

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



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

**AGENDA
July 10, 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**
 - June 12, 2024 Monthly meeting
 - June 26, 2024 Board meeting
 - b. Port Attorney Report**
 - c. Port Accountant Report**
 - Financial report – June 2024
 - ARPA reimbursement update
 - Budget FY 2024-25 (draft, version 2)

d. Port of Fernandina Report (Operator)

- Tonnage report – June 2024
- Port issues/repairs (update)
- Capital Improvements (list update)
- Request for consideration and vote (OHPA meetings)

8. Old Business

- a. OHPA Property sale (Listing agreement)
- b. OHPA document request to the Port Operator (update)
- c. MARAD (review revised purchase agreement, revenue-sharing proposal)
- d. Resiliency Plan (update)
- e. Nassau Tradeplex signage (Action item, quote for maintenance)

9. New Business

None

10. Commissioners Reports and Comments

a. New development reports

b. Committee reports

- Port Security – Nelson
- Port Facilities – Nelson
- FDOT – 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

June 12, 2024

The Ocean Highway and Port Authority, Nassau County, held its monthly meeting on Wednesday, June 12, 2024 at the Peck Center, Willie Mae Ashley Auditorium, 516 S 10th Street, Fernandina Beach, FL 32034.

1. Public meeting (Call to Order) - Chair

Chair Hill called the public meeting to order at 6:00 PM.

2. Invocation

Prior to the invocation, Commissioner Fullwood requested to remember Margie Gandy, former OHPA Commissioner, who recently passed. The invocation was given by Commissioner Cole.

3. Pledge of Allegiance

The pledge 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. All Commissioners were present. Also in attendance were Patrick Krechowski, Port Attorney; Pierre LaPorte, Port Accountant; and Virginie Hacala, representing the Port Operator.

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

Chair Hill acknowledged the meeting attendees including: Joanne Fullwood, Sherri Mitchell (NCEDB), Davis Bean, City Commissioner Chip Ross, Jimmy Dubberly (District 2 candidate), and the press.

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

➤ Chip Ross – FB resident

Mr. Ross represented himself as a citizen and not the City. First, he explained the yard waste on the corner of Calhoun and N 2nd Street is a City right of way. The City encourages the neighbors to pile their yard debris on that area and is removed once a week. This has been done for many years. He was confused why OHPA was involved. Second, he questioned why there was zero dollars allocated for the PILOT payment line item on the budget. He implied that it sends a clear message to the citizens of Fernandina Beach and perhaps mediation was a waste of time.

7. Presentation:

a. Sherri Mitchell (Executive Director, Nassau County Economic Development Board-NCEDB)

Ms. Mitchell thanked the Board for their continued support. She provided updates on the business development in Nassau County especially around Crawford Diamond.

The County overview included demographics and workforce statistics. She explained the four key economic drivers; Business Retention & Expansion (BRE), Business Recruitment & Marketing (BRM), Public Relations & Communication (PRC), and Sustainable Revenue Source (SRS). The BRE program have reached 37 business, conducted 72 business surveys, and visited 30 businesses. The BRE partners are Economic Development, Career Source, Small Business Development Center (SBDC), Tourist Development Council, Nassau County Chamber, County Planning, and Florida State College at Jacksonville (FSCJ).

The economic initiatives are business retention, education, community involvement, and marketable sites.

The Crawford Diamond Industrial Park is 1,800 acres with 1,300 acres of FPL solar farm; 400 marketable acres for heavy industrial; dual rail (CS and Norfolk Southern); access to I-95 and I-10; and access to four ports (Fernandina, Jacksonville, Brunswick, and Savannah). In addition, the Crawford Road site is shovel-ready with 100-megawatt support for peak electric demand, usually suited of advanced manufacturing, aerospace, and defense projects or industries.

The active projects are Wildlight Commerce Park; the town of Callahan water plant; HCA Florida-Memorial Hospital; Baptist Crossing Medical campus; and the FPL Thomas Creek Solar project.

Ms. Mitchell welcomes any suggestions for prospective business sites. She suggested communicating and advocating, specifically about the Port, with focused groups and collaborating with different networks and resources in the area.

Commissioner Fullwood suggested OHPA consider warehousing or leasing buildings away from the Port and more towards other parts of the County. Ms. Mitchell concurred. Commissioner Cole reminded Ms. Mitchell about OHPA's bonding capabilities, and she is well aware.

Chair Hill thanked Ms. Mitchell and asked to have the NCEDB provide updates on a regular basis.

8. Regular Business:

a. Approval of Minutes

- **May 8, 2024 Monthly meeting**
- **May 22, 2024 Board meeting**

Vice Chair Taylor motioned to approve both minutes together. Commissioner Cole second the motion.

There were no amendments or 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 reminded the Board about the scheduled mediation on July 2nd at the City Hall starts at 10 AM.

Chair Hill inquired if OHPA needs to amend the budget in response to Mr. Ross' public comments. Mr. Krechowski replied to the contrary, not at this time.

Pertaining to the Tax Collector matter, Mr. Krechowski distributed an email to the Board and is still waiting for an official response from the Tax Collector. OHPA is not in danger of any liens. There were still no updates from the Florida Supreme court.

Commissioner Fullwood offered a response to Mr. Ross' public comments regarding the PILOT matter on the draft budget. OHPA tried to negotiate with the City numerous times and still, the City is steadfast in their stance on the matter. Chair Hill recommended that this Board needs to start making statements and decisions that solve problems instead of creating problems.

c. Port Accountant Report

- **Financial report – May 2024**

Mr. LaPorte submitted a written financial report included in the meeting packet. There were no unusual financial activities to report.

Chair Hill ensured that the Zyscovich invoice followed the grant parameters. Mrs. Hebron confirmed.

There were no other questions from the Board regarding the financial reports.

- **ARPA reimbursement update**

Mr. LaPorte explained the next and last reimbursement will be September. It will be reflected in this fiscal year's financials.

- **Budget FY 2024-25 (draft)**

Mr. LaPorte submitted the first draft of the FY 2024-25 budget included in the meeting packet. The Consumer Price Index (CPI) was set at 3.25% for the quarterly fee. A \$1,500 revenue is expected from Zions Bank for the Annual Bond Issuer fee for 2024. There will be a separate yellow audit in the coming fiscal year and is reflected as such on the draft budget. The expenses are predominantly the same as the last. The Port Attorney fee is set at \$5K per month. Mr. LaPorte is still waiting for the estimates on the insurance (FMIT). As the budget stands now, there is a deficit of more than \$18K.

