

# OCEAN HIGHWAY PORT AUTHORITY

## NASSAU COUNTY

### AGENDA

Wednesday, June 13<sup>th</sup>, 2018 at 6:00 PM – Monthly Meeting

County Commission Chambers

James Page Governmental Complex

Nassau Place, Yulee, FL

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

- Invocation
  - Pledge of Allegiance
  - Roll Call: Robert Sturgess, District 1; Danny Fullwood, District 2, Adam Salzburg, District 3; Carrol Franklin, District 4; Lissa Braddock, District 5
  - Comments - Audience (Sign in sheets on the Press Table)
  - Comments (Requested items to be addressed, turned in prior to monthly meeting)
    - Presentation of Plaques to Senator Aaron Bean and Representative Cord Byrd
1. Approval of Minutes
    - May 9, 2018 – Monthly Meeting
  2. Consent Items
    - Michael Arnold – Contract – May 2018-April 2019
  3. Secretary / Treasurer Report
    - May Expenses
    - Account Summary
  4. Report by Pierre LaPorte – Accountant
  5. Report of Clyde W. Davis, Legal Counsel

**6. Laura DiBella**

- Port Director Update
- Economic Update

**7. Port of Fernandina Report**

- Port Operations & Commercial Report
- Port Projects Update – Invoice from Hal Jones Contractor – Fender Project

**8. Old Business**

- Administrative Office Manager Position – Update on Interviews

**9. New Business**

- Committee Reports from Commissioners
- Port Security – Commissioner Salzburg
- Custom's House – Commissioner Franklin
- Economic Development – Commissioner Fullwood
- Emergency Management – Commissioner Franklin
- Technical Coordinating Committee – Commissioner Franklin
- TPO – Commissioner Salzburg
- AIFBY Chamber – Commissioner Sturgess
- Greater Nassau Chamber – Commissioner Braddock

**10. Administrative Office Manager Report**

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

**12. Adjourn**

# Ocean Highway & Port Authority

Robert Sturgess - Commissioner, District 1  
Danny Fullwood- Commissioner, District 2  
Adam Salzburg - Chairman, District 3  
Carrol Franklin - Vice Chairman, District 4  
Lissa Braddock - Secretary/Treasurer, District 5

## Minutes

May 9, 2018

The Ocean Highway and Port Authority of Nassau County held their regular monthly meeting on Wednesday, May 9, 2018, in the County Commission Chambers at the James Page Governmental Complex, Yulee, Florida.

The meeting was called to order at 6:06 P. M. by Chairman Salzburg.

The invocation was given by Commissioner Sturgess and the Pledge of Allegiance was led by Chairman Salzburg. Roll call was conducted by Ms. Cason. All Commissioners were present. Also present was Ms. Cason, Administrative Office Manager, Mr. Clyde Davis, Attorney, for the Board, Mr. Pierre LaPorte, accountant for the Board, and Ms. Laura DiBella, Port Director.

Chairman Salzburg welcomed those in the audience and thanked them for attending this meeting and asked Ms. Cason if anyone had signed up to speak. Ms. Cason stated yes and handed the Chairman the sign-up sheet.

Chairman Salzburg recognized Capt. Mark Silva for his comments.

Capt. Silva requested that the Board not support the City of Fernandina's 408 permit application. He further stated that his main concerns were the fueling danger and the dangers to the marine animals. Capt. Silva also stated that he would also recommend an education component. Chairman Salzburg thanked him for his comments.

Chairman Salzburg then moved to the minutes for approval from the April 4, 2018 Workshop, April 11, 2018 Workshop and the April 11, 2018 Monthly Meeting. **Motion by Commissioner Franklin to approve the April 4, 2018 Workshop, April 11, 2018 Workshop and the April 11, 2018 Monthly Meeting**

**as submitted. Motion was seconded by Commissioner Sturgess. Motion was unanimously approved.**

Chairman Salzburg stated there were consent items. He stated that the first one is an invoice from Michael Arnold for \$745.00 for the Data Repository. Ms. Cason explained this was approved by the Board. Commissioner Sturgess explained why he will vote nay. **Motion by Commissioner Fullwood to approve the invoice from Michael Arnold in the amount of \$745.00. Motion was seconded by Commissioner Franklin. Motion was approved by a 4 to 1 vote with Commissioner Sturgess voting nay.** Chairman Salzburg then moved to the next consent item – Michael Arnold’s contract for 2018-2019. Commissioner Fullwood stated that he would like to table this until the next meeting. Commissioner Sturgess stated that he had some problems with the verbiage in the contract and Attorney Davis will go over this with Mr. Arnold and return a new contract for Board consideration. Chairman Salzburg then moved to the two invoices from Harden for the bonds for the Chairman and Vice Chairman. He stated that this cost was placed in the Port Revenue Budget. **Motion by Commissioner Franklin to approve the two invoices for Harden totaling \$224.00. Motion was seconded by Commissioner Sturgess. Motion was unanimously approved.** Chairman Salzburg then moved to the invoice from Mauldin & Jenkins for \$12,900 which is the final payment for the audit. Ms. Cason stated \$12,900 was the last half of the contract amount. **Motion by Commissioner Franklin to approve the payment of the invoice from Mauldin & Jenkins in the amount of \$12,900. Motion was seconded by Commissioner Fullwood. Motion was unanimously approved.**

Chairman Salzburg then moved to the Secretary/Treasurer’s Report for April, 2018. Commissioner Braddock stated that there were no unusual expenses for April and everything seemed in order. Chairman Salzburg then reviewed account balances.

