



OCEAN HIGHWAY & PORT AUTHORITY
Nassau County, Florida

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

AGENDA
February 11, 2025

- 1. Public Meeting Call to Order, 6:00 PM – Chairman**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Roll Call:** Miriam Hill, Sec/Treasurer-District 1; Scott Moore, Vice Chair-District 2; Justin Taylor, District 3; Ray Nelson, Chair-District 4; Mike Cole, District 5
- 5. Welcome Guests (Chair)**
- 6. Public Comments** on non-agenda items (Comments submitted prior to the meeting, limit 3 minutes per speaker)
- 7. Approval of Minutes**
 - a. January 14, 2026
 - b. January 28, 2026 Special Meeting
- 8. OHPA Attorney Report**
- 9. OHPA Accountant Report**
 - a. Financial report – January 2026
 - b. Draft Audited Financials and MD&A (Action Item)
- 10. Port Operator Report**
 - a. Tonnage and Facility Use Fee Reports – January 2026
 - b. Facilities Report/Port repair update
 - c. New Business Report
- 11. Old Business** (Public comments permitted. Limit 3 minutes per speaker)
 - a. Fabric Warehouse (Update, surveys/permits from Operator)
 - b. Renegotiation of Operating Agreement (Updates, Letter of Intent, Amendment recommendations)
 - Court Order
 - Notice of Appeal
 - c. Maintenance Dredging (Funding, Updates)
 - d. FSTED Meeting (Updates, Tallahassee Feb. 3-4)
 - e. Shrimp Fest (Updates)
- 12. New Business** (Public comments permitted. Limit 3 minutes per speaker)
 - a. NPDES Stormwater Inspection (Inspection February 17)
 - b. RFP Website Redesign and ADA Compliance (Negotiation updates)
 - Engagement Letter (Action Item)
 - Website content (Board directions/recommendations)
 - c. Grant Matching Letter Agreement (Update)
 - Crane
 - Automated Security Gates
 - d. OHPA Meeting Calendar

13. Office Manager Report

14. Port Commissioner Items (Other business to come before the Board)

15. 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 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 – Secretary/Treasurer, District 1
Scott Moore – Vice Chairman, District 2
Justin Taylor – Commissioner, District 3
Ray Nelson – Chairman, District 4
Mike Cole – Commissioner, District 5

Monthly Meeting Minutes

January 14, 2026

The Ocean Highway and Port Authority, Nassau County, held its monthly meeting on Wednesday, January 14, 2026, at the Peck Center, Willie Mae Ashley Auditorium, 516 S 10th Street, Fernandina Beach, FL 32034.

1. Public meeting (Call to Order) – Chair

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

2. Invocation

Commissioner Cole gave the invocation.

3. Pledge of Allegiance

Commissioner Cole led the pledge.

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

Rossana Hebron, Administrative Office Manager, conducted the roll call. All Commissioners were present. Also in attendance were Tammi E. Bach, OHPA Attorney; Pierre LaPorte, OHPA Accountant; and Ted McNair, Port Operator.

5. Welcome Guests (Chair)

Chair Nelson acknowledged and welcomed the audience.

6. Public Comments on non- agenda items (Comments submitted prior to the meeting, limit 3 minutes per speaker)

There were no speaker cards submitted for this session.

7. Approval of Minutes

a. December 3, 2025

Commissioner Taylor motioned to approve the December 3rd minutes as presented. Commissioner Hill seconded the motion.

The Board voted unanimously in favor of the motion.

8. OHPA Attorney Report

Mrs. Bach reported that OPA has filed a Notice of Appeal challenging the trial court's ruling in favor of the Property Appraiser. The first appellate brief is due toward the end of February, approximately 70 days from the filing date. A response from the Property Appraiser is anticipated 30–40 days thereafter. The litigation timeline is expected to progress slowly, consistent with typical appellate proceedings.

The Operator continues to fund legal expenses for both Gunster and attorney Amy Poulson, representing Worldwide Terminals. A draft common interest agreement has been provided to formalize ongoing fee coverage and information sharing between counsel. Mrs. Bach will review the draft for compliance with

Florida public records requirements and will work with Ms. Poulson to refine the agreement, including clarifying indemnification language.

Mrs. Bach reported that a simple template letter agreement for grants will be presented at the next meeting. The form will document the required match for each grant and confirm the Operator's commitment to provide matching funds before any grant agreement is submitted. Mrs. Bach, including Ms. Poulson, will review the draft prior to Board consideration.

RFP Security Services

Mrs. Bach reported the comparison work requested at the prior meeting was not completed due to inconsistent pricing formats across the three proposals and the need for clearer direction. Commissioners were asked to identify the specific pricing categories they wish to evaluate—such as hourly rates, monthly estimates, benefits, and leave provisions—to support an “apples-to-apples” executive summary. In the absence of additional direction, she will prepare the most consistent comparison possible.

Commissioner Hill discussed standardizing key cost categories for a “best and final” request, including annual and monthly costs, rates for site supervisors and security officers (regular and overtime), any holiday differentials, PTO implications, and vehicle costs. Staff will refine the comparison based on this guidance. She emphasized the importance of maintaining strong communication between the Board and Allied’s on-site security personnel, noting that this oversight is a critical component of OHPA’s position in the property appraiser litigation. She acknowledged that consistent engagement in recent years contrasts with prior periods of limited oversight under the former operator, which contributed to the current dispute. She recommended that ongoing communication expectations be incorporated into the final security services agreement.

Chair Nelson expressed frustration with the ongoing process of selecting a new security contractor, emphasizing the need to make a decision and move forward. He suggested rejecting all proposals and sticking with the current contractor, Allied, while Vice Chair Moore debated the merits of this approach. Mr. McNair, Port Operator, discussed the possibility of negotiating with Allied for a better deal.

Chair Nelson urged the Board to take action at this meeting to retain Allied as the security contractor, noting that delaying the decision further is unnecessary and counterproductive. He emphasized the need to stay ahead of contract timelines, pointing out that the current agreement renewed in August and discussions did not begin until late September. The Board was encouraged to vote to move forward and address any desired adjustments during negotiations for the 2026–27 contract. A call was made for a commissioner to offer a motion.

Vice Chair Moore moved to direct Mrs. Bach to pause negotiations with the three bidders (Allied, Giddens, and Weiser) and to defer the decision to the January 28 meeting. Commissioner Cole seconded the motion.

The motion passed on a 3–2 vote, with Commissioners Hill and Taylor dissenting.

9. OHPA Accountant Report

a. Financial report – December 2025

The financial report was included in the meeting packet for reference.

Audit Update: Mr. LaPorte reported that the first half of the audit payment is consistent with prior years. The audit is ongoing, with follow-up questions underway after the field visit. Work continues on the Management Discussion and Analysis (MD&A), which provides the Port Authority’s narrative input for the annual report. A draft of the financial statements is expected within the next couple of weeks, after which the MD&A will be circulated for Board review and comments. Account balances were briefly noted.

Commissioner Hill inquired about the pilot fees that the Operator collects as part of the tariff line items. She explained that in 2023 the tariff was amended to include a new fee intended to cover PILOT payments going forward.

Mr. LaPorte explained that last year’s grant was received on September 15 to support a payment due October 1, leaving the Authority approximately \$8,000 short. This year, the amount is expected to fully cover the required fee. No report has been requested yet, and the funds are not currently being remitted to the Authority or to any account.

The Board requested to include updates on collections in the Operator's operating report.

Vice Chair Moore noted that part of the Property Appraiser's decision referenced a lack of oversight and limited commissioner awareness of financial matters. He emphasized the importance of demonstrating clear knowledge of incoming funds, even when those amounts must later be reimbursed to the operator for insurance.

10. Port Operator Report (Port of Fernandina)

a. Tonnage Report – December 2025

The tonnage report was not included in the packet due to its late receipt.

Mr. McNair noted that overall cargo volumes for the month were lower than hoped, though wood pulp imports were strong. A scheduled KLB vessel was missed due to mill supply issues and finalizing a commercial agreement, but container activity—particularly with Somers Isle—remained steady and slightly improved. Looking ahead, January is expected to be a strong month, with one pulp ship already completed and a fully loaded KLB vessel currently underway.