The biggest consideration is how much OHPA will spend on legal fees next fiscal year. Mr. Krechowski reminded Mrs. Hebron and Mr. LaPorte the Port Operator agreed to pay for the fees associated with the Property Appraiser case. The paid invoices will be forwarded to the Port Operator for reimbursement. Mr. LaPorte explained a separate line item on the budget for the reimbursements is not needed. It is denoted under the "Miscellaneous Income" line item on the revenue section.

Mr. LaPorte explained the decrease in payroll taxes reflects the vacant Port Director position. Also, any time there is more than \$750K of grant funds, it requires an additional audit procedure from the Florida Audit General. Commissioner Fullwood questioned if OHPA should pay for the additional audit. Mr. LaPorte reported that OHPA have been paying for said fee and that it is directly related to the grants. Chair Hill questioned OHPA's next step to request for reimbursement from the Operator. Mr. Krechowski will research the Operating agreement. Chair Hill suggested the Operator should include any considerations to their cost analysis when applying for a grant.

In consideration of the Operating agreement (circa 2018), Chair Hill recalled the former Chair at the time asked for a termination for cause within the agreement. The response from Mr. Ragucci was that could be accomplished by OHPA taking Worldwide Terminals to court. She reminded Commissioner Fullwood that he was on the Board at that time when he prompted the other Commissioners to "get on board" to vote for the agreement. Commissioner Fullwood replied it had to be approved otherwise the Port would not have an Operator.

The final budget needs to be approved by September 30, 2024, before the new fiscal year starts. A workshop was scheduled for July 24th to discuss the budget.

Mrs. Hebron informed the Board that she recently brought her OHPA laptop for service at Tech Amelia. She was advised that the internal drive is almost to capacity. The options are to replace the drive with a bigger one or purchase a new computer. The current laptop was purchased back

in 2018. She also requested allocating funds for IT support. Chair Hill directed Mrs. Hebron to prepare a proposal for Board consideration.

d. Port Operator Report (Port of Fernandina)

The Port Operator submitted a written May 2024 tonnage report included in the meeting packet. Virginie Hacal, Commercial Manager/Savage, represented the Port Operator tonight.

- **Tonnage report – May 2024**

Ms. Hacala introduced herself to the Board. She reported a record month in May with 7 vessel port calls, great volume of woodpulp (25K), and two ships coming in July. She noted most of the woodpulp were imports.

She highlighted the new customer, Crimson Clover, and officially receive cargo recently. This will lead to other opportunities.

- **Growth Strategy summary**

No report.

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

- **Capital Improvements (list update)**

The two above items were combined in the report submitted. The report, however, was submitted after the deadline, and a copy was not included in the meeting packet.

The report read as follows:

Tug boat: Nothing to report

Security: No security concerns.

Liebherr crane # 9: Back in service, will work next week.

Liebherr crane # 10: Running well, currently working a vessel.

Liebherr MHC: Running well, going to do some engine work next week.

OHPA Trucks #'s 219, 220, 221, 222, 223, and 224: All OHPA trucks are running, in service, typical maintenance.

Warehouse # 3 roof panels: No change in roof, need funding for warehouse rehabilitation. Wear on concrete at load dock, this should be added to the scope of that project.

Rail Dock Canopy: Roof complete. Adding gutters late July.

Commissioner Nelson explained the aforementioned report is covered under the Committee-Port Facility report. He added it takes multiple email requests to the Port Operator ahead of the meeting date for reports and other matter. He just received the report this morning. He asked that the Operator reply or provide items in a timely manner.

9. Old Business

a. Allied contract (Action item)

Allied Universal submitted an amendment (#2) that reflected the wage increases and was included in the meeting packet. Mr. Krechowski reported the Operator reviewed the amendments and had no issue.

Commissioner Nelson confirmed the golf cart is removed from consideration. He believed the amendment was accepted by all parties involved, and the Board should move forward with Allied.

Mrs. Hebron reminded the Board regarding the inquiry from Weiser Security. Mr. Krechowski suggested if the Board wishes to continue considering other unsolicited proposals, then it will require posting a request for proposals (RFB). The current security contract is on auto-renewal. The Board needs to consider the amendment.

Mr. Krechowski will review and edit the amendment and also coordinate with Allied. He will report at the next meeting.

b. **OHPA Property sale** (suggestions, Phil Griffin)

Mr. Griffin submitted a list of suggestions for leasing via email and is included in the meeting packet.

Commissioner Fullwood did not particularly like the suggestions. He believed it will be difficult to lease a building.

From past actions, Chair Hill explained OHPA did not disclose the purpose of the acquisition of the land or its intended strategies or policies in regards to the use of public funds and lands. The current OHPA property sale is reminiscent of the past actions of the Board. She encouraged the Board to exercise transparency, discipline, accountability, informed decision-making, and legal/regulatory compliance. OHPA is subject to legal requirements and regulations of any use of proceeds from assets sales. Failure to disclose the use of proceeds could constitute a violation of the requirements and expose OHPA to more legal and reputational risks. She explained that transparency fosters public trusts and confidence in government. The use of the funds from the sale of a public asset should serve public interests and should align with OHPA's mission and objectives. It also allows the stakeholders and constituents to assess whether the proposed use of funds is consistent with public interest and community needs. Commissioner Cole agreed; however, he contends that plans to use the funds from the sale of the property will come after the funds are received. Commissioner Fullwood admitted he did not understand Chair Hill's explanation. He explained through an OHPA resolution, it can designate the property for just a single-family home. Once the funds are received, part of it can be used to improve the Customs House for OHPA office and the rest can be invested in an account. By resolution, the Board can dictate what the funds may be used for. He plans to present two resolutions to the Board at the next meeting.