Chairman Salzburg then recognized Mr. LaPorte for his report.

Mr. LaPorte stated that first on the agenda was the 2<sup>nd</sup> Quarter Financial Report. He then reviewed the report. He explained that the format had changed some since there was no longer the Bank of New York or the outstanding bond

payment. Mr. LaPorte stated that the Board would continue to budget for the payment of the prepaid use fees due to Nassau Terminals. He further stated that he continues to work on the procedures for the Port Revenue side of the budget doing away with the Joint Written Request and would have a draft at their next meeting. Mr. LaPorte then moved to his updated contract which increases his fees from \$750 per month to \$1,500 per month. He stated that this amount was included in the Amended Budget for this year. Attorney Davis pointed out that there is no reference to Florida Statute 119 which needs to be in the contract. Mr. LaPorte asked that he forward what needed to be placed in his contract and he will add it. **Motion by Commissioner Franklin to approve the contract with Courson & Stam including the reference to Florida Statute 119. Motion was seconded by Commissioner Sturgess. Motion was unanimously approved.** Mr. LaPorte also stated that the operator is to remit port authority fees quarterly and he will work with Mr. Ragucci on this. Chairman Salzborg stated that the Port Operator had kept the 2<sup>nd</sup> quarter port authority fees which will be credited toward payment of the prepaid use fees owed to Nassau Terminals and the Board needed to approve this by motion. **Motion by Commissioner Fullwood for Nassau Terminals to keep the 2<sup>nd</sup> quarter port fees to be credited toward payment of the prepaid use fees owed to Nassau Terminals. Motion was seconded by Commissioner Franklin. Motion was unanimously approved.**

Chairman Salzborg then recognized Attorney Davis for his report.

Attorney Davis reviewed his report with the Board. He circulated the City's proposed Port element for their Comprehensive Plan. Attorney Davis reported that there would be a meeting next week with the City Manager and City Attorney regarding this matter. He also stated that there are items in the document that needed further discussion and he is willing to meet with anyone regarding this matter. Dr. Ross, City of Fernandina Commissioner asked who scheduled this meeting. He was informed that the City Manager scheduled the meeting.

Chairman Salzborg then recognized Ms. DiBella for her report.

Ms. DiBella reported that she has outreached to consultants regarding the Caribbean market. She also reported that she has spent time with FDOT regarding the projects at the port. Ms. DiBella then reported that she will be meeting with a

group regarding the master plan. She also reported that she will be in New York next week. Ms. DiBella stated that the next economic development board meeting is on the 22<sup>nd</sup>. Commissioner Fullwood stated that he could not attend. She also reported that due to a potential client meeting she may not be able to attend the Florida Ports Council meeting. Ms. DiBella stated that she has received a new Joint Participation Agreement from FDOT which transfers \$7,902.00 to the North Ramp Project. **Motion by Commissioner Fullwood to approve this Joint Participation Agreement. Motion was seconded by Commissioner Franklin. Motion was unanimously approved.** Commissioner Sturgess asked if she was able to get into the Piers Program provided by the state. Ms. DiBella stated that she had and thanked Commissioner Sturgess for his assistance.

Chairman Salzburg recognized Mr. Chris Ragucci for the Port tonnage report and commercial reports.

Mr. Ragucci reported that the tonnage for April was 31,453. He further reported that there were 9 vessel calls, 16 dockage days, 281 rail cars and 27 trucks per day. Mr. Ragucci reported that the Port Authority fees totaled \$169,498.00 for April. Mr. Ragucci then asked that the Board send a letter to the Army Corp of Engineers regarding maintenance dredging to maintain the current approved depth of 38 feet. He stated that this process takes several years. **Motion by Commissioner Sturgess to approve that a letter of intent be sent to the Army Corp of Engineers requesting maintenance dredging of the channel to the approved depth of 38 feet. Motion was seconded by Commissioner Braddock. Motion was unanimously approved.** Mr. Ragucci then discussed with the Board the need to seek consultants to update the Port Master Plan. Ms. Cason reminded the Board that this process requires a Request for Proposals/ Qualifications and has to be advertised. Chairman Salzburg stated that the funding came from the TPO in the past. After a short discussion, **motion by Commissioner Fullwood for the Chairman to approach the TPO for funding up to \$150,000 for a new Port Master Plan. Motion was seconded by Commissioner Franklin. Motion was unanimously approved.** Chairman Salzburg is to discuss this with the TPO. Mr. Ragucci then stated that he would like to start the negotiation process for a new Operating Agreement which he feels will take approximately two to three months. Chairman Salzburg stated that he would like to see a committee be formed for this matter. The Board discussed the make -up of the committee which included one

Commissioner, Board Attorney, Board Accountant, Port Director, Port Operator and one citizen. Commissioner Fullwood asked if these negotiations would be out of the sunshine. Attorney Davis stated that he would check on this. Mr. Ragucci stated that if a citizen is placed on the committee then they would want a nondisclosure agreement. Attorney Davis stated he would check to see if this could be done. The Board concurred that the Chairman should form the committee.