KLB volumes returning are viewed as especially positive due to their significant job-creation impact. Tariffs continue to affect certain cargoes, particularly Brazilian shipments, creating challenges for customers such as Equitex. He also reported ongoing work on a bagged-salt contract and continued, though inconsistent, communication with Green Tide regarding their anticipated service start date. Regular customers remain steady despite tariff-related pressures.

Additionally, Mr. McNair discussed engineering studies for a potential project on friendly road property to complement the port, noting it was in early stages. He highlighted the importance of the Port's service, mentioning that container lines find it cheaper to use tramp vessels than containers due to tariffs.

b. Facilities Report

Mr. McNair reported that Port lighting issues are being addressed, with Mr. Zittrauer directed to begin replacing bulbs, fixtures, and improvements expected by month-end. Fender replacement remains several weeks out, and he emphasized the importance of avoiding delays in the related grant process. It was also noted that two roll-up doors in Warehouse One are being replaced, with completion anticipated in approximately one month.

c. New Business Report

Mr. McNair discussed container lines from Mexico, stating they were firmly established in Tampa and Baltimore but still planned to add Fernandina as a southeastern stop, though there were delays in implementing this plan.

11. Old Business (Public comments permitted. Limit 3 minutes per speaker)

There were no public comments submitted.

a. Fabric Warehouse (surveys, permits from Operator)

Mr. Zittrauer reported that the City completed its site visit and provided the required water-flow, static, and pressure information. That data has been forwarded to Big Top, whose team is now reviewing it. He is awaiting an update from Big Top before scheduling a meeting with the City's Technical Review Committee (TRC). The remaining step is receiving the final information needed for fire-suppression permitting before proceeding to the TRC.

Chair Nelson addressed a potential 30-day notice for demolition of the fabric warehouse at the Port. If not executed within a certain time, there may be fines levied. He plans to visit City Hall to investigate.

Mrs. Bach noted that the issue in question falls under City code enforcement and that the City previously issued a Notice of Violation, which typically provides 30 days for compliance before a case may be scheduled before the Code Enforcement Board. OHPA would have the opportunity to appear and request additional time if needed. It was observed that the City has not yet pursued further action, likely as a courtesy, though it retains the authority to issue another notice at any time. The individuals who recently visited the site were likely from the Building Department rather than Code Enforcement or the Fire Marshal.

Mr. Zittrauer is awaiting Big Top's fire-suppression permitting report, the final item needed before returning to the Technical Review Committee. All other requirements, including the updated 100-year flood zone, are complete. Commissioner Hill requested that OHPA, as the property owner, be copied on all related correspondence and properly listed on project materials.

b. RFP Security Services (Action Item, Selection of vendor) ****Decision deferred to January 28, 2026*
Discussed under OHPA Attorney Report/RFP Security Services.

c. OHPA 2026 Meeting Calendar/Location (Action Item)

A copy of the Facility Use Agreement was distributed to the full Board prior to the meeting for review. The Board reached consensus to move regular meetings to the first and third Mondays of each month, with the potential to relocate to the City Chambers. Mrs. Hebron will contact the City Clerk regarding the proposed schedule change, which remains subject to City Commission approval.

Vice Chair Moore moved to establish the first and third Mondays for the OHPA Board meetings. Commissioner Taylor seconded the motion.

The Board voted unanimously in favor of the motion.

12. New Business (Public comments permitted. Limit 3 minutes per speaker)

- a. Court Order** (Property Appraiser Matter, Updates)
- b. Notice of Appeal** (Property Appraiser Matter, Updates)
- c. Property Appraiser Final Judgment and OHPA PILOT Payment Agreement With the City**
- d. Renegotiation of Operating Agreement**

Copies of the Final Order Property Appraiser Case and Notice of Appeal 2025 were included in the meeting packet for reference.

Counsel provided an update on the ongoing property appraiser litigation. Two lawsuits are involved: the property appraiser's 2022 challenge to the Value Adjustment Board's ruling that OHPA is tax-exempt, which the property appraiser appealed, and OHPA's separate statutory lawsuits contesting the denial of tax-exemption status for tax years 2021–2025. Each October, the certified tax roll triggers a 60-day deadline for OHPA to file objections, and the filing for 2025 has been completed. Counsel noted that the newly filed 2025 case is procedural and unrelated to the trial court's current order. A key paragraph from the court's order was identified and read into the record, page 26:

In sum, Nassau Terminals has control and the exclusive right to use the port. Nassau Terminals has priority access, use, and operation of all land, buildings, docks, wharves, and equipment at the port. Nassau Terminals oversees the day-to-day operations of the port, including providing skilled labor and equipment to accomplish cargo handling and warehousing functions. Nassau Terminals advertises and solicits shipping business and is responsible for determining the fees associated with the port other than the tariff rates. Although Nassau Terminals must provide reports to OHPA, there is no indication that these reports are not already maintained as part of the port operations and they do not require extensive involvement from OHPA. There is nothing in the Operating Agreement that allows OHPA to maintain an absolute right to any use of the port as the City maintained in City of Gulf Breeze. OHPA completely lacks the right to any "concomitant exclusive use" relied upon in that case. The Court required both extensive control and the continued right to use the property to establish the exclusive use necessary to be entitled to the exemption.

Counsel noted that the trial court's order was unfavorable, particularly regarding the court's view of OHPA's operating agreement and its relationship with the Port Operator. Counsel reiterated that OHPA continues to believe its tax-exemption arguments are strong, despite the trial court's disagreement. The decision has been appealed, and the outcome could change on review. The appellate process is expected to take at least one to two years before a final decision is issued.

No taxes are expected to be due or collected until the appeal is resolved. Counsel also confirmed that all shade-meeting transcripts will remain confidential and exempt from disclosure until the conclusion of the appellate proceedings.

Counsel explained that a \$100 de minimis payment is required to maintain the 2025 tax-exemption lawsuit and requested the Board's approval. Without the payment, OHPA would be deemed to accept the 2025 taxes.

Both Mr. LaPorte and Mrs. Hebron affirmed that OHPA has never remitted a de minimis tax payment, as OHPA has historically been tax-exempt.

Vice Chair Moore moved to approve a symbolic payment of \$100 to the Nassau County Tax Collector for the 2025 Property tax. Commissioner Cole seconded the motion.

Discussion: Commissioner Hill noted that Derek Bruce, Gunster counsel, views a good-faith payment as a ministerial step to show OHPA met the procedural requirement needed to challenge the tax assessment. She recalled that historically, anything less than the full assessed value was not considered sufficient, though OHPA's position remains that no tax should be owed. She added that OHPA followed one approach for three years but missed a deadline in 2023 due to notices being sent knowingly by the Property Appraiser to an old address, creating a filing gap. As a result, OHPA will be taking a different procedural approach for the 2025 tax year.

Commissioner Hill cited a portion of the 2025 Notice of Appeal:

In the instant case, the failure to timely file suit to contest the 2023 tax year precludes this Court from retaining jurisdiction...Payment of anything less than the full amount of taxes levied cannot be considered a good faith payment under Wright or Higgs. It is undisputed that the taxes were unpaid and became delinquent...

Commissioner Hill noted that a \$100 payment on a \$500,000 tax bill is not a meaningful good-faith payment. Mrs. Bach clarified that the judge's language in the order likely refers to the requirement to pay the 2023 taxes following the trial court's ruling, not to the separate statute governing OHPA's challenge process. Both commented that they disagree with the order.

The Board voted unanimously in favor of the motion.

Both Vice Chair Moore and Commissioner Taylor discussed the need to renegotiate the Operating agreement, as the current arrangement was deemed problematic by both the court and Board members.

Mrs. Bach explained that the court's order suggests OHPA could lose the appeal primarily because of the current operating agreement and the level of control it provides to the Port Operator. Florida law allows private management of public assets, but only when the public entity retains clear control and any private profit is merely incidental. She noted that, under the existing agreement, OHPA lacks sufficient visibility into the Operator's broader business activities, which aligns with concerns raised by both the court and prior boards. The core issue identified by the court is not revenue, but the degree of operational control held by OHPA.

There was discussion about potentially co-locating administrative space with the Operator to strengthen oversight and revenue control. The Board agreed that, while day-to-day operations should not be micromanaged, greater fiscal oversight and clearer documentation of agreements with the Operator are necessary.

Commissioner Hill noted that past weaknesses in the prior Operator's contract were exploited and publicly visible, underscoring the need for written amendments or documented procedures. She stressed that OHPA must formally address these issues, as the impacts of prior years cannot be ignored, and acknowledged that the current Operator is bearing the consequences of its predecessor's actions.