Vice Chair Taylor questioned the need for a resolution with deed restrictions when it is included in the listing agreement. Mr. Krechowski explained the property in question is zoned as R2 (multiple units). It will be re-zoned as just one unit (single-family) through a resolution (deed restriction). Additionally, the second resolution will include a plan for use of funds from the sale of the property. He also recommended the Board be concise and limited with the deed restrictions and allow the City code dictate the rest to mitigate future liabilities. OHPA lacks the personnel required to manage the property. Vice Chair Taylor repeated his request for a business plan for the proceeds. He cautioned the Board of making short-sighted decisions. Chair Hill added that Commissioner Fullwood had been on the Board for 16 years and nothing was done with the properties all those years. She defended the idea that selling land for on-going maintenance and operational expenses is non-sustainable. Instead, she encouraged the Board to explore any other revenue resources before resorting to selling land. Commissioner Cole interjected that the Board has spoken by a majority vote to sell the property. Chair Hill declared that it is her job and the other Commissioners', as elected officials, to defend the public assets and advocate for transparency and accountability. Voting without clear directions on the use of funds in this case is irresponsible. Commissioner Fullwood replied the Board will soon discover the purpose next month.

Chair Hill requested Mr. Krechowski to review section 2.3 of the Operating agreement for clarification of the obligation of the Operator to maintain an existing structure (i.e. Customs House) at the Port. Historically, OHPA has no funds available to participate in the maintenance; therefore, it relies on the Port Operator to fulfill that task including maintaining the Customs House. That structure serves the Port, and the costs are inherent of doing business. The Operator should factor in that cost with the overall profitability equation at the Port. She looks forward to reviewing Commissioner Fullwood's proposal at the next meeting.

c. **OHPA document request to the Port Operator** (update)

Mr. Krechowski reported reviewing the documents received thus far is on-going. He confirmed there are documents related to the tugboat services, but he still needs to examine

thoroughly. He also reported not receiving any regular reporting (monthly or quarterly) from the Operator. The documents he is currently reviewing were received in the fall.

Commissioner Nelson voiced his frustration about the Operator's non-responsiveness to OHPA's requests citing the hindering of access to the tugboat, for example. OHPA needs to provide information requested by McCallister, interested buyer of the tugboat. However, the Operator seems to prevent that from transpiring.

The Chair supports Commissioner Nelson's views and taking items off the agenda. She just wanted to ensure that OHPA receives the same documents the bond holders do.

d. **MARAD** (options)

MARAD provided next steps for the termination of the grant via email and was included in the meeting packet.

Mr. Krechowski reiterated OHPA intends to terminate the grant and reimburse MARAD. He will provide a written draft notice of the termination and the reasons therefore.

Simultaneously, he will also begin to draft an agreement with the Operator of the transfer of the tugboat. The Board will review the drafts at the next meeting.

Commissioner Nelson stated he needs to present an invoice from the shipyard for the maintenance completed recently on the tugboat. Then McCallister will provide a quote.

The Chair called for a brief recess.

The meeting was reconvened by the Chair at 8:05 PM.

e. **Resiliency Plan** (update)

Mrs. Hebron reported receiving a Word version of the Resiliency Plan at the request of the Port Operator. He used portions of the Plan for the narratives required in the SeaCIP applications.

f. **EPA Clean Ports** Grant (update)

Mrs. Hebron reported the application was submitted on time as confirmed by the Port Operator.

g. **Nassau Tradeplex signage** (update)

The RecNation sign is still up on the Tradeplex sign. Commissioner Cole offered to check and remove the sign. He also recommended the need to maintain the landscape surrounding the sign. He will provide a quote. Chair Hill stated the sign is more a liability. OHPA needs to develop a plan to deed the signage to one of the tenants at the Tradeplex. The Chair instructed to take this item off the agenda because there will be no future Board action on the matter.

h. **Yard waste (Warehouse #2)**, update)

It was reported that the public was depositing their yard debris adjacent to warehouse #2. OHPA and the Port Operator do not want the yard waste on OHPA property. Chair Hill offered to communicate that to the residents.

10. New business

a. **USCG Certificate of Documentation (invoice)**

This is the means which the Fort Clinch tugboat is registered. Chair Hill directed Ms. Hacala to notify the Operator to pay the invoice to maintain the certification with the utmost urgency.

b. **North Florida Clean Fuels Board meeting (September 3rd)**

OHPA needs representation since the Operator recently applied for the EPA Clean Ports grant. Commissioner Fullwood volunteered to attend the meeting.

c. Construction lien (fabric warehouse, Coast to Coast invoice)

Mrs. Hebron reported per Coast to Coast, as of May 29th the subcontractor has not been paid yet. She repeatedly asked for a copy of the invoice for the completed work to no avail. This project is tied to the grant G1W55.

The Chair asked for confirmation from the Operator that payment is not withheld. Ms. Hacala will notify the Operator.

d. FPC Annual meeting (Pensacola, August 27-29)

The June 19th FPC meeting was cancelled because of Juneteenth federal holiday. Commissioner Fullwood volunteered to attend and represent OHPA. The Chair asked Mrs. Hebron to attend as well. Mrs. Hebron will check her schedule.

e. Wharfage and tonnage fees (update, LaPorte)

Mr. LaPorte distributed a copy of the wharfage and tonnage fees (circa February 2016) to the Board. It was the tonnage report for Feb 2016 for creation of income entries as per the past Port Operating agreement. The ship and amount detail at the top was delivered by the former Operator to the OHPA on a quarterly basis. At the last meeting, the Chair requested to view the reports the Operator used to provide to OHPA when the contract included Dockage, Wharfage and Tonnage fees.

Mr. LaPorte explained the revenue-share will begin on year seven (the upcoming year), \$150 per ton per month fee. A portion will be placed in OHPA's Operating account, and the other portion in the Maintenance account. The auditors will audit the Operator's records to confirm all the reports submitted to OHPA are accurate.

Chair Hill confirmed by citing sections 6.4 and 6.5 of the Operating agreement that year seven will start this October, new fiscal year. Mr. LaPorte concurred.

Mrs. Hebron inquired if the vessel schedule reports updated and submitted by the Operator on a regular basis will suffice for the reports needed to invoice for the wharfage and tonnage fees. Commissioner Nelson explained the reports consist of inbound and outbound vessels at the Port and usually includes tonnage. He added to confirm the information from the Operator's actual tonnage billings. Ms. Hacala confirmed the information from the vessel schedule reports are precise or a good indicator. Mr. LaPorte suggested OHPA will collaborate with the Operator's accounting department when invoicing begins.

There were no other questions or discussions.

f. SeaCIP application

Mrs. Hebron asked for Board approval to submit the applications through SeaCIP. Prior to the meeting, she distributed to the full Board a copy of the spreadsheet that reflected all the projects the Operator intended to apply for funding.