Chairman Salzburg adjourned the meeting at 7:22 for Ms. Cason to change the recording disk. Chairman Salzburg called the meeting back to order at 7:25.

Mr. Ragucci stated that he had no new business to report at this time. He then moved to the Fender Project and stated that this project is moving along. He, the Chairman and Hal Jones will meet to discuss an invoice that was received earlier this week. Mr. Ragucci stated that he will meet with Allied Universal this Friday regarding their contract proposal. . Commissioner Franklin asked if they are currently looking for a crane. Mr. Ragucci reported that they are and he is excited about a new employee coming to the Port, who has experience with cranes and knows what he is looking at as far as a used crane goes. He further reported that the goal is to have the crane by September.

Chairman Salzburg then moved to old business. He asked the Board if they had any old business. There was none

Chairman Salzburg then moved to New Business.

Chairman Salzburg then moved to Committee Reports.

Port Security –Chairman Salzburg stated that the Security Meeting was on April 18<sup>th</sup> and all representatives were present and the meeting went well. It was reported by Mr. Ragucci that over Shrimp Festival weekend there was a security breach at the Port however he stated that is was nothing malicious.

Custom's House –Vice Chairman Franklin stated that he placed weed and feed on the grass at the customs house along with additional grass seeds. He stated that he has provided Ms. Cason with a receipt for the purchase for reimbursement. He stated he has recently talked with Mr. Parrot and he was satisfied with this and the lawn is looking better.

Economic Development – Commissioner Fullwood stated Ms. DiBella had reported on this earlier.

Emergency Management – Commissioner Franklin stated that at this time there is nothing new to report.

TCC – Commissioner Franklin reported that he attended the alternative fuel meeting which was very informative.

TPO- Chairman Salzburg stated he was unable to attend.

Chamber News – Commissioner Sturgess reported that the Chambers are consolidating. Commissioner Braddock stated that she was unable to attend the last meeting. Commissioner Sturgess stated that he would attend the meeting at Trader’s Hill in Hilliard tomorrow.

Chairman Salzburg stated that Ms. Cason’s report is in the meeting book and asked if the Board had any questions. There were none.

Chairman Salzburg stated that it is time to replace the Board’s recording equipment. Ms. Cason stated that the small recorder on loan from Mr. Arnold works well and the quality of the recording is better quality than the old recording equipment provides. Ms. Cason explained that the cost to upgrade should not exceed \$250.00. **Motion by Commissioner Fullwood to approve up to \$250 for the purchase of new recording equipment for the Board meetings. Motion was seconded by Commissioner Franklin. Motion was unanimously approved.**

Chairman Salzburg then moved to the Administrative Office Manager’s position which is the result of Ms. Cason’s resignation. Ms. Cason reported that the position had been advertised in the News Leader, Westside Journal, Career Source and was also on the Port of Fernandina website. After further discussion by the Board, Commissioner Fullwood and Mr. LaPorte will review the applications received and conduct the interviews. Ms. Cason stated that she will make sure Mr. LaPorte has the checks and email address for invoices that come in for payment. Ms. DiBella stated that she and her staff will fill in on the administrative side.



Chairman Salzburg asked if there were other comments. With there being none the meeting stands adjourned at 8:10 P.M.

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Adam Salzburg

Chairman



904.583.6159 mobile  
michaelrayarnold@gmail.com email  
www.michaelarnoldstudios.com web

April 26, 2018

To Whom it May Concern:

I believe we have seen many positive changes with your website in the past year. Search engine rankings have improved, the overall content of the site is improved, and user experience is easier than before. This letter is to inform you that [portoffernandina.org](http://portoffernandina.org) and its associated website and hosting are up for renewal. This will also serve as the official contract renewal. The general provisions are unchanged from last year, but additional work has been requested by the OHPA, and is outlined below.

For May 10, 2018 - May 10, 2019, I propose to maintain the website hosting and email accounts that were purchased in the beginning of our relationship.

The contract fee will also include any minor design changes, state compliance edits and postings, as well as maintaining the data repository installed last year.

I will also be performing additional round of SEO (search engine optimization) to further improve the site's search engine rankings.

I have also included Social Media management for the period of 1 year during this contract term. This includes single weekly posting to Facebook, Instagram, and Twitter. The OHPA must provide content to post.

In addition, I will also refresh the site with new images and design elements.

Total for Year 4 Website and above work: \$2,500. This includes your public partner discount of \$950.00.

The general provisions begin on page 2 of this document, and there is a place for you to sign, indicating you acceptance of this contract and its terms.

Please make check payable to Michael R. Arnold and remit to 45049 Weaver Circle Callahan, FL 32011.