Mr. LaPorte noted that the operating agreement has remained largely unchanged for 30 years, and the most significant shift over that period has been the bond structure. Historically, OHPA-issued bonds were paid through revenues deposited into a bond trustee account, with the trustee controlling funds for operating costs.

For decades, per-ton, wharfage, and dockage fees were directed toward bond repayment. With the bonds now paid off and no longer requiring those dedicated revenues, those fees were removed. This change represents the most substantial financial control shift in the port's recent history.

Mr. LaPorte outlined the timeline of the Port's bond history. The original OHPA-issued infrastructure bonds—guaranteed by Kinder Morgan and paid from port revenues—were required to be retired as a condition of the sale to Nassau Terminals. After the 2019 operating agreement was executed and the original bonds were paid off, new conduit bonds were issued several years later. Unlike the original bonds, the conduit bonds are held and paid by Nassau Terminals (or its affiliated entity), with OHPA serving only as the conduit issuer. Prior to this transition, all bond obligations were reported as OHPA financing.

It was confirmed that the \$100 remitted to the Tax Collector will be reimbursed by the Operator, as the expense relates to the property appraiser matter. Mr. McNair agreed to accept an invoice to Relay for reimbursement.

Commissioner Hill noted that, in a prior public-records case, the former operator gave sworn testimony that included statements later shown to be objectively false—specifically, the claim that the port was a private enterprise and its records were private business records. This misinformation triggered the property appraiser's concerns, which he referenced in his deposition.

Mrs. Bach suggested issuing a formal letter, signed by the chair, outlining the Port Authority's concerns and requesting that the operator renegotiate the agreement in good faith. Commissioner Hill stated that the identified issues should be resolved through a formal agreement. She emphasize that the Port's operations are accessible and transparent—commissioners can visit, staff are available, records requests are answered, and public tours have been provided. She disagree with any suggestion that the operations are not public business. She recommended that the Board schedule a workshop to address these matters collaboratively.

Commissioner Hill emphasized the need to respect the accountant's role in supporting tax compliance and asks what part he wishes to play in developing an amendment to the Operating agreement that would satisfy tax-exemption requirements. Mr. LaPorte explained that while he can advise on internal and financial controls, determining the legal criteria for tax-exempt status requires a tax attorney. Commissioner Hill noted that the Board currently has no tax advisor and should engage one to ensure accuracy. She also clarified that Derek Bruce, Gunster, and his firm cannot advise on changes to the Operating agreement due to potential conflicts with Nassau Terminals.

Mr. LaPorte explained that the Operating agreement was not completely rewritten because preserving the Port's tax-exempt status required keeping the existing structure largely intact. For that reason, only targeted updates were made rather than drafting an entirely new agreement.

He also noted that Clyde Davis, former OHPA Attorney, participated in all discussions about the agreement but did not raise his objections until the final meeting, just before approval. His concerns were not mentioned at any point during negotiations with the new Operator.

Vice Chair Moore noted that the current board has a responsibility to learn from the last negotiation and avoid repeating past mistakes.

Commissioner Hill asked whether the firm, Trask Daigneault, can manage the negotiation or would need co-counsel. Mrs. Bach explained her firm is fully capable, may involve another board-certified attorney internally, and will alert the board if specialized expertise is needed. She recommended starting from the existing agreement.

Mrs. Bach added it was too early to predict outcomes, as both parties must bring ideas to the table. Chari Nelson stressed the urgency of moving quickly into a workshop, developing proposals, involving the Operator, and resolving the issues without delay.

The Board ultimately decided to initiate discussions and negotiations of the Operating agreement at the next meeting on January 28, labeled Special Meeting. Mrs. Bach will research case laws and draft a template of a management agreement for Board review.

Mrs. Bach cautioned that the Operator is not obligated to renegotiate and could decline to participate, choosing instead to stand on the existing binding agreement and work with OHPA only on defending or appealing the court decision. She emphasized the need for the Board to be prepared for that possibility so that any scheduled meeting time remains productive, even if the Operator opts not to engage.

Chair Nelson revisited the Property Appraiser Final Judgment and the OHPA PILOT. Mrs. Bach confirmed the PILOT payment is still required. The City agreement states that if OHPA is ever required to pay property taxes, the PILOT payment would end. Questions about potential refunds fall under legal counsel's, Patrick Krechowski, delegation. He will address that if the issue arises.

e. PTGA for USCBP on Port Facility #425897-2-94-01 (Action Item)

The board also reviewed a grant application for PTGA, which includes both construction and planning phases, but decided to postpone entering into the grant agreement until a corresponding agreement (matching grant funds) with the Operator is in place.

A resolution was prepared that expresses OHPA's expectation that the Operator will cover the matching costs; however, Mrs. Bach noted that the resolution does not legally bind the Operator. She reiterated that OHPA cannot absorb those expenses and emphasized that grant agreements should not be executed or submitted unless matching obligations are secured.

Commissioner Hill reported the team met with Customs and Border Protection (CBP) group. Mr. McNair is new and has had limited interaction with the agency. She asked about rent payments and possible co-location, but those ideas were not well received. Tammy Gibbons, CBP Manager, said their requirements had already been significantly reduced, but Commissioner Hill noted many of those required accommodations do not exist in the current facility, raising questions about where realistic middle ground might be.

The agency is seeking next steps from OHPA on how their requests will be met. Commissioner Hill proposed creating a timeline outlining key actions: executing the FDOT grant agreement, identifying funding gaps, assessing existing space, and flagging any clear non-starters or potential cost-saving adjustments. She suggested previewing these issues with the agency but advised against asking them to redline the charrette, as they are unlikely to do so.

Commissioner Hill moved to defer further conversation of this item to the first February meeting. Vice Chair Moore seconded the motion.

The Board voted unanimously in favor of the motion.

Commissioner Hill was authorized to work with Mrs. Bach and Mr. McNair to prepare an update letter for submission to CBP by January 21.

f. Maintenance Dredging at the Port (Update)

Maintenance dredging completed in November–December was successful. New shoaling of 8–9 feet has developed on the south end of the pier, creating a significant issue. Chair Nelson consulted with the Army Corps of Engineers (ACOE) about potential grant funding for additional maintenance dredging. Prior records show that similar dredging work was funded using leftover grant funds. Chair Nelson will meet with the ACOE to explore funding options and possible approaches, including low-cost mechanical removal similar to past efforts. Travis Zittrauer, Port Terminal Manager, will participate in the meeting.

g. Legislative Lobby Days - 2026 Session (Information, Moore)

Vice Chair Moore noted that the legislature is back in session and reviewed upcoming lobby days that may be relevant. With no lobbyist or Florida Ports Council support, commissioners were encouraged to visit legislators as schedules allow, even for general port discussions or specific issues raised by the Operator. He also discussed establishing annual legislative priorities so commissioners have a clear list to reference when meeting with state representatives.

Chair Nelson reported he plans to travel to Tallahassee to speak with legislators. He discussed Seaport Day at the Capitol and suggested it would be beneficial to have OHPA representation. Although OHPA is

no longer a Florida Ports Council member as of January 1, Vice Chair Moore noted they have continued participating in calls and legislative committee meetings.

Commissioner Taylor have attended legislative meetings in Tallahassee in the past and offered his assistance to seek more resources and appropriations.

Commissioner Cole have also participated in the past with the Rural County group and Florida Ports Council and plans to attend again.

h. Incidents at the Port of Fernandina (Updates)

Chair Nelson provided updates on two recent security incidents at the port. In the December 10 incident involving three teens, all were charged with felony trespassing on critical infrastructure. In the December 18 incident, the individual involved is also being charged with the same felony. Mr. Zittrauer has implemented security improvements, including enhanced lighting. The Chair emphasized the seriousness of breaches inside the restricted area and noted that the Coast Guard is closely monitoring the situation. The State Attorney's Office now has all relevant information and is handling both cases.

Vice Chair Moore emphasized that each security incident should be treated as an opportunity to evaluate what went wrong, identify gaps such as lighting or camera issues, and take corrective action. Every incident should include an after-action review to pinpoint deficiencies and recommend steps to prevent future occurrences.