She added the US CBP facility engineering and construction will be added to the list as project #10. She is waiting for the narratives from the Operator to enter into SeaCIP. She also confirmed distributing the final deliverable (planning charrette) from Zyscovich, received that morning. To date, the Operator is still waiting for a reply from the FPC to decide whether to apply for both the floor plans and construction of the facility. Mrs. Hebron reminded the deadline to submit is June 17th.

Commissioner Fullwood motioned to submit the applications for grants through SeaCIP. Vice Chair Taylor second the motion.

Discussion: Chair Hill was unable to view the spreadsheet from her computer and was hesitant to approve the applications sight unseen. Ms. Hacala shared her computer for the Chair to review to mitigate delaying the application process.

Mr. LaPorte explained the application process is merely a request for funds and does not guarantee awards of grants. If awarded, the Board will then review and approve each grant agreement. It is a competitive field among the other ports in Florida.

Chair Hill relented she wanted to confirm if any public outreach was mentioned in the applications and that transparency was followed. Therefore, based on her cursory review, she did not find any issues with the applications.

Commissioner Nelson added the applications reflect all the much-needed projects at the Port including the US CBP facility project.

The Board voted unanimously in favor of the motion.

g. US CBP Lease Amendment (Action item)

The US CBP submitted an amendment to the original lease agreement extending to another year and to be reviewed on an annual basis. A copy was attached to the meeting packet.

Commissioner Fullwood motioned to approve the amendment to the lease agreement. Commissioner Cole second the motion.

Discussion: By cursory review, Mr. Krechowski did not find any issues. Commissioner Fullwood explained the lease expired in April; however, the CBP allowed for an extension providing OHPA showed efforts in improving the existing facility ((Customs House) at the Port. He added this particular amendment is separate from the new facility. That lease will be reviewed next April with another amendment. Chair Hill explained OHPA is requesting grant funds for a new facility and wished to ensure that was understood in the current amendment which it does not. She asked Mr. Krechowski to clarify that detail to the US CBP. Mr. LaPorte added the grant application for said project is merely a request for funds. Commissioner Fullwood will confirm the dollar amount with the Operator.

The Board voted unanimously in favor of the motion.

11. Commissioners Reports and Comments

a. New development reports

No report.

b. Committee reports

- **Port Security – Nelson**

TSA has been at the Port to check the Port entrance security procedure. The security crew (shifts A and B) passed inspection.

- **Port Facilities – Nelson**

Discussed under Port Operator report.

- **FDOT – Nelson**

Commissioner Fullwood was supposed to attend in Commissioner Nelson's stead but did not. Chair Hill attended. Most of the discussion pertained to the Resiliency Plan that culminated into the applications submitted through SeaCIP.

- **Customs House – Fullwood**

Per the Zyscovich report, the project cost for the US CBP facility is \$2.6M with contingencies. They also presented a separate project cost for renovating the Customs House, \$717K.

- **Army Corp of Engineers – Fullwood**
ACOE are still working on the dredging project.
- **Economic Development – Cole**
The Hurricane Preparedness training was well represented by OHPA (Cole, Nelson, Fullwood, and Mrs. Hebron) and Ms. Hacala (Savage).
- **Emergency Management – Cole**
Commissioner Cole confirmed if any emergencies, he notifies the Port.
- **Transportation Planning Organization (TPO) – Hill**
The meeting is tomorrow. Chair Hill plans to bring Lorelei Jacobs to the meeting. She encouraged attendance and participation from the whole Nassau County.
- **Technical Advisory Committee (TAC) – Taylor**
Vice Chair Taylor highlighted a pilot program in Neptune Beach for mapping the area.
- **Nassau Chamber of Commerce – Taylor**
Upcoming event is the Business After Hours.
- **City of Fernandina Beach – Taylor**
No report.
- **Keep Nassau Beautiful – Taylor**
No report.
- **Community Outreach – Fullwood**
No report.

12. Administrative Office Manager Report

Mrs. Hebron submitted a written report included in the meeting packet. She provided reminders of OHPA matters to the Board including: Escambia incident (downed cable), City permit for the fabric warehouse, FPC meeting on June 19th cancelled, Zions Bank Annual Issuer fee invoice, FDOT Single Audit/Exemption submitted, remittance for March to May 2024 Admin & Bunkering still not received, ADA website guidelines, and FDEP State Lands lease.

13. Other items to be brought by Commissioners

None

14. Adjournment

With no other items brought before the Board, the meeting was adjourned by Chair Hill at approximately 9:00 PM.

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

Board Meeting Minutes

June 26, 2024

The Ocean Highway and Port Authority, Nassau County, held its Board meeting on Wednesday, June 26, 2024 at the Peck Center, Willie Mae Ashley Auditorium, 516 S 10th Street, Fernandina Beach, FL 32034.

1. Public meeting (Call to Order) - Chair

Chair Hill called the public meeting to order at 6:00 PM.

2. Invocation

The invocation was given by Commissioner Nelson.

3. Pledge of Allegiance

The pledge 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. All Commissioners were present. Also in attendance were Patrick Krechowski, Port Attorney; Pierre LaPorte, Port Accountant; and Greg Haehl, Port Operator.

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

Chair Hill acknowledged the meeting attendees including: Michele and Macey Ayscue, Chris Bailey (Port team member), Joanne Fullwood, Davis Bean, Scott Moore (District 2 candidate), and Sherri Mitchell (NCEDB).

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

- Sherri Mitchell (NCEDB) – Ms. Mitchell requested to be called only when necessary.

7. Old Business:

a. Allied contract (Action item)

- Amended version

The revised amendment #2 was included in the meeting packet. Chair Hill asked for a motion, and there was none.

Discussion: It was specified on the amendment that paid vacation is the responsibility of the client (OHPA) not Allied. Paid vacation will be awarded to those individuals with two or more years of service at the Port. Commissioner Nelson advocated for the security crew's paid vacation. He added that security is necessary for the Port operations. Both Commissioners Fullwood and Cole did not have issues with the paid vacation portion. Mr. Haehl confirmed the Operator agreed to all stipulations in the amendment/agreement.

Commissioner Fullwood motioned to approve the amendment #2 to the original contract. Commissioner Cole second the motion.