If you have any questions, please don't hesitate to contact me. I look forward to working with you again this year!

Regards,

Michael R. Arnold

## **14. General Provisions**

### **14.1 Entire Agreement.**

This Agreement contains the entire Agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by all of the parties hereto.

### **14.2 Governing Law.**

This Agreement is governed by Florida law. Any dispute arising out or in connection with this agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the applicable laws of the state of Florida which Rules are deemed to be incorporated by reference into this clause. The place of arbitration shall be Nassau County, Florida.

### **14.3 Binding Effect.**

This Agreement shall be binding upon and endure to the benefit of Customer and Designer and their respective successors and assigns, provided that Designer shall not assign any of their obligations under this Agreement without Customer's prior written consent.

### **14.4 Waiver.**

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

### **14.5 Good Faith.**

Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

### **14.6 Intellectual Property, No Right to Assign.**

Customer has no right to assign, sell, modify or otherwise alter the Project, except upon the express written advance approval of Designer, which consent can be withheld for any reason.

#### **14.7 Right to Cease and or Remove Project.**

In the event Customer fails to make any of the payments set forth in the contract, Designer has the right to immediately cease all work on the Project until payment in full is made.

#### **14.8 Indemnification.**

Customer warrants that everything it gives Designer to include in the Project is legally owned or licensed to Customer. Customer agrees to indemnify and hold Designer harmless from any and all claims brought by any third-party relating to Customer's Proprietary Material provided by Customer to Designer including any and all demands, liabilities, losses, reasonable associated costs and claims including reasonable attorney's fees arising out of injury caused by Customer's Proprietary Material supplied by Customer to Designer, copyright infringement, and defective products sold as a result of Customer's distribution of the Project.

#### **14.9 Use of Project for Promotional Purposes.**

Customer grants Designer the right to use the Project for promotional purposes and/or to cross- link it with other marketing venues developed by Designer.

#### **14.10 Right to Style or to Make Derivative Works.**

Designer has the exclusive rights in making any derivative similar works of the Project and any similarities between Customer's Project and future projects constitutes Designer's methods and style and shall remain the right of the Designer.

#### **14.11 Attorney's Fees.**

In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual reasonable attorney's fees and reasonable associated costs, including expert witness fees.

#### **14.12 Trademarks, Logos and other Intellectual Property Issues.**

Customer is responsible for any Copyright or Trademark issues related to the creation and use of Project files by Customer. Customer shall be solely responsible for any

Trademark or Copyright searches pertaining to the Project unless otherwise contracted for in the Specifications. Designer will not knowingly copy other rightfully trademarked or copyrighted material.

#### **14.13 Ownership of Media**

Customer owns and retains all rights to the media it provides to Designer. Any designs created by Designer for the express use and implementation in the project for which this contract is entered are also the property of the Customer. Customer grants Designer use of designs created pursuant to section 14.9 of this contract.

#### **14.14 Public Records Requests**

##### **PUBLIC RECORDS AND PUBLIC RECORDS COMPLIANCE:**

a. Michael R. Arnold, as an independent contractor to OHPA, is required to comply with public records laws, and, specifically, to:

1. Keep and maintain public records required by OHPA, as the public agency to perform the services for OHPA;
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to OHPA as the public agency;
4. Upon completion of the contract, transfer, at no cost to OHPA, as the public agency all public records in possession of the contractor or keep and maintain public records required by OHPA, as the public agency, to perform the services. If the contractor transfers all of the public records to the agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all requirements of retaining public records. All records stored electronically must be

provided to OHPA, as the public agency, upon request from the OHPA custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. Statement required by F.S. 119.0701(2)(a)

**IF THE CONTRACTOR HAS A QUESTION REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT 904/491-7422**

**Acceptance of Contract Terms and Conditions**

**I have read and understand all of the terms and conditions set forth in this contract and hereby agree to the same.**

\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
**2018**  
**Representative of Ocean Highway and Port Authority**  
**(Customer)**

\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
**2018**  
**Michael R. Arnold (Designer)**

**OCEAN HIGHWAY AND PORT AUTHORITY  
ATTORNEY REPORT  
06/2018**

1. City of Fernandina Beach & Port Operations/Facilities:

a. Customs House – Nothing new;

b. A meeting with the City Manager, City Attorney, Port Operator, Chairman Salzburg, and myself, was held at the office of the City Attorney on Wednesday, May 16. We discussed the existing port master plan in the context of the City of Fernandina Beach Comprehensive Plan and various ways to facilitate cooperative planning in relation to the waterfront.

c. In the context of waterfront planning, a meeting was held at my office on Tuesday, June 5, with a local real estate professional and a waterfront property owner. Chairman Salzburg attended by telephone. The discussion included the mission of OHPA to promote local job growth and the limitations placed on OHPA under the DRI on any expansion of the industrial port southward of the existing holdings. However, I advised that it did not preclude OHPA from cooperative planning with the City of Fernandina Beach or any private property owner, whether on the waterfront or otherwise. I advised, further, that the DRI limitation did not preclude assistance from OHPA in the context of financing projects which would create local jobs. Issues related to parking, traffic flow, water depth and impacts upon surrounding property owners were also discussed.

