the Property; any
103 delinquent amounts due under any loan secured by or other obligation affecting the Property; any bankruptcy,
104 foreclosure, insolvency, or similar proceeding affecting the Property; any litigation, arbitration, administrative
105 action, government investigation, or other action that affects or may affect **Seller's** ability to transfer the
106 Property; any current, pending, or proposed special assessments affecting the Property; any planned public
107 improvements which may result in special assessments; or any mechanics' liens or material supplier liens
108 against the Property.

Seller (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 5.

- 109 **8. Compensation:** Seller will compensate Broker as specified below for procuring a buyer who is ready, willing,
110 and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other
111 terms acceptable to Seller. Seller will pay Broker as follows (plus applicable sales tax):
- 112* (a) 6% of the total purchase price plus \$ _____ OR \$ _____, no
113 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's
114 fee being earned.
- 115* (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option
116 is exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this
117 subparagraph.
- 118* (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or
119 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a
120 contract granting an exclusive right to lease the Property.
- 121 (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by
122 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether
123 the buyer is secured by Seller, Broker, or any other person. (2) If Seller refuses or fails to sign an offer at the
124 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to
125* cancel an executed sales contract. (3) If, within 90 days after Termination Date ("Protection Period"),
126 Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom
127 Seller, Broker, or any real estate licensee communicated regarding the Property before Termination Date.
128 However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another
129 broker.
- 130* (e) **Retained Deposits:** As consideration for Broker's services, Broker is entitled to receive 25% (50% if
131 left blank) of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to
132 exceed the Paragraph 8(a) fee.
- 133 **9. Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission
134 Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage
135 agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The
136 broker's lien rights under the act cannot be waived before the commission is earned.
- 137 **10. Cooperation with and Compensation to Other Brokers: Notice to Seller:** The buyer's broker, even if
138 compensated by Seller or Broker, may represent the interests of the buyer. Broker's office policy is to cooperate
139 with all other brokers except when not in Seller's best interest and to offer compensation in the amount of
140* 3% of the purchase price or \$ _____ to a single agent for the buyer; 3% of the
141* purchase price or \$ _____ to a transaction broker for the buyer; and 1% of the purchase
142* price or \$ _____ to a broker who has no brokerage relationship with the buyer.
143* None of the above. (If this is checked, the Property cannot be placed in the MLS.)
- 144 **11. Conditional Termination:** At Seller's request, Broker may agree to conditionally terminate this Agreement. If
145 Broker agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct
146* expenses incurred in marketing the Property, and pay a cancellation fee of \$1,000.00 _____ plus
147 applicable sales tax. Broker may void the conditional termination, and Seller will pay the fee stated in Paragraph
148 8(a) less the cancellation fee if Seller transfers or contracts to transfer the Property or any interest in the Property
149 during the time period from the date of conditional termination to Termination Date and Protection Period, if
150 applicable.
- 151 **12. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other
152 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be
153 settled by first attempting mediation under the rules of the American Mediation Association or other mediator
154 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover
155 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:
156* **Arbitration:** By initialing in the space provided, Seller (____) (____), Sales Associate (____), and Broker (____)
157 agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which
158 the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator
159 agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this
160 Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will
161 equally split the arbitrator's fees and administrative fees of arbitration.
- 162 **13. Miscellaneous:** This Agreement is binding on Seller's and Broker's heirs, personal representatives,
163 administrators, successors, and assigns. Broker may assign this Agreement to another listing office. This
164 Agreement is the entire agreement between Seller and Broker. No prior or present agreements or representations

Seller (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 5.

165 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and
166 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.
167 The term "buyer" as used in this Agreement includes buyers, tenants, exchangers, optionees, and other categories
168 of potential or actual transferees.

169* **14. Additional Terms:** 1. Line 25 - List price to be determined. _____

170 2. Broker fee shall be reduced to 5% if sold in house with no co-broke or referral fee to be paid. _____

171 _____
172 3. The Property will be subject to restrictions, recorded in the official records of _____

173 Nassau County, Florida, limiting the use of the Property as follows: _____

174 4. Single-family residence only; _____

175 5. Minimum fifty-foot (50') wide lot size; _____

176 6. Compliance with all other restrictions, regulations and standards set forth in the City _____
177 of Fernandina land development code for residentially zoned properties. _____

178 _____

179 _____

180 _____

181 _____

182 _____

183* **Seller's Signature:** _____ Date: _____

184* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

185* Address: _____

186* Email Address: _____

187* **Seller's Signature:** _____ Date: _____

188* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

189* Address: _____

190* Email Address: _____

191* **Authorized Sales Associate or Broker:** _____ Date: _____

192* Brokerage Firm Name: _____ Amelia Coastal Realty, LLC Telephone: _____ 904-556-9140

193* Address: _____ 608 South 8th Steet Fernandina Beach FL 32035

194* Copy returned to **Seller** on _____ by email facsimile mail personal delivery.

Seller (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 5.

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VLLA-3 Rev 6/17

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 Form
Simplicity

***OHPA Request for Documents from the Port Operator (Sep. 18, 2023)**

Time Period

June 2022 through August 2023

Information and Documents Requested

1. All records of actual loading tonnage;
2. All Manifests produced by the Port Operator and submitted to the U.S. Customs & Border Patrol;
3. All “Warehouse Mate’s Receipts”, including all amended and/or corrected Mate’s receipts;
4. All Agent Reports;
5. All “Stowage and Discharge Plans” (or similarly named plans and reports) for each vessel;
6. All Bunkering and/or Gate Logs, and;
7. All invoices, work orders, receipts related to the OHPA tug boat.

Documents submitted to OHPA by the Port Operator: (in response to the request above)

1. 2023 Vessels
2. Fort Clinch Invoices/Pos/Receipts
3. Stowage Discharge plans
4. Truck logs
5. Warehouse Mate’s receipts



AOM Report

**ADMINISTRATIVE OFFICE MANAGER
REPORT
January 2024**

Hours worked January 2024 – 170.75

- Attended January 24th meeting. Minutes composed.
- Prepped for meeting (agenda, packets, equipment set-up)
- Processed Accounts Payable/Receivables
- Assisted Mary Babiarz (Savage Financial Coordinator, FDOT reimbursements)
- Collaborated with Joanne to start OHPA grant policies/process (FDOT request)
- Corresponded with Joanne (QB entries/transactions, bank reconciliation, audit)
- Corresponded with Commissioners (OHPA, requests)
- Corresponded with brokers (request for draft listing agreement)
- Accompanied Ch. Hill to the FPC Legislative meeting (Tallahassee)
- Assisted with E911 address (Deputy Fire Chief Higginbotham, meeting)
- Teams meeting with Granicus (meeting equipment)
- Assisted auditors (nick Rubio, documents requests)
- Toured the Port and CBP Customs House with Com. Nelson
- Assisted with FPC Data Collection
- FDOT meeting with Kyle Coffman
- IT support (Dynadot domain)
- FDOT documents (Master Plan completion)
- Responded to PRR (documents provided, searched files at the office)
- Invoices paid and entered into QuickBooks
- Payroll entered into QuickBooks
- Check payments processed
- Bank transactions (transfers, A/R, A/P online)
- Responded to all emails, voicemails, and corresponding documents/letters, Commissioners' and Port Accountant/Attorney requests
- Website updates, meeting videos edited
- Electronic and hard-copy file organizing
- Cleaned office space (Ste 103)
- Documents inventory
- New Year and MLK holidays