The Board voted unanimously in favor of the motion.

b. OHPA Property sale

- Business plan and resolution (Fullwood)

Commissioner Fullwood presented the Board with two resolutions (2024-R07 and R08) that were included in the meeting packet. Mr. Krechowski summarized each resolution for the Board. Commissioner Fullwood asked Ms. Mitchell to present some potential projects that OHPA can consider. Ms. Mitchell explained there is a potential manufacturer interested in relocating to the west side of Nassau County. They require a turnkey facility. She requested conversation with the Board to discuss business development. Commissioner Fullwood urged that OHPA expand into the County and explore the possibility of developing a property to lease for OHPA revenue. OHPA would be eligible for local Economic Development grant and statewide initiative grants. Mr. LaPorte explained that OHPA does not have the ability to secure a \$3-5M loan, but with a side lease (20-year), it may be possible providing the company has a strong business background. Chair Hill stated that these are the types of ideas or initiatives that the Board should pursue.

Chair Hill explained that the resolutions do not prevent the proceeds from being spent on anything. They do not address the deed restrictions. Therefore, the resolutions do not meet what was promised. Mr. Krechowski replied that he was not clear of what was promised. He suggested to keep the resolutions simple/clear. He will apply revisions if directed to do so.

Resolution 2024-R07 limits the property to a single-family residence(s) and will be conditioned upon covenants and restrictions, recorded in the public records of Nassau County and regulated by the City of Fernandina Beach and all applicable codes as stated in the resolution.

Commissioner Fullwood motioned to approve resolution 2024-R07. Commissioner Cole second the motion.

Discussion: Mr. Krechowski explained the resolution reduces the density on the lot. Since the lot is zoned R2, the resolution provides restriction to allow single-family units only. Chair Hill questioned whether there should be a provision when OHPA decides to sell the property. Both Commissioners Fullwood and Cole stated the Board voted to sell the property. Commissioner Cole suggested to add other deed restrictions when the property sells. Chair Hill stated with the zone restriction, it may impact the market value of the property. Commissioner Fullwood asked to end the delays and forced a vote on the motion.

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

Commissioner Fullwood moved for the adoption of resolution 2024-R08. Commissioner Cole second the motion.

Discussion: Vice Chair Taylor stated the resolution lacks the business plan needed to make a decision. The sale of the property prompts a precedence to spend until the funds are exhausted and then sell another property. While he agreed to seek other opportunities County-wide, he encouraged the Board to think more long-term sustainability to establish success for OHPA. Chair Hill asked who pays for the Customs House expenses if assets are not available. Mr. LaPorte explained as long as the Customs House is associated with the Port Operations, the Operator is responsible for the maintenance and upkeep of the facility. Mr. Haehl also admitted once the CBP moves out of the Customs House, the facility will not serve a purpose for Port operations. Mr. Krechowski explained resolution 2024-R08 restricts the proceeds from either going toward rehabilitation of the Customs House or into a reserve fund. Chair Hill was concerned per the Operating agreement, OHPA is required to provide funding for the Port maintenance if funds are available. Mr. LaPorte clarified only if funds are available in the Maintenance account for capital improvements that is funded by the Operator, \$5K monthly. Mr. Krechowski concurred.

Furthermore, he acknowledged that pursuing an idea as mentioned, a bond issuance, will incur fees (legal, bond consultant) and require some type of funding. There has to be some funds available to pursue. Additionally, the resolution does not prohibit the Board or future Board from spending the funds for anything, providing the Board votes. Mrs. Hebron clarified that she does not require a larger office space (Customs House), and the idea to sell an OHPA property is not a good idea for that purpose. She is concerned it will lead to inconsistent spending until the Board is forced to sell another asset. Commissioner Nelson declared he is confident the Board will make sound and conservative decisions as publicly elected officials. He supports selling only one OHPA property. He urged to move forward with the vote.

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

c. MARAD (update)

A purchasing and sale agreement for the Fort Clinch tugboat was submitted by the Port Operator and included in the meeting packet. Mr. Krechowski has not had an opportunity to review in detail. It was not offered as an action item but only for Board discussion. A termination letter to MARAD was drafted but not included in the meeting packet. It was pending the Chair's signature. It notified MARAD of its intent to terminate the grant pursuant to MARAD directions. MARAD will respond with additional procedures.

Commissioner Nelson vented his disapproval for the purchase and sale agreement citing the Board decided to be transparent about its actions related to the tugboat. He complained about the Operator's delayed response to his requests pertaining to provide information to McCallister, another prospective buyer of the tugboat. He encouraged the Board to give McCallister a fair opportunity to bid for the tugboat.

Vice Chair Taylor inquired how much the grant was and how much the Operator has invested in the tugboat. Mr. Haehl provided the information. Commissioner Nelson inquired how much revenue the tugboat has generated from September 2023 to the present. Mr. Krechowski explained he is still reviewing the documents submitted by the Operator and cannot provide a definitive answer. He added the Operator does not have the first right of refusal, only the first to use all Port assets per the Operating agreement. OHPA has not received any revenue for the tugboat and requested it so. Mr. Haehl acknowledged the Operator is open for discussion. Commissioner Nelson will clarify with McCallister the aforementioned request for revenue-share and that the tugboat remains in Fernandina.

Chair Hill requested a revised purchase and sale agreement and a proposal for revenue-sharing at the next meeting for Board consideration.

d. Budget FY 2024-25 (version 2)

- Reimbursement for separate audit fee

There was no version 2 submitted. The above topic will be applied to the budget for the next budget workshop (July 24th). Mrs. Hebron is still researching options for the IT support and laptop request.

e. OHPA document request to the Port Operator

Discussed under 7c. MARAD. In addition, the Chair requested a packet for the next meeting that contains the tugboat revenue report to validate the revenue-share concept. She would like to have a sense of what is still outstanding from the documents request.

f. Resiliency Plan

No report except the Plan was used in part for the SeaCIP grants. The Chair directed that this item be struck from the agenda moving forward.

8. New Business

- a. Fernandina Harbor (realigned, Army Corps of Engineers, Action item)

OHPA received an inquiry from the ACOE if the Board wishes to proceed with the standard dredging schedule. Commissioner Fullwood spoke with Beau Corbett, ACOE, and confirmed that OHPA wishes to remain on the president's budget for consideration relating to the dredging of the turning basin that is encroaching to the Port. Mr. Corbett confirmed.