2. Callahan - Nothing to report.

3. Hilliard - Callahan Corridor: Nothing to report.

4. Yulee – Nothing to report.

5. Nassau County – Nothing to report.

6. Camden County – Nothing to report;

**TOTAL HOURS – MAY 9, 2018 – JUNE 5, 2018:**

<b>TERMINAL OPERATIONS –</b>	<b>0.000 Hours</b>
<b>BOARD OPERATIONS –</b>	<b>10.250 Hours (includes 1 regular meeting)</b>
<b>TOTAL</b>	<b>10.250 Hours</b>

**TOTAL HOURS – February 23, 2018 – June 5, 2018 [14 1/2 weeks] = 38.875 Hours**

Respectfully submitted,

**CLYDE W. DAVIS /s/**





Joanna Cason &lt;ohpanc@gmail.com&gt;

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**Sunshine Law and Operating Agreement Negotiations**

1 message

**Clyde Davis** <cwdavispa@bellsouth.net>

Wed, May 16, 2018 at 8:36 AM

Reply-To: cwd@neflaw.com

To: "ohpanc@gmail.com" <ohpanc@gmail.com>, LISSA BRADDOCK <lissabraddock@me.com>, Danny Fullwood <dfullwood@portoffernandina.org>, CARROLL FRANKLIN <cfranklin@portoffernandina.org>, ADAM SALZBURG <asalzburg@portoffernandina.org>, ROBERT STURGESS <rsturges@portoffernandina.org>, "Christopher T. Ragucci" <chris@worldwidegrp.net>

At our meeting one week ago there was a query regarding whether the negotiations on the new Operating Agreement would be conducted "in the Sunshine" or privately and, implicit to the discussion, we have to know whether any records created or received will be confidential or public.

Regarding ports, certain information is not subject to disclosure:

- a. The Port Security Plan is not a public document and is exempt from disclosure;
- b. More to the point, F.S. 315.18 makes any proposals, counter-proposals, and the negotiation between a deep-water port and any non-governmental entity for the sale, lease or use of land or of port facilities, together with financial records provided are confidential. However, thirty days before the port considers the approval of any such, the records cease to enjoy the confidentiality and become "public". If the negotiations do not result in a proposal then confidentiality ceases and the records become public ninety (90) days following the end of negotiations. Regarding whether the negotiation sessions are public or private, the matter is more complex. Here are the factors you must consider:
  1. The Sunshine Law applies to both the meetings of the OHPA as a body, or any meeting or communication (email, telephone call, text message) between two (2) commissioners where OHPA matters are discussed;
  2. The Sunshine Law will also apply to any committee meeting where the committee is appointed by OHPA and directed to perform interview and evaluations, and make a recommendation back to OHPA. In other words, absent some legal exemption, OHPA cannot evade the open meeting requirement by delegation of authority to a committee;
  3. The fact that confidential material may be considered by a committee does not create any legal exemption to Government in the Sunshine; but
  4. The Government in the Sunshine law does not apply to any single OHPA Commissioner who may choose to meet with me or with Pierre or with Joanna, or with all of us or with any of us together; and
  5. If Pierre and I meet with any commissioner on any topic being considered by OHPA then the law precludes us from becoming a conduit for the private transmission of information to other commissioners. In other words, we're not allowed to circumvent the application of the law by some "daisy-chain" of meetings. Simply put, I can tell each of you the same advice but I cannot tell any of you what some other commissioner thinks about that advice.

Advice:

- A. I will continue to research the issue and advise as to any modification or retractions of the foregoing legal opinion;
- B. I will be happy to meet with our Chairman, any other commissioner, Pierre, Joanna, Chris, or anyone

else from Nassau Terminals in regard to the negotiation of a new operating agreement. I just won't do it as any kind of group event where there is created some de-facto committee operating outside of the law; and

C. I do not recommend the creation of any committee or team to conduct discussions or negotiations if there is a desire to keep such discussions confidential; but

D. I do not perceive any problem if any single commissioner wants to gather information, review the existing operating agreement, and sit down with Chris, Pierre and me, or with any of us to explore the outline for a new port operating agreement.

CLYDE



# GOAL 5P: PORT SUB- ELEMENT

Objective 5P.01.	
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Objective 5P.02.	
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Objective 5P.03.	
<b>St. Mary's River Entrance Channel and Amelia River Access</b>	Page 5P-2
Objective 5P.04.	
<b>Intracoastal Connections</b>	Page 5P-3
Objective 5P.05	
<b>Highway Access and Connectivity</b>	Page 5P-3
Objective 5P.06	
<b>Rail Service and Connectivity</b>	Page 5P-3
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Objective 5P.12	
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<b>Compatibility with City's Comprehensive Plan</b>	Page 5P-7
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<b>Plan Implementation Coordination</b>	Page 5P-7
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<b>Governmental and Agency Coordination</b>	Page 5P-8
Objective 5P.16	
<b>Collaboration with Local and Regional Maritime, Commercial and Industrial Interests</b>	Page 5P-8