Mr. McNair suggested requesting a root-cause analysis from Allied, noting the individual moved through the port for an extended period and was visible on video despite poor lighting. While no harm occurred, members expressed interest in identifying whether any actions or responses could have been improved.

Chair Nelson noted that once the incident was reported to the NRC, the notification quickly reached the appropriate officers in Jacksonville. The Port team was commended for prompt reporting, and it was emphasized that the port is no longer a "sleepy" facility—highlighting the need for heightened awareness and security vigilance.

i. Committee Assignments (Action Item)

The Chair suggested some rearrangements with the committee assignments:

Port of Fernandina Facilities report – Nelson
FDOT/FSTED – Moore
Customs House/CBP – Hill
Army Corps of Engineers – Cole
Emergency Management – Taylor
Transportation Planning Organization (TPO) - Hill
Technical Advisory Committee – Moore

Commissioner Cole noted that although it may appear OHPA is still aligned with NCEDB, the board voted 3–2 in September not to fund them for the current fiscal year. Because OHPA is no longer a paying member, he announced he will resign from the NCEDB board, stating that OHPA should not participate if it is not contributing as an investor.

Commissioner Hill reviewed the Port's five-year long-term project list, which is updated annually and used to support future grant applications. Two wording changes were proposed: replacing "electric-powered equipment" with "mobile equipment (forklifts and other rolling stock)" and revising warehouse language to include "new and existing refurbishment" rather than only new covered storage. These adjustments do not change project priority order. With no objections, the Board reached consensus to submit the updated list to FDOT.

Commissioner Hill discussed strengthening representation on the TPO's Technical Advisory Committee (TAC). Chairman Nelson recommended adding members from the Nassau County School Board's transportation division. Commissioner Hill suggested from Emergency Management, noting their significant roles in traffic, planning, and incident response. She also highlighted the value of the TPO

facility's real-time transportation monitoring capabilities (911 calls) and emphasized the need for more consistent city and county participation, as TAC meetings often require staff-level input on active transportation issues.

The Board also decided in September not to renew its membership with the Florida Ports Council (FPC) in order to maintain a balanced budget for the fiscal year. As a result, no commissioner was assigned to the FPC. Vice Chair Moore will continue participating in the weekly virtual meetings for as long as OHPA remains included.

13. Administrative Office Manager Report

A copy of the AOM report was included in the meeting packet for reference.

Mrs. Hebron reported receiving 50+ RFP website proposals, with 32 firms choosing to remain under consideration after being notified of the \$8,000 project budget (per Mrs. Bach's directions). Because 32 proposals are too many for the full Board to review, she requested Board direction on parameters for creating a transparent and defensible shortlist.

Commissioner Hill discussed narrowing the RFP pool by excluding all out-of-country bidders and limiting consideration to firms with a U.S. presence. She also recommended that future RFPs require vendors to be registered to do business in Florida, which can be verified through Sunbiz.gov. Firms not registered in Florida should not be considered.

Counsel explained that creating a shortlist is permissible as long as the Board directs staff—not other board members—to conduct the initial evaluation. Staff and contracted staff may review all submissions, determine which meet the basic criteria, and narrow the pool. This process is considered an allowable preliminary evaluation rather than a formal scored selection.

The Board directed Mrs. Hebron to prepare a shortlist of 10 bidders based on the criteria mentioned.

14. Port Commissioner Items (Other business to come before the Board)

There were no Commissioners reports.

15. Adjournment

With no other items brought before the Board, Chair Nelson adjourned the meeting at approximately 9:16 PM.

Date _____

OCEAN HIGHWAY & PORT AUTHORITY



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

Monthly Meeting Minutes

January 28, 2026

The Ocean Highway and Port Authority, Nassau County, held a Special meeting on Wednesday, January 28, 2026, at the Peck Center, Willie Mae Ashley Auditorium, 516 S 10th Street, Fernandina Beach, FL 32034.

1. Public meeting (Call to Order) – Chair

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

2. Invocation

Commissioner Cole gave the invocation.

3. Pledge of Allegiance

Chair Nelson led the pledge.

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

Rossana Hebron, Administrative Office Manager, conducted the roll call. All Commissioners were present. Also in attendance were Tammi E. Bach, OHPA Attorney; Pierre LaPorte, OHPA Accountant; and Ted McNair, Port Operator.

5. Welcome Guests (Chair)

Chair Nelson acknowledged and welcomed the audience.

6. Public Comments on non- agenda items (Comments submitted prior to the meeting, limit 3 minutes per speaker)

There were no speaker cards submitted for this session.

7. Current Business (Public comments permitted. Limit 3 minutes per speaker)

The Chair deferred Item 7a to the end of the meeting for discussion. The full Board did not object to the Chair's request.

a. Renegotiation of Operating Agreement

- Court Order (Property Appraiser Matter, Updates)
- Notice of Appeal (Property Appraiser Matter, Updates)
- Property Appraiser Final Judgment and OHPA PILOT Payment Agreement With the City

The Board was informed that the court issued orders finding OHPA liable for taxes for 2021, 2022, 2023, and 2024. A Notice of Appeal was filed within the required 30-day deadline, and the matter is now pending in the appellate court. Gunster Law Firm, the counsel at the trial level and continues through the appeal, must be paid for its services. Mrs. Bach reported receiving confirmation from Amy Poulsom that a letter will be provided affirming payment of the appellate fees pursuant to the indemnity and bond indenture documents, with a reservation of rights. For practical purposes, the fees for the appeal will be covered.

Mrs. Bach reported that the final court order was forwarded to the City Attorney for awareness regarding any potential impact on the PILOT payment agreement. Any legal implications for the agreement will be handled by a separate counsel. Because the tax matter is under appeal and tax payments are stayed, operations under the existing PILOT arrangement are expected to continue as usual, with all parties informed of the status.

The Board discussed the operating agreement in light of the Property Appraiser's recent press release, which identified the agreement as a central issue. It was noted that the agreement allows OHPA, one year before the end of the initial term in 2027, to issue an RFP to explore other potential port operators. Any such process would still be subject to the current operator's contractual right of first refusal, allowing them the opportunity to match or negotiate before any new operator is considered.

The Board revisited the operating agreement and noted that many of the issues had been discussed at the prior meeting. Counsel stated that, before proceeding, the Board needs clarity on whether the operator is willing to engage in revisions. Counsel offered to outline, at a conceptual level, the areas that may need to be addressed to satisfy the Property Appraiser's concerns.

Commissioner Taylor emphasized the need to review the court's findings, identify each issue raised, and address them systematically. The question was posed as to whether the operator is willing to engage in this process to align the operating agreement with the Property Appraiser's interpretation. It was noted that continuing solely with the appeal could leave OHPA in the same position in two years, potentially owing significant additional taxes. He urged moving forward promptly on operating-agreement revisions.

Vice Chair Moore reiterated the urgency of addressing the court's judgment, noting that while an appeal is underway, OHPA must determine how to prevent continued financial exposure. He emphasized that the most direct path to stopping further tax liability is to address the issues identified by both the judge and the Property Appraiser, which point to the Operating agreement as the core problem.

Commissioner Hill reviewed Judge Aho's order, focusing on the section beginning on page 24 regarding the interpretation of "exclusive use" in the Operating agreement. She expressed respectful disagreement with the court's reading of the exclusivity language, noting that in contract law, exclusivity or a minimum payment is typically required for a contract to carry financial value and to support bonding or financing. She explained that exclusivity in this context ensures the Operator has a defined right to perform cargo-handling services without competition from another operator hired by OHPA, which is necessary for the agreement to be bankable. She emphasized that this exclusivity does not and should not restrict OHPA's access to facilities, records, or oversight functions. She suggested that an MOU or amendment could clarify that exclusivity applies only to cargo-handling services and does not limit OHPA's ability to engage other entities for non-cargo-handling activities or new business lines.

She continued to discuss the portion of the court order stating that OHPA lacks physical access to the port facilities, a conclusion the court based on deposition testimony. She noted that this does not reflect actual practice and recommended that OHPA and the Operator meet to clarify and document that OHPA does, in fact, have access to the facilities, maintains the security contract, and serves as the primary point of contact for Customs, FDOT, grant agencies, and other governmental partners. She emphasized that these operational realities are not explicitly stated in the current operating agreement and should be formally articulated.