9. Administrative Office Manager (updates)

Mrs. Hebron presented a list of reminders and updates to the Board, including in part; new 5-year Capital Improvement Plan (Operator), receipt of funds (March to May 2024 Admin & Bunkering fees, 2024 Annual Issuer fee), paid renewal of 2024 USCG Certificate of Documentation, FDOT quarterly in-person reporting, Nassau Tradeplex signage, yard waste issue (warehouse #2), and head count for lunch (Mediation OHPA-COFB, PILOT matter). She also reminded the Board to use their respective portoffernandina.org email address relating to all OHPA business.

10. Other items to be brought by Commissioners

Mr. Krechowski reminded the Board about Tuesday's mediation at City Hall, 10 AM.

Commissioner Nelson asked for updates on the status of the crane. The two container cranes are down, and issues with the mobile harbor. Mr. Haehl provided updates on the electrical issues.

11. Adjournment

With no other items brought before the Board, the meeting was adjourned by Chair Hill at approximately 7:30 PM.

Date



Port Attorney Report

TO: OCEAN HIGHWAY AND PORT AUTHORITY

FROM: PATRICK W. KRECHOWSKI, PORT ATTORNEY

RE: ATTORNEY'S REPORT

DATE: July 8, 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.
- Nassau County Tax Collector has issued tax certificates for certain OHPA parcels. Port Attorney has filed responsive pleadings in the case.
- OHPA'S Motion for Injunction and Motion for Leave to Amend scheduled for hearing on August 22 at 2:30pm.
- Nassau County has provided notice of denial of tax exempt status for 2024.

Active litigation is subject to attorney-client confidentiality privilege.

COFB v. OHPA

- Case remains pending.
- Court Ordered mediation conducted July 2nd at City Hall.
- Draft settlement agreement being reviewed and edited.

Active litigation is subject to attorney-client confidentiality privilege.

Miscellaneous

- Disposition of Fort Clinch/Termination of MARAD Grant – draft Purchase & Sale Agreement has been returned to Port Operator with comments.
- Real Estate Broker RFQ and selection – possible deed restrictions associated with property disposition.
 - Property is current zoned R-2, which provides for single & multi-family structures;
 - Deed restrictions for consideration & discussion:
 - Acceptance & notice of “moving to nuisance” – active port and industrial activities on immediately adjacent properties;
 - 40' or 50' wide lot minimum;
 - Detached single-family structures only;
 - Structure fronting/facing N 3rd Street;
 - Increased vegetated natural buffer along Dade Street;
 - Increased vegetated natural buffer along N 3rd Street.



Port Accountant Report

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Monthly Financial Report - June 2024

	June	YTD ACTUAL	BUDGET 2023-2024
Revenues			
Quarterly Fee	0.00	229,839.36	308,897.68
Misc Income	0.00	17,377.41	2,000.00
ARPA Reimbursement	0.00	232,757.92	150,000.00
Port Revenue - Harbor Admin	3,543.75	11,187.50	14,500.00
Port Revenue- Bunkering	1,725.00	5,612.50	7,500.00
TOTAL REVENUES	5,268.75	496,774.69	482,897.68
EXPENSES			
COMMISSION DIRECT			
Salaries - Commissioners	10,000.00	90,000.00	120,000.00
Payroll Taxes	1,064.62	15,818.55	11,361.00
Unemployment	0.00	223.34	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	0.00	80,000.00
Salaries - Board Attorney	14,166.50	162,596.51	60,000.00
TOTAL COMMISSION DIRECT	25,231.12	268,638.40	278,672.00
COMMISSION OPERATION			
Salaries - Exec Director	0.00	76,916.68	0.00
Bus Dev Expenses	0.00	0.00	5,000.00
Travel-Commissioners	0.00	724.09	1,000.00
Salaries- Accountant	1,900.00	17,100.00	22,800.00
Salaries - Office Administrator	4,916.67	44,008.26	63,600.00
Expenses - Office	242.81	5,255.17	4,000.00
Ports Council Representative	0.00	0.00	10,000.00
Travel - Office Admin	0.00	165.51	100.00
Rent-Peck Center	281.74	2,535.66	3,401.67
TOTAL COMMISSION OPERATION	7,341.22	146,705.37	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	472.32	600.00
Web Site	15.99	154.41	500.00
Awards & Presentations	0.00	0.00	120.00
Discretionary	0.00	0.00	720.00
TOTAL COMMISSION DISCRETIONARY	15.99	2,298.73	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	27,900.00	28,000.00
FL Ports Council Dues	0.00	15,500.00	15,500.00
Nassau Cty Economic Dev Board	0.00	1,000.00	1,000.00
TOTAL PORT OPERATIONS	0.00	44,400.00	63,456.00
TOTAL EXPENSES	32,588.33	462,042.50	456,016.67
Excess Revenues over Expenditures	-27,319.58	34,732.19	26,881.01

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Account Balances - June 28, 2024

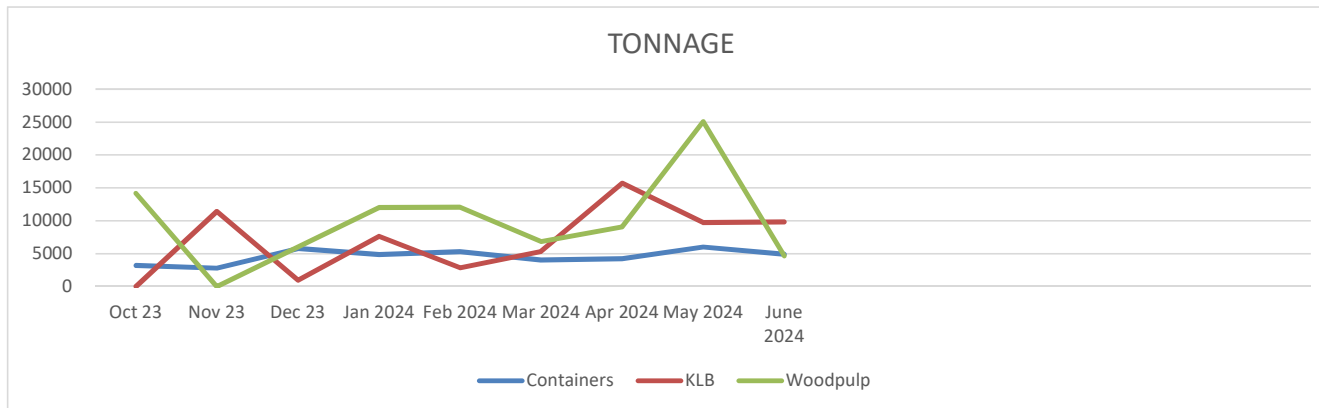
Account Name	Acct Num	28-Jun	31-May
Operating	x3328	161,660.64	193,191.51
Other - Admin Acct	x6714	149.25	264.05
Maintenance	x4519	111,902.06	106,902.06