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GOAL 5P | PORT FACILITIES ELEMENT

THE PORT OF FERNANDINA SHALL MAINTAIN, PLAN AND DEVELOP THE PORT LOCATED IN FERNANDINA BEACH, IN ACCORDANCE WITH MARKET FORECASTS AND THE COMMUNITY'S COMMERCIAL AND INDUSTRIAL RESOURCES, TO CREATE JOBS AND STIMULATE LOCAL AND REGIONAL ECONOMIC DEVELOPMENT WHILE MAINTAINING AND ENHANCING THE UNIQUE CHARACTER OF THE CITY OF FERNANDINA BEACH, PROVIDING FOR THE HEALTH, SAFETY AND ECONOMIC WELFARE OF THE COMMUNITY, PROTECTING THE LOCAL MARINE ENVIRONMENT, AND NOT EXPANDING INTO THE SURROUNDING HISTORIC RESIDENTIAL NEIGHBORHOOD.

Within the City of Fernandina Beach, the Port of Fernandina shall pursue phased planning and development, consistent with the goals of the City of Fernandina Beach Comprehensive Plan and the mandates of Florida Statutes.

The Port of Fernandina shall prepare a Port Master Plan Map – a land use and inventory map of existing coastal uses including all existing infrastructure including fuel storage tanks, storm water management, zoning, wetland and other vegetative communities, undeveloped areas, areas subject to coastal flooding, public evacuation routes, historic preservation areas and conservation areas. The Port Master Plan Map will be posted on the City website and updated at least annually.

Within the City of Fernandina Beach, the Port of Fernandina shall not expand port operations beyond industrially waterfront zoned or industrially zoned land (as depicted on the 2011 Comprehensive Plan Map). The Port of Fernandina will not expand any ancillary operations including parking lots into the historic district or any other residentially or mixed use zoned land (as depicted in the 2011 Comprehensive Plan Map and in the Land Development Code) with the exception of 501 North 3<sup>rd</sup> Street and the adjacent parking lot west of the property.

Prior to any new proposed development or redevelopment, within the City of Fernandina Beach, the Port of Fernandina will conduct an analysis of the environmental, socioeconomic, and fiscal impact on the City of Fernandina Beach.

The analysis will delineate the required infrastructure to support this development or redevelopment and the plans and principles to be used to control development and redevelopment to eliminate or mitigate the adverse impacts on coastal wetlands; living marine resources; unique wildlife habitat; historical and archaeological sites; other fragile coastal resources and the adjacent historic district.

The analysis will be presented to the City of Fernandina Beach for their review and comment. Those comments will be submitted to the Port Council or other state or federal agencies with any new funding requests.

The Port of Fernandina shall continually maintain and upgrade its in-water and upland facilities to derive the best use from its infrastructure.

The Port of Fernandina shall coordinate with the U.S. Army Corps of Engineers and the City of Fernandina Beach, regional, state and federal regulatory agencies for maintenance dredging of the Amelia Island River, as needed to accommodate waterborne commerce operations.

Prior to any future development or redevelopment to the Port of Fernandina, within the City of Fernandina Beach, all plans or proposals for development or redevelopment shall be reviewed by the City of Fernandina Beach for meeting all applicable Comprehensive Plan policies, land development regulations, City Ordinance requirements and provide that financial assurances are made that required public facilities will be in place to meet the demand imposed by the completed development or redevelopment. Such public facilities will be scheduled for phased completion to coincide with demands generated by the development or redevelopment.

The Port of Fernandina shall explore opportunities to develop synergies between its waterborne commerce operations and other economic resources in the area.

The Port of Fernandina shall seek potential users to achieve maximum site utilization.

The Port of Fernandina shall explore complementary upland developmental opportunities.

The Port of Fernandina shall continue its participation in Foreign Trade Zone 64 with JAXPORT and shall explore other possible partnering opportunities.

The Port of Fernandina may pursue maintenance dredging activities from the St. Mary's River Entrance Channel to the Amelia River leading to the Port to provide the water depths needed to serve ships and barges that call at the Port. Maintenance dredging activities and the management of spoil material shall be pursued in a manner consistent with the State Comprehensive Plan's goals and policies addressing stewardship of water resources, coastal and marine resources, and natural systems.

The Port of Fernandina may undertake maintenance dredging, as required to ensure safe navigational conditions for the ships and barges calling at its facilities.

The Port of Fernandina may undertake maintenance dredging, as required to ensure safe navigational conditions for the ships and barges calling at its facilities.

Prior to any maintenance dredging the Port of Fernandina in agreement with the Corps of Engineers and other federal, state, or local agencies shall identify an environmentally acceptable spoil site for the disposal of the dredged material the maintenance channel dredging projects generate.

To take better advantage of its proximity to the Intracoastal Waterway, the Port of Fernandina may support initiatives to improve Intracoastal connections.

The Port of Fernandina may cooperate with entities seeking to improve conditions along the Intracoastal Waterway.

The Port of Fernandina, within the City of Fernandina Beach, will not accept, transfer, load or store coal, coal ash, or Liquefied Natural Gas (LNG).