Commissioner Hill also reiterated that under OHPA's Charter, revenues derived from public assets must be deposited into an account in OHPA's name, as required by Section 4 of the Charter. She noted that OHPA's authority is limited to powers expressly granted by the Legislature, underscoring the need for compliance with the charter's revenue-handling requirements.

The Operator stated that he was present without counsel and was participating in good faith to listen and understand OHPA's concerns. Vice Chair Moore emphasized the need to structure an amended operating agreement that clearly defines the relationship and affirms OHPA's control and oversight responsibilities. The Operator acknowledged the importance of the agreement to both parties, including its connection to existing bonds, and asked OHPA to specify the exact changes or clarifications being requested so he could bring them back to his team for review.

Commissioner Taylor noted that the current structure resembles a lease arrangement in which revenues flow directly to the operator and OHPA receives a portion, rather than a vendor-services model where OHPA collects the revenue and pays the operator for defined services. He suggested that shifting toward a vendor-contract framework—potentially including an OHPA-controlled revenue account—might simplify the relationship and address concerns raised by Commissioners. Taylor acknowledged he was not speaking to the financial specifics but emphasized the conceptual difference between a lease model and a contracted-services model.

Mr. LaPorte emphasized that if OHPA becomes responsible for property taxes—estimated at approximately \$600,000 annually—the Authority does not have the funds to absorb that cost. He noted that such an expense would likely need to be covered through port tariffs, as there is no other viable revenue source. He stated that the central question is whether the operator is willing to renegotiate or restructure the operating agreement so that the port can return to a tax-exempt status. Mr. LaPorte explained that maintaining the current structure would leave OHPA responsible for property taxes, whereas modifying the agreement to meet tax-exemption criteria would avoid that burden.

Vice Chair Moore suggested reviewing the Gulf Breeze agreement for guidance, noting that while it involves a different entity and circumstances, its structure may offer useful direction on financial arrangements and access provisions. He emphasized that although the situations are not directly comparable, elements of that agreement could inform how OHPA structures its own operating agreement to ensure the special district maintains tax-exempt status.

Mrs. Bach noted that the Florida Supreme Court previously ruled that a municipally owned golf course operated by a private company in the Panhandle remained tax-exempt, despite the property appraiser's attempt to deny the exemption based on the structure of the operating agreement. She stated that reviewing that case could be useful as OHPA evaluates how to structure its own agreement to maintain tax-exempt status and indicated it was on her list for further review.

It was noted that the City's agreements with its private operators function as management agreements, which differ significantly from OHPA's current structure. Under those city agreements, all revenues flow through accounts held in the public entity's name, and the private contractor receives a management fee along with potential incentive payments tied to performance. This model was highlighted as a contrast to OHPA's existing arrangement, where revenues flow directly to the operator.

It was noted that the primary objective is not how a court might interpret the operating agreement in future litigation, but how the Nassau County Property Appraiser—and future appraisers—will view the relationship for purposes of tax exemption. Mrs. Bach acknowledged that these determinations are highly fact-specific and subjective, and while Judge Aho is respected, OHPA believes the ruling was incorrect based on the facts presented. Rather than risk inconsistent outcomes before different judges, she emphasized the need to revise the agreement so that the Property Appraiser can clearly and consistently determine that the port's operations qualify for tax-exempt status.

Mr. McNair questioned whether there was the potential for enacting Section 1.2 of the Operating agreement, though this remains contingent on the outcome of ongoing negotiations.

Mrs. Bach discussed the need for more control over revenues, potentially through joint account holders with operators or OHPA.

Vice Chair Moore moved to formally contact the Port Operator, in light of the recent court decision, to begin negotiations to rewrite or amend the existing Operating agreement in order to avoid future liability. Commissioner Taylor seconded the motion.

The Board voted unanimously in favor of the motion.

The Board agreed to a draft letter of intent outlining the desired changes to the agreement based on the court order. She suggested this approach would avoid getting bogged down in the detailed language of the 30-page agreement.

It was noted that the Board can review and approve a draft at the next meeting, after which the operator may take the draft back to his ownership or governing group for consideration. She emphasized the need for a timely response—whether the Operator is willing to proceed with negotiations or prefers to wait for the outcome of the appeal—so that OHPA can determine its next steps.

Commissioner Hill requested to go on record with her list of key points for the Memorandum of Understanding with the Operator (negotiating the Operating agreement):

- OHPA to have knowledge of and unfettered access to all Port business, records, and facilities.
- The "Exclusive use" provision must be clarified to apply only to competing contractors and not to exclude OHPA from its own facilities.
- The Operator will confer with OHPA regarding new business, especially any that may impact the community or the overall mix of business at the Port.
- The Operator must enter into revenue share agreements with OHPA for all new business lines (beyond cargo handling).
- All proceeds from Port Operations will be placed in an account in OHPA's name to ensure OHPA has control and complies with its Charter.
- Confirmation is needed that the Public Records language in the current agreement does not require updating.
- OHPA will relocate its administrative offices to the Port, with the Operator agreeing to provide office space at no cost.
- The MOU will address the security contract, confirming OHPA contracts directly with the security company, maintains a direct line of communication, and security costs are paid from Port revenue.
- We need to determine if the bond trustee was notified of the Order and if they require notice of our intent to amend the operating agreement.
- A recommendation for Tax counsel is needed to opine on the specific Operating Agreement provision regarding OHPA paying taxes "if they become taxable. -Raised by Pierre at the last meeting that this item was carried forward from the prior operating agreement "to maintain tax exempt status".

Commissioner Hill emphasized that the letter to the Operator should state that the operator will confer with OHPA before pursuing new business opportunities, particularly when proposed activities could affect the local community, alter the port's business mix, or impact OHPA's oversight responsibilities. She emphasized that OHPA's oversight includes considerations such as job creation, community benefits, and potential nuisances. She noted that advance notice is necessary for decisions involving new business lines, operational changes such as adding or removing cranes, or any action requiring agreement on revenue sharing or business planning to ensure alignment with the public interest.

Vice Chair Moore emphasized that OHPA continues to incur significant financial exposure each day the port operates under the current agreement. He noted that outstanding liabilities could reach approximately \$2 million now and potentially \$2–3 million within the next two years, with a statutory interest rate of 12%. He stressed that it is in everyone's best interest to take both the judge's ruling and the Property Appraiser's written concerns seriously and to work in good faith to craft revisions that address those issues and prevent ongoing liability.

The Board agreed the aforementioned list was a good starting point for negotiations.

Mr. McNair invited each Commissioner to engage in monthly conversations with him.

A suggestion was made regarding Section 1.2, noting that if no progress is made by the next meeting at the end of February, OHPA should formally invoke that section. The recommendation was to set this expectation now so that, if no agreement is reached within the next 30 days, the Board is prepared to act under the provisions of Section 1.2.

b. **Matching Fund Agreement** (Action Item)

Mrs. Bach presented a draft template letter to document the port operator's commitment to provide matching funds when OHPA applies for grants that require a match. The template is intended to accompany each grant application at the time the Board approves submitting the application.

Mrs. Bach clarified that reimbursement of legal fees related to grant projects has occurred in the past but is not required by Charter or agreement and remains subject to negotiation.

The Operator found the draft reasonable. His legal counsel will review the document, and it is expected to return for approval at the next meeting.

For new business, the operator will introduce Chris Olfers and defer to him for review of new documents.

Mrs. Bach discussed implementing a process in which a completed commitment letter from the Port Operator accompanies each grant application at the time of Board approval. This approach would ensure agreement on matching funds in advance and avoid delays once a grant opportunity arises. Mr. McNair noted that details such as grant names and amounts can be adjusted as needed. He agreed the process would formalize good-faith collaboration and prevent issues later in the grant cycle. Mrs. Hebron also noted that previously approved grants (Crane and Automated Security Gates) may require retroactive completion of this form.

c. **RFP Security** (Action Item, deferred from January 14)

The Chair relinquished the gavel to the Vice Chair for this portion of the meeting and resumed after its conclusion.

Mrs. Bach noted that although a motion to postpone was made at the last meeting, there was also an attempt to move forward and reject the bids. Because the agenda publicly stated the item was deferred to the 28th, she recommended waiting until that date to take action. She also added that preparation of executive summaries had been paused per prior direction until this meeting.

Chair Nelson stated with a new security cycle approaching, it would be best to leave the current arrangement in place. He expressed concern about the amount of time spent on the matter and moved to reject all security bids received under the RFP, including the three bids previously identified for review.