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	505	529	668	896	665							3,733	4,118	(385)
Container Tons	47,946	4,855	5,263	4,037	4,223	6,003	4,875							29,256	26,192	3,064
Total Equivalent Units (TEUS)	8,632	472	512	535	683	917	681							3,800	4,794	(994)
Restow TEUS	0	0	0											0	0	0
Breakbulk Cargo																
Kraft Liner Board (KLB)	47,084	7,633	2,866	5,347	15,695	9,733	9,806							51,080	25,538	25,542
Lumber	12,781	0	0			2,076								2,076	5,137	(3,061)
Plywood/Hardboard	16,940	0	0	2,931			5,938							8,869	7,839	3,960
Steel	0	0	0											0	0	-
Woodpulp	113,935	12,008	12,041	6,822	9,057	25,053	4,663							69,643	64,396	40,213
Breakbulk Other	17,474	0	0											0	17,474	(17,474)
Bulk Cargo	30	5	18	15	30	7	23							98	0	98
Total General Tons	208,244	19,646	14,925	15,115	24,781	36,869	20,430	0	0	0	0	0	0	131,766	120,384	11,382
Total Tons	256,190	24,501	20,188	19,152	29,004	42,872	25,305	0	0	0	0	0	0	161,022	146,576	14,446
Dockage Days																
Dockage Days	144	12	23	12	46	22	14							129	79	50
Vessel Port Calls																
Vessel Port Calls	55	5	12	5	7	7	5							41	29	12
Total rail cars																
Total rail cars	1,760	118	148	132	168	158	141							865	741	124
Average trucks per day																
Average trucks per day		16	20	21	20	25	22									





Old Business

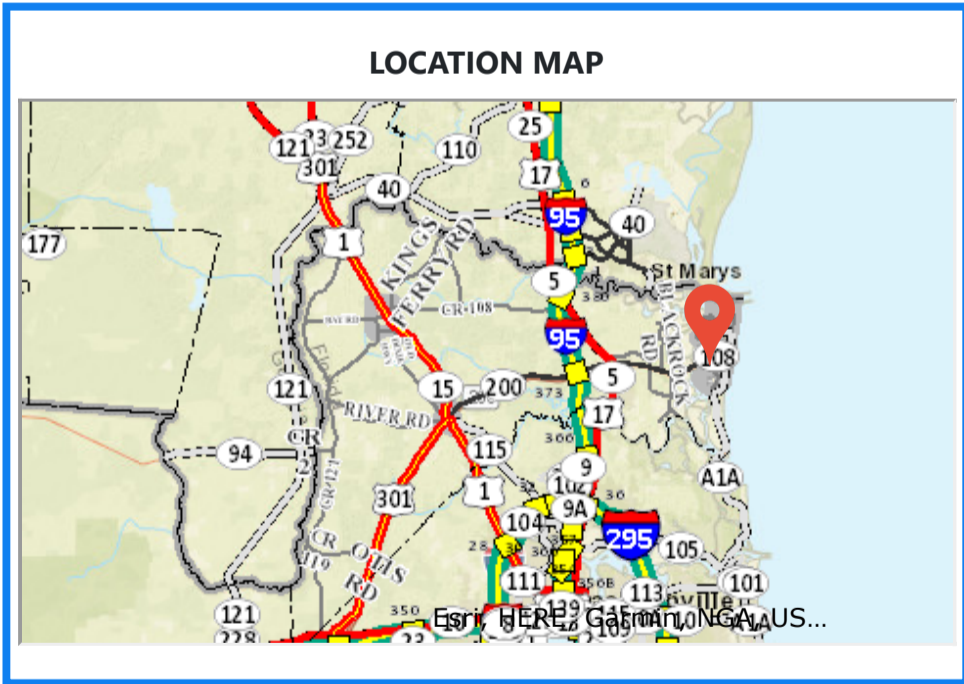
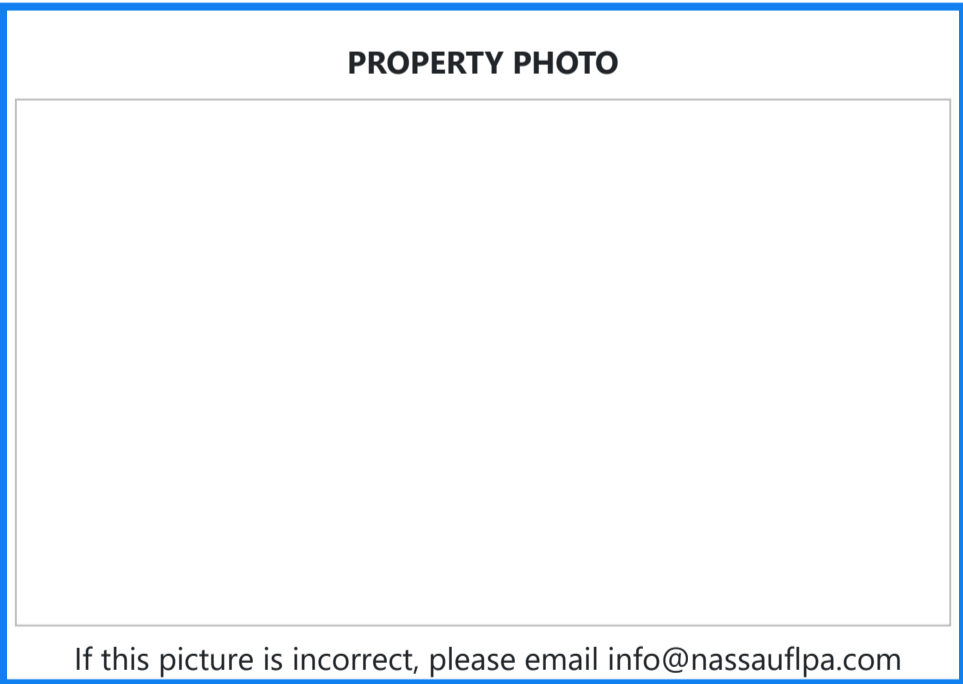
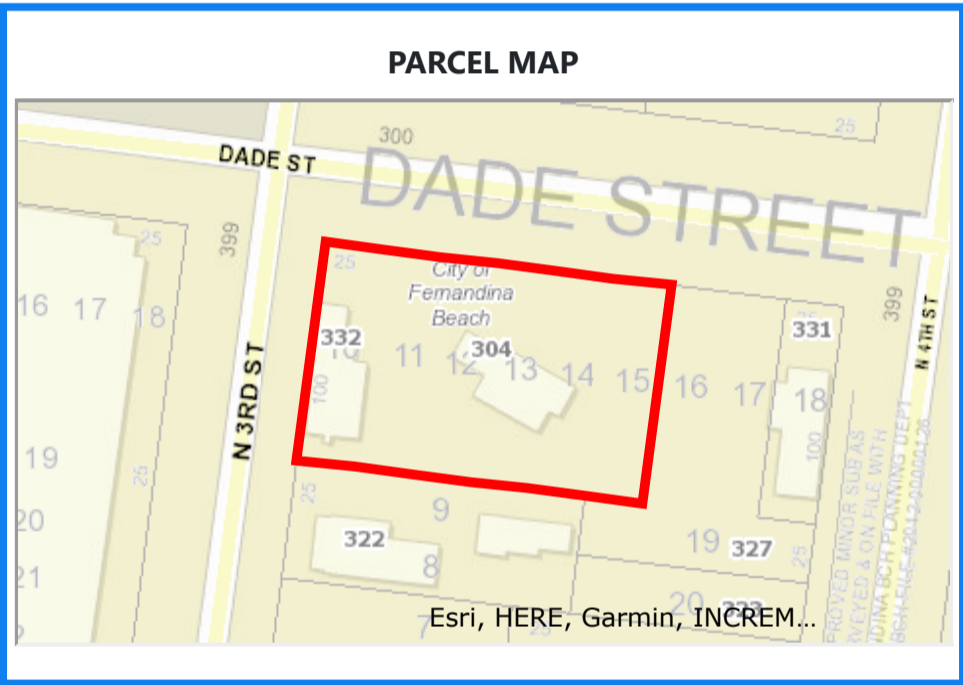
A. Michael Hickox, CFA
 Cert. Res. RD1941