The Port of Fernandina may collaborate with local state agencies to develop the intermodal connections needed for the efficient movement of goods to and from its facilities.

The Port of Fernandina shall be required to mitigate traffic impact to the surrounding residential neighborhood, by designing the facilities, and/or scheduling arriving truck traffic to eliminate the queuing of trucks outside the gates.

The Port of Fernandina shall work with the City, the TPO, the Florida Department of Transportation, the local community and other entities to gain funding for any needed improvements to roads over which Port truck traffic must travel.

The Port of Fernandina shall implement a plan to prevent truck access or egress from the Port of North Front, North Second, and North Third Streets.

The Port of Fernandina shall collaborate with Genesee & Wyoming and CSX to obtain the best possible service and interchanges.

The Port of Fernandina may continue its use of the on-site rail line and shall seek opportunities for more efficient use of the rail line.

The Port of Fernandina shall collaborate with railways, FDOT, and the City to improve the warning devices at the Dade and Front Street highway-rail grade crossing to increase safety, with the goal of reducing fatalities and injuries.

PORT TO AIRPORT  
ADDITIONAL SERVICE AND CONNECTIONS

The Port of Fernandina may collaborate with City airports to develop the intermodal connections needed for the efficient movement of goods to and from its facilities.

PORT TO PORT

The Port of Fernandina may work to explore service opportunities for the efficient movement of goods through the Port.

WATERWAY AND WETLANDS PROTECTION AND RESTORATION  
ENVIRONMENTAL IMPACTS AND REGULATIONS

The Port of Fernandina shall conserve and protect natural resources including forests, wetlands, fish, marine life, and wildlife, and shall cooperate with federal, state, regional, and local agencies in developing sound environmental impacts of Port development and operations.

WATER QUALITY

The Port of Fernandina shall limit specific and cumulative impacts on water quality to maintain the integrity of the Amelia River and maintain the applicable water quality standards. In doing so, the Port shall design the drainage system on its property to meet National Pollution Discharge Elimination System (NPDES), Florida Department of Environmental Protection, and St. Johns River Water Management District water quality standards and shall coordinate its efforts with federal, state, regional, county and city governmental agencies.

WETLANDS PROTECTION

The Port of Fernandina shall not place or build structures including pier or pier extensions in wetlands, wetland transition areas, or conservation area and not conduct activities which degrade any identified wetlands and wildlife habitat.

WETLANDS RESTORATION

The Port of Fernandina shall continue to coordinate with state and federal agencies, the Cumberland Sound Pilots Association, and other interested organizations to protect manatee and right whale communities.

WATERWAY RESTORATION

The Port of Fernandina shall use best management practices during construction, operation and maintenance at the Port facility. All new development or redevelopment at the Port of Fernandina, within the City, shall meet or exceed applicable Federal, State, and local regulations.

WATERWAY RESTORATION

A plan, including a proposed funding source, to remediate the surface drains which currently empty directly into the Intracoastal Waterway and wetlands will be developed by July 2017.

AIR QUALITY

The Port of Fernandina shall coordinate and implement strategies with industry and the City to meet the air quality standards established by the EPA and DEP

The Port of Fernandina will devise a feasibility plan by July 2017 concerning the benefits and costs of installing and requiring ship to shore power at the Port of Fernandina.

The Port of Fernandina shall implement or exceed the measures required by the City of Fernandina, Nassau County and other agencies to protect human life and property from natural hazards.

All new development or redevelopment at the Port of Fernandina, within the City, shall meet the standard of construction for V Flood Zones or a higher standard and be maintained as required by local ordinance and shall not have any adverse effect by increasing the elevation or velocity of flood waters or in increasing flows due to change in drainage or flow characteristic (e.g. change in direction) on the subject site, adjacent properties, or any public or private right-of-way.

The Port of Fernandina shall design and construct all development or redevelopment at the Port in accordance with the Unified Florida Building Code and Fernandina Beach City Ordinances including obtaining all required City permits and floodplain elevation certificates.

The Port of Fernandina shall prepare a hurricane contingency plan and keep its plan up to date, ensuring that it is consistent with city and county emergency plans. This plan will be filed with the City on or before June 1<sup>st</sup> of each year.

The Port of Fernandina shall implement post-disaster redevelopment procedures to reduce or eliminate exposure to human life and property to natural hazards. These procedures shall include the structural modification or removal of facilities that have experienced repeated storm damage.

The Port of Fernandina shall reduce exposure to harm human life and property from manmade disasters by implementing sound safety and security programs.

To provide a safe operating environment, the Port of Fernandina shall implement required Federal, state and local safety and health measures and ensure that operations are conducted in accordance with those measures.

The Port of Fernandina shall prepare and implement the security plan mandated and approved under state and federal guidelines. Funding Port Security is a priority and shall preempt funding of any new development or redevelopment in the City of Fernandina Beach.



HAZARDOUS MATERIALS

The Port of Fernandina in cooperation with all federal authorities shall prohibit the handling of unauthorized hazardous materials and shall be prepared to contain hazardous material spills that could occur at the Port facility site.