Chair Nelson moved to reject all bids received for the RFP Security and revisit the matter at a later date. Commissioner Cole seconded the motion for discussion.

Discussion:

Mr. McNair stated he was not opposed to renewing with Allied but asked whether the Commission wished to pursue negotiations to reduce rates, noting that another top-ranked bidder had also been identified. He emphasized that security costs ultimately impact overall expenses.

Commissioner Cole recalled that the Operator had previously asked to explore whether better pricing was available. He directed Mr. McNair to reach out to Allied and negotiate a better rate. Vice Chair Moore stated that any outreach should come from the Board, as the Operator is not responsible for hiring decisions, and referenced the ongoing month-to-month arrangement.

Chair Nelson stated that the Board should set the issue aside, move forward, and revisit security closer to the renewal period in August. He emphasized the importance of starting the review process early rather than after the new cycle has begun. He added that the motion to reject the bids is good business practice and allows the Board to proceed, noting that future discussions with the operator can occur as needed.

Mr. McNair clarified that their intent was not to delay the process, noting the contract includes a 30-day termination provision. They stated that one of the top-ranked firms appears to offer approximately \$38,000 in annual savings based on hourly rates, which form the core cost of a security contract.

Commissioner Taylor noted that decisions about security services ultimately impact the Operator, who bears the cost. He suggested that future discussions—particularly those related to the Operating agreement—should consider whether security services should be included within the Operator's responsibilities, even if subcontracted. He emphasized the need to coordinate with the Operator, since they are financially responsible for whatever the Board decides.

Commissioner Hill asked what key issues should be addressed in the upcoming Operating agreement negotiations, noting that golf cart costs were only one example. Mr. McNair pointed out significant cost differences among bidders—such as golf cart rentals and, more importantly, hourly security rates—which ultimately affect the operator. He also referenced approximately \$8,300 in recent incident-related expenses that he felt were outside his control, explaining why these concerns were surfacing. He emphasized he was contributing to the discussion, not directing the Board's decision.

Commissioner Hill emphasized that the purpose of the procurement process is fairness and that the Authority should act with clear intent. She noted that the Board had agreed to review all proposals for potential termination and that the timing is appropriate. Because the Allied contract operates on a 30-day rolling basis and the vendor has expressed willingness to negotiate, she questioned why negotiations could not proceed without rejecting the bids. Hill expressed concern that issuing an RFP and then discarding the bids may appear unfair and could undermine future procurement efforts, while also consuming unnecessary staff time.

Commissioner Taylor clarified that the appropriate process would be to keep the procurement open, select a vendor to negotiate with, and proceed with negotiations rather than discarding the bids. He noted that this approach maintains continuity, avoids unnecessary resets, and allows the Authority to move forward efficiently.

Mrs. Bach explained that the Board would need to formally rank the top three proposers in order of negotiation priority. She noted that she would also need clear direction on the specific terms the Board wants negotiated. Because the bids were structured differently and not directly comparable, Mrs. Bach suggested that the Operator likely has follow-up questions to ensure an accurate, apples-to-apples comparison among the proposals.

Commissioner Hill clarified that the Board is essentially seeking information on the hourly rate and the golf cart component. She reminded that the Board had previously approved an hourly rate increase because security officers were being paid less than local fast-food wages, and Savage agreed to that adjustment at the time. Mr. McNair noted that Allied is now requesting an additional increase and added that the company is owned by a private equity firm.

Chair Nelson said removing the competing bids would simplify direct negotiations with Allied, since the other proposals varied widely and were difficult to compare. He noted potential savings from eliminating the golf cart but emphasized that Allied had purchased a new one and that other vendors likely would not provide equivalent equipment. He stated that Allied's current team is competent and operating with minimal staffing and suggested maintaining the status quo while the Board reviews the issue further.

Vice Chair Moore requested the Board be polled:
Cole – Yes; Taylor – No; Moore – Yes; Nelson – Yes; Hill – No.

The motion passed by a vote of 3 to 2 with Commissioners Taylor and Hill dissenting.

Vice Chair Moore relinquished the gavel back to Chair Nelson to proceed with the rest of the agenda.

d. RFP Website Redesign and ADA Compliance (Board Bid Tabulations)

Mrs. Hebron noted that a bid tabulation had been requested. She explained that 51 proposals were initially received, narrowed to 32, and then reduced to a shortlist of four qualified bidders. Each was vetted to confirm they were registered to do business in Florida, U.S.-based, and able to work within the \$8,000 budget. Those four proposals were then forwarded to the Board for ranking. Subsequently, only three commissioners submitted their bid tabulations:

Cole – submitted a response with no rankings.

Taylor – Concourse, bizbolster, Encyphers, and Refetch (in that order)

Moore – None; verbally acknowledged Concourse as his first ranked.

Nelson – bizbolster, Refetch, and Encyphers (in that order)

Hill – None; verbally acknowledged bizbolster as her first ranked.

Commissioner Taylor moved to select bizbolster. Vice Chair Moore seconded the motion.

The Board voted unanimously in favor of the motion.

The Chair emphasized the desire to move the process forward and have everything completed before the deadline.

Mrs. Bach suggested that any electronic or written tabulations or notes used in forming rankings should be gathered and submitted to Mrs. Hebron so they can be part of the public record if needed.

e. **FSTED February 2026 Meeting** (Tallahassee, Action Item)

The Board considered sending a representative to Tallahassee on February 3-4 for the FSTED meeting. Vice Chair Moore volunteered and noted that, as he will be in Tallahassee at that time, he will not submit an expense report.

Commissioner Taylor moved to approve Vice Chair Moore to attend the Tallahassee meeting. Commissioner Hill seconded the motion.

The Board voted unanimously in favor of the motion.

f. **Port Incidents** (Costs associated with Port security breaches)

A video review of the recent security breach was discussed. While lighting upgrades are underway and some areas lack adequate illumination, the incident was primarily attributed to the actions of a disturbed individual who remained on the terminal for roughly 40 minutes and ultimately boarded a vessel, Somers Isle. As a result, the Port received a \$3,000 Coast Guard violation and must undergo a third-party facility security assessment, currently estimated at over \$4,200, along with additional video-retrieval costs. The Operator noted that the individual appeared multiple times in clear camera view and expressed concern that overnight camera monitoring was insufficient by the security detail that particular night. With two breaches now on record, the Operator emphasized the financial and operational impacts and noted the limitation that they cannot independently seek accountability or investigation from Allied, as the contractor reports directly to OHPA.

Chair Nelson stated that, based on his review and the opinions of seasoned security professionals, there was no indication of negligence by the security guards during the incident. He emphasized that the intruder was deliberate, experienced, and testing how far he could get without detection, engaging in actions that would be difficult for any security team to prevent. He noted that federal agencies closely monitor the terminal because it is critical infrastructure and that the Coast Guard was dissatisfied due to delayed attention to earlier issues. While acknowledging ongoing lighting deficiencies, he stressed that these can be fixed and that maintaining strong security oversight is essential. He concluded that unless clear negligence could be proven, there is no basis for holding the security contractor financially responsible, though concerns should be addressed proactively in the future.

Vice Chair Moore expressed concern that the intruder remained on port property for more than 30 minutes without detection or response. He stressed that any security breach requires a full after-action investigation to identify failures and corrective measures. Long-standing conditions cannot be justified simply because nothing previously occurred. Now that a vulnerability has been exposed, the port must take decisive steps—potentially including additional night security and improved lighting—to strengthen overall security rather than relying on past luck.

Since the incident, the Port has installed new barbed wire and is replacing lighting at its own expense. A facility security assessment required by the Coast Guard is underway. The Operator expresses concern that no one is addressing potential responsibility on the part of the security contractor (Allied) and emphasizes the need for a root cause analysis. He noted that video monitoring appeared inadequate, with a security officer not observing cameras while an individual was visible on-screen for approximately 38 minutes under sufficient lighting.

Chair Nelson advises that improving security will require increasing nighttime staffing so officers can alternate between 45–90 minutes of camera monitoring and conducting patrols throughout the terminal.

Further discussion explored potential solutions, including technological upgrades, increased staffing, and the need for a comprehensive security assessment. It was agreed that any internal investigation should

come from the Facility Security Assessment (FSA), and there was acknowledgment that while there are no quick, low-cost fixes, the security infrastructure needs significant improvement.