NASSAU COUNTY
 PROPERTY APPRAISER

PROPERTY INFORMATION	
Parcel Number	00-00-31-1800-0017-0100
Owner Name	OCEAN HIGHWAY & PORT AUTHORITY
Mailing Address	86130 LICENSE RD SUITE 9
	FERNANDINA BEACH, FL 32034
Location Address	332 3RD ST N
	FERNANDINA BEACH 32034
Tax District	002 - FERNANDINA BEACH
Milage	18.3806
Homestead	Yes
Property Usage	VAC GOVERN 008000
Deed Acres	0
Short Legal	BLOCK 17 LOTS 10 THRU 15 CITY OF FDNA BEACH

2022 Certified Values	
Land Value	\$480,000
(+) Improved Value	\$0
(=) Market Value	\$480,000
(-) Agricultural Classification	\$0
(-) SOH or Non-Hx* Capped Savings	\$319,228
(=) Assessed Value	\$160,772
(-) Homestead	\$0
(-) Additional Exemptions	\$0
(=) School Taxable Value	\$0
(-) Non-School HX & Other Exempt Value	\$0
(=) County Taxable Value	\$0

Note - *10% Cap does not apply to School Taxable Value



BUILDING INFORMATION									
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built
VAC GOVERN									

MISCELLANEOUS INFORMATION			
Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Vacant Land Listing Agreement



1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
2* _____ OCEAN HIGHWAY & PORT AUTHORITY ("Seller")
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* _____ and terminating at 11:59 p.m. on _____ ("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 4.

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 4.

- 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 4.

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 _____
173 _____
174 _____
175 _____
176 _____
177 _____
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.

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

ESTIMATE

Dixon Tree and Lawn Service
PO Box 1305
Callahan, FL 32011

dixontreeandlawnservice@comcast.net
904-226-4557



Bill to

Ocean Highway Port Authority
Gene Lasserre Blvd
Yulee
FL
32097

Ship to

Ocean Highway Port Authority
Gene Lasserre Blvd
Yulee
FL
32097

Estimate details

Estimate no.: 1156
Estimate date: 07/08/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Landscaping	Clean up and Landscape Island at Trade Plex	1	\$495.00	\$495.00
				Total	\$495.00

Note to customer

Thank you for your business.



AOM Report

**ADMINISTRATIVE OFFICE MANAGER
REPORT
June 2024**

Hours worked June 2024 – 142.75

- Attended June 12, 26 meetings. Minutes composed.
- Prepped for meetings (agenda, packets, equipment set-up)
- Submitted SeaCIP grant application
- Clean Fuel Initiative (CFI) virtual meeting
- Corresponded with Joanne (QB entries/transactions, bank reconciliation, grant reimbursements)
- Corresponded with VC Taylor and Mr. LaPorte (meeting agenda, budget)
- Attended TAC meeting with VC Taylor
- Attended Hydrogen Alternative fuel webinar (June 25th)
- Corresponded with Joel Dimick (Kudzue invoice)
- Corresponded with Greg Haehl (SeaCIP application process)
- Grants.gov (IT support)
- Tech Amelia (IT support, cleaned laptop)
- Adobe (IT support)
- Documents search (2001-2005 audited financials, per Mr. LaPorte)
- Participated in FDOT-OHPA Coordination meeting (June 27th)
- Post office (pick up certified letters-signature required)
- Received and processed Zions Bank check payment (Annual Issuer fee, June 2024)
- Invoices paid and entered into QuickBooks
- Payroll entered into QuickBooks
- Check payments processed
- Processed Accounts Payable/Receivables
- 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
- Juneteenth holiday (July 19th)
- PTO (June 28th)

Public Records Request Received in June 2024- 0