EMERGENCY CONTINGENCY

At the Port of Fernandina all emergency contingency materials and equipment necessary to mitigate petroleum spills in the water shall be stored onsite by July 1, 2017. This shall be verified by the Fernandina Beach Fire Chief or his designee on or before July 1<sup>st</sup> of each year.

WATERFRONT FACILITIES

A waterfront facility, which is a facility of particular hazard as defined in 33CFR 126.3, shall not be allowed in Waterfront Industrial or IW zoned areas.

EVACUATION PLAN

The Port of Fernandina shall prepare an evacuation contingency and warning plan to evacuate the adjacent area in the event of a toxic spill, toxic gas release, Port fire, or other manmade disaster and keep its plan up to date, ensuring that is consistent with city and county emergency plans. This plan shall be filed annually with the City no later than June 1<sup>st</sup>.

BUDGETARY AND FINANCIAL PROCESS

The Port of Fernandina shall implement a budgetary process that balances Port revenues, operating expenses, and capital expenditures needed to satisfy the anticipated market demand and capture new market share.

COMPETITIVE FEES

The Port of Fernandina shall monitor tariffs and fees charged by neighboring ports, both north and south, and shall implement a competitive fee structure.

CAPITAL IMPROVEMENT PLAN

The Port of Fernandina shall update its capital improvement plan annually to reflect budgetary and market changes, prioritizing implementation to obtain the best return on facility investments. The capital improvement plan shall be filed with the City annually on or before June 1<sup>st</sup>.

FUNDING OF PUBLIC UTILITIES

The Port of Fernandina shall pursue diverse funding opportunities to accelerate the rate at which it can implement its capital improvement plan.

LEGISLATIVE BRIEFING

The Port of Fernandina shall prepare a briefing for area legislators, the City, and the public in the fall of each year to review the Port's financial status, proposed capital improvement budget and to reacquaint them with the Port's economic impact on the region and the important of its needs being addressed in the state's budget process.

The Port of Fernandina shall actively seek grant funds from state and federal sources and shall supplement funding needs not met by grants with loans from commercial lending institutions and/or governmental entities.

The Port of Fernandina shall explore opportunities for public/private partnerships in the development and redevelopment of the Port.

The Port of Fernandina shall work with the City of Fernandina to insure that port maintenance and development or redevelopment activities are compatible with and support the programs and policies contained in the City's Comprehensive Plan.

The Port of Fernandina shall coordinate its planning and development efforts with the City of Fernandina Beach to insure that the Port's planned projects and land uses comply with the City's Comprehensive Plan, including the Conservation and Coastal Management Element and Land Development Code and are compatible with adjacent land uses.

The Port of Fernandina shall continue to coordinate with the Fernandina Beach Historic District Council to ensure preservation and restoration of significant historical sites that fall within the jurisdiction of the Port Authority facility. Where Port property is adjacent to the Historic District, a 30-foot landscaped buffer shall be maintained.

The Port of Fernandina shall coordinate with the City to ensure the provision of adequate infrastructure and utilities for Port operations.

The Port of Fernandina shall be proactive in coordinating its development efforts with local, state and federal permitting agencies and other private entities to ensure that its development and operations are carried out in accordance with the public interest and regulatory requirements.

The Port of Fernandina shall obtain community input prior to implementing any Port development program.

The Port of Fernandina shall comply with the provisions of the permits governing its in-water and upland development program.

The Port of Fernandina shall coordinate its development and redevelopment program with applicable agencies to promote sound planning and economic opportunities.

The Port of Fernandina shall support the economic development initiatives of the City of Fernandina Beach, by pursuing activities that expand economic opportunities.

The Port of Fernandina shall review the economic development initiatives of Nassau County and support when consistent with the City of Fernandina Beach Comprehensive Plan.

In addition to city and county governments, the Port of Fernandina shall cooperate with the Northeast Florida Regional Council; the St. Johns River Water Management District; the Florida Departments of Transportation, Environmental Protection, and Economic Opportunity; the U.S. Army Corps of Engineers, and other applicable agencies in implementing the goals, objective and policies as delineated in the Comprehensive Plan.

The Port of Fernandina shall develop a strategic plan with a 10-year horizon which shall at a minimum include the elements listed in FS 311.14 – Seaport Planning and which adequately addresses the applicable requirements of FS 163.3178. To the extent feasible, the port master plan must be consistent with the City Comprehensive Plan.

The Port of Fernandina shall submit the Master Plan to the City for consistency review with City of Fernandina Beach Comprehensive Plan. Any inconsistencies that cannot be resolved with the Port of Fernandina shall be noted in the Port Master Plan and shall not be adopted in the Comprehensive Plan by reference.

To help achieve its primary goal of economic development, the Port of Fernandina may cooperate with other Northeast Florida interests as they seek to expand the region's commercial and industrial base.

The Port of Fernandina may participate in the efforts of local and regional groups pursuing area wide economic development.

The Port of Fernandina may cooperate with JAXPORT to pursue areas of common interest, such as cargo handling synergies, regional promotional campaigns and special funding opportunities.



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