The Operator acknowledged that increasing security staffing or strategies would require additional funding, which is not currently budgeted.

The Port gate is a border and that gate control is a core security responsibility. However, Mr. McNair pointed out that this level of coverage is not formally included in the Operating agreement, suggesting it needs to be documented, negotiated, and resolved going forward.

Commissioner Hill emphasized that security should be directed to work collaboratively with the Operator to conduct a root cause analysis and determine next steps, including following Coast Guard-mandated processes to reduce human error, fatigue, and inattention. She noted concerns about a breakdown in communication and trust between the Operator and the security contractor, suggesting the issue appears to be more about the working relationship than punitive action. She stressed the need for a healthy partnership, given that the Operator pays for security services while OHPA manages the contract. She concluded that all parties must improve coordination, and if needed, OHPA can formally direct the security contractor to cooperate, especially in light of the recent incident.

Commissioner Hill asked the Operator whether he was requesting that OHPA formally direct the security contractor to work with them. Mr. McNair noted he had not issued such direction previously to avoid overstepping. It was clarified that providing security breach reports is already the Operator's responsibility under the Operating agreement and does not require Board action. If the Operator is seeking reimbursement under the contract, that would be a separate matter. Commissioner Hill stated that if the Operator believes formal direction is necessary to ensure cooperation on the security response, the Board could establish consensus to issue that directive.

Chair Nelson offered to contact the General Manager of Allied to arrange a joint meeting with the Facility Security Officer (Phil Wojnaroski) and Assistant FSO (Brandon Pike) to hear from both sides and report back to the Board. It was noted that the Operator is conducting a facility security assessment with consultant Nick LeFleur, who is regarded as highly credible. Chair Nelson asked whether the Operator preferred to wait for that assessment before convening. Mr. McNair agreed to coordinate with Mr. Zittrauer and the FSO to schedule the meeting, to be held at the security office for transparency, with findings to be reported to the full Board.

Vice Chair Moore noted that while the Coast Guard is concerned about the incident, their primary focus is on seeing proactive corrective actions. Coast Guard representatives have already returned to the facility, met with the FSO and Mr. Zittrauer, and observed the recent improvements and upgrades. Although no formal feedback has been provided yet, Mr. McNair indicated that conditions appear to be improving.

g. Shrimp Festival

The Shrimp Fest this year is scheduled from May 1st to the 3rd.

Vice Chair Moore requested that the Board consider establishing a more structured process for offering parking-management opportunities to various organizations, with the goal of hopefully deriving some revenue from the operation.

Commissioner Hill noted that some city parking areas operated by non-profits do not require permits, while private operators must obtain one through the city's process. Given ongoing changes to parking regulations, the City may have updated its permitting requirements. Vice Chair Moore was invited to take the lead if further review or coordination with the City is desired.

Vice Chair Moore offered to contact the City to determine the current permitting process should the Board wish to pursue potential revenue-sharing for parking. He also noted that the matter might be better suited for a local charity to manage and retain all proceeds.

8. Adjournment

Before the Chair adjourned the meeting, Mrs. Hebron addressed the cost of using the City Chamber facility for the OHPA meetings in the amount of \$1,834 for 14 meetings effective March to September 2026. After some deliberations, the Board opted to continue holding its meetings at the Peck Center and to keep the option open to utilize the City Chambers for future meetings as needs or circumstances evolve. Mrs. Hebron will inform the City Clerk of the Board's decision.

Additionally, the City of Fernandina Beach previously approved an interagency agreement with OHPA, and in doing so added a requirement—based on its October 2022 resolution—that OHPA must obtain a supermajority vote before entering into any business activity within the Historic District. Vice Chair Moore noted that this level of city oversight is unusual for an independent elected body and goes beyond typical zoning and regulatory controls. Given that the agreement requires approval by both parties, he suggested it may be time to revisit and renegotiate its terms, as the current supermajority requirement appears overly restrictive.

Mrs. Bach noted a conflict of interest because she previously represented the City during the creation of the interagency agreement. She advised that, if the board wants legal counsel on this matter, Patrick Krechowski could be brought in, provided there is no objection to him handling any portion of the issue.

Commissioner Hill asked whether the budget could accommodate a few hours of legal work from Mr. Krechowski, and Mr. LaPorte confirmed approximately \$3,000 remains available if other expenses stay on budget. Vice Chair Moore discussed the history of the City's requirement for OHPA to obtain approval for any expansion into the Historic District—originally framed as simple city approval, later redefined by the City's 2022 resolution as requiring a supermajority. Commissioner Hill noted the resolution is not binding on OHPA. Vice Chair Moore added that the four-year mark presents an opportunity to seek changes. Commissioner Hill also acknowledged that past public sentiment strongly opposed OHPA expansion in the Historic District, which influenced prior decisions, especially given OHPA's limited budget and high legal costs.

With no other items brought before the Board, Chair Nelson adjourned the meeting at approximately 8:32 PM.

Date _____



OHPA Accountant Report

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Monthly Financial Report - January 2026

	January	YTD ACTUAL	BUDGET 2025-2026
Revenues			
Quarterly Fee	0.00	80,842.71	323,371
FEDERAL/STATE/DOT GRANTS	0.00	0.00	0
Port Revenue - Harbor Admin	810.00	4,590.00	14,500
Port Revenue - Bunkering	1,023.75	1,890.00	7,500
Facility Use Fee (Tonnage)	0.00	0.00	0
Administrative Fee (PILOT)	0.00	0.00	50,000
Misc Income	0.00	2,996.49	1,500
TOTAL REVENUES	1,833.75	90,319.20	396,871
EXPENSES			
COMMISSION DIRECT			
Salaries - Commissioners	8,500.00	41,833.38	100,000
Payroll Taxes-Commissioners	709.75	5,112.27	9,468
Unemployment-Commissioners	78.63	78.63	75
Travel-Commissioners	0.00	0.00	1,000
Insurance	0.00	21,268.00	1,612
W/C Insurance	0.00	0.00	1,319
Salaries- Board Attorney Specific Cases	0.00	8,430.00	10,000
Salaries - Board Attorney General	9,000.00	19,380.00	54,000
TOTAL COMMISSION DIRECT	18,288.38	96,102.28	177,474
COMMISSION OPERATION			
Salaries- Accountant	1,900.00	5,641.67	22,800
Salaries - Office Administrator	5,705.37	21,293.81	68,365
Expenses - Office	131.18	512.45	4,000
Travel - Office Admin	0.00	0.00	300
Rent-Peck Center	296.58	1,186.32	3,559
TOTAL COMMISSION OPERATION	8,033.13	28,634.25	99,024
COMMISSION DISCRETIONARY			
Dept of Revenue Special District Fee	0.00	200.00	225
TPO Membership	0.00	1,625.00	1,574
Greater Nassau Chamber of Commerce	0.00	335.00	335
Website/IT Support	151.84	236.48	9,445
Awards & Presentations	0.00	126.97	120
Advertisement	0.00	0.00	600
Discretionary	0.00	0.00	720
TOTAL COMMISSION DISCRETIONARY	151.84	2,523.45	13,019
PORT OPERATIONS			
FB Annual Fee - PILOT	0.00	50,000.00	50,000
CSX Right of Way Fee	0.00	700.00	700
Insurance	0.00	0.00	18,337
Audit	0.00	15,000.00	29,300
FL Ports Council Dues	0.00	0.00	0
Nassau Cty Property Taxes	100.00	100.00	0
Nassau Cty Economic Dev Board	0.00	0.00	1,000
TOTAL PORT OPERATIONS	100.00	65,800.00	99,337
TOTAL EXPENSES	26,573.35	193,059.98	388,854
Excess Revenues over Expenditures	-24,739.60	-102,740.78	8,017

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Account Balances, Infrastructure Fees and Facility Usage Fees - January 30, 2026

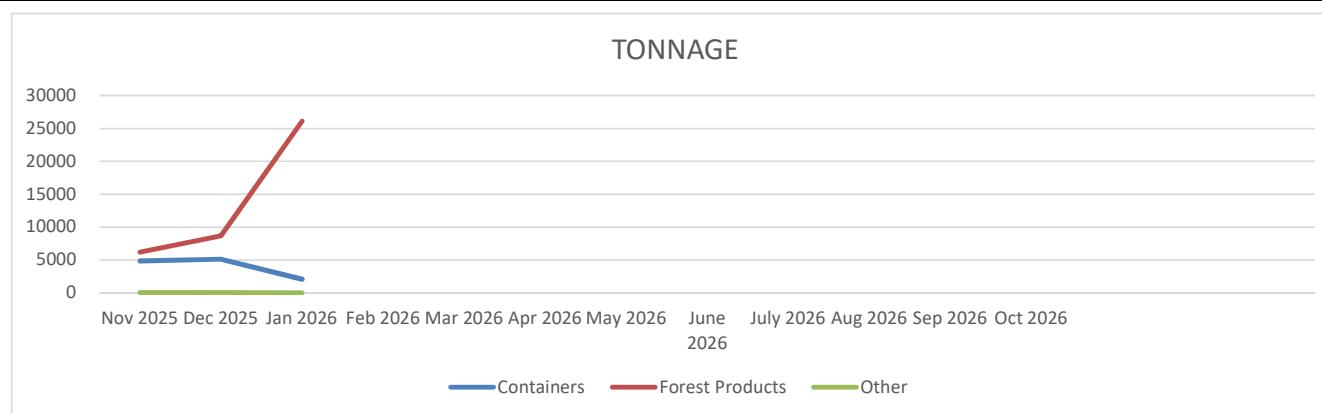
Account Name	Acct Num	30-Jan	31-Dec
Operating	x3328	31,688.58	56,932.44
Other - Admin Acct	x6714	62.22	241.24
Maintenance	x4519	36,832.32	31,558.27



Port Operator Report

Worldwide Terminals
Port of Fernandina
Tonnage By Commodity
2026

Commodity	2025	2026												2026	2025	Variance
	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	YTD	
Containers																
Throughput Number	8,062	366												366	854	(488)
Container Tons	57,519	2,082												2,082	5,505	(3,423)
Total Equivalent Units (TEUS)	8,195	368												368	859	(491)
Restow TEUS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Breakbulk Cargo																
Kraft Liner Board (KLB)	43,077	4,931												4,931	6,151	(1,220)
Lumber	22,639	479												479	4,080	(3,601)
Plywood/Hardboard	49,959													0	0	0
Steel	4,796													0	606	(606)
Woodpulp	123,628	20,679												20,679	6,255	14,425
Breakbulk Other	377													0	9	(9)
Bulk Cargo	281	0												0	68	(68)
Total General Tons	244,757	26,089	0	0	0	0	0	0	0	0	0	0	0	26,089	17,169	8,921
Total Tons	302,276	28,171	0	28,171	22,674	5,498										
Dockage Days	221	12												12	31	(19)
Vessel Port Calls	67	4												4	7	(3)
Total rail cars	1,427	125												125	155	(30)
Average trucks per day		32													17	
														0	0	



Port Infrastructure Collection

Jan 31, 2026

	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Grand Total
Port Infrastructure	\$4,563.36	\$2,409.52	\$2,047.73	\$4600.60	\$14,168.95



Old Business



Operating Agreement

Renegotiation



Ocean Highway & Port Authority Nassau County, Florida

Port of Fernandina

February ___, 2026

Attn: Worldwide Terminals Fernandina, LLC
And RS Fernandina Terminal, LLC
c/o Edward "Ted" McNair
901 W. Legacy Center Way
Midvale, UT 84047

RE: Letter of Intent to Negotiate Terms of Operating Agreement

Dear Mr. McNair:

As you know, the Court found the Ocean Highway and Port Authority of Nassau County ("OHPA") to be subject to ad valorem taxation for OHPA-owned parcels comprising the operational parts of the Port of Fernandina ("Taxable Parcels"). We all understand that if the Port of Fernandina is subject to ad valorem taxation, the Port of Fernandina cannot operate due to lack of revenues sufficient to pay the ad valorem taxes.

OHPA has filed a Notice of Appeal appealing the rulings of the trial court in favor of the Nassau County Property Appraiser. It became apparent during the proceedings that although OHPA vigorously argued that it is a tax-exempt independent special district pursuant to Florida law and the OHPA Charter, the Nassau County Property Appraiser has objections to the language of the Operating Agreement between OHPA and Nassau Terminals. Therefore, OHPA is interested, during the pendency of the appeal, in working with Nassau Terminals to make changes to the Operating Agreement that will more align with what the Property Appraiser recognizes as a tax-exempt operation.

As such, OHPA Commissioners discussed several items at its last public meeting in January to address in the Operating Agreement. The following list is a starting point for discussions between Nassau Terminals and OHPA and highlights items discussed last month at the OHPA meeting:

- OHPA to have knowledge of and unfettered access to all Port business, records, and facilities.
- The "Exclusive use" provision must be clarified to apply only to competing contractors and not to exclude OHPA from its own facilities.
- The Operator will confer with OHPA regarding new business, especially any that may impact the community or the overall mix of business at the Port.
- The Operator must enter into revenue share agreements with OHPA for all new business lines (beyond cargo handling).

- All proceeds from Port Operations will be placed in an account in OHPA's name to ensure OHPA has control and complies with its Charter and Florida law.
- Confirmation is needed that the Public Records language in the current agreement does not require updating.
- OHPA will relocate its administrative offices to the Port, with the Operator agreeing to provide office space at no cost.
- The MOU will address the security contract, confirming OHPA contracts directly with the security company, maintains a direct line of communication, and security costs are paid from Port revenues.

Please indicate your agreement to discuss the above items and potential amendments to the Operating Agreement by signing below. OHPA is amenable to addressing other operational items at the request of Nassau Terminals.

Sincerely,

Ray Nelson
Chairman

Acknowledged and Agreed to by Nassau Terminals, LLC

By: _____

Print Name: _____

Date: _____

Title: _____



New Business



RFP Website Redesign and ADA Compliance



Executive Summary

BizBolster Web Solutions, LLC and ADA Ally LLC submit this joint proposal to provide website redesign and ADA accessibility services for the Ocean Highway and Port Authority of Nassau County, Florida (OHPA). The project will deliver a compliant public website and an accessibility framework that meets DOJ ADA Title II requirements and WCAG 2.1 Level AA, with services structured to support long-term compliance.

The proposed approach integrates accessibility consulting, testing, certification, document accessibility support, and staff training. Services are provided using a hybrid pricing model combining fixed-fee, hourly, and retainer-based components for transparency and cost control.

Website & Document Accessibility Services – Fee Summary

Service	Cost
New website redesign and development	\$4500
Accessibility consulting during redesign	\$750
Final accessibility testing & verification	\$950
ADA Compliance Certificate (Appendix C)	\$120
Accessibility training & plain-language ADA guide	\$500
Initial document inventory & classification	\$200
PDF remediation (hourly)	\$80/hr (estimated \$980 for initial docs)*
TOTAL FOR INITIAL WORK	\$8000.00
Ongoing document remediation (optional)	\$80/hr
On-call accessibility advisory (optional)	\$100/hr, as needed
Semiannual accessibility audits (optional)	\$400 per audit

***Initial docs include: operating agreement, most recent budget, most recent tonnage report, most recent agenda, ethics statement, and the tariff and fee schedule.**

Company Profile & Government Experience

BizBolster WebSolutions, LLC

Established in 2016, BizBolster Web Solutions, LLC is a digital marketing and website development firm. BizBolster is based in Yulee, Florida and serves multiple local and national clients through website design, branding, accessibility, reputation management, and search engine optimization. BizBolster primarily focuses on local businesses and non-profits and has built one accessible government website (<https://www.nassaufldrugprevention.org/>) utilizing outside services to ensure full accessibility compliance. BizBolster has opted to partner with ADA Ally LLC for accessibility compliance for this project.

ADA Ally LLC

ADA Ally LLC is a digital accessibility consulting firm specializing in ADA Title II and WCAG 2.1 Level AA compliance. The ADA Ally team includes multiple professionals with disabilities who bring firsthand experience navigating digital accessibility barriers and using assistive technologies. This lived experience, combined with formal accessibility training and certification, strengthens the team's ability to evaluate real-world usability and identify accessibility issues that cannot be detected through automated or checklist-based testing alone.

ADA Ally provides accessibility audits, remediation consulting, assistive-technology testing, document accessibility services, staff training, and compliance certification. All work is performed using manual testing, assistive technologies, and government-aligned methodologies to ensure results are legally defensible, technically sound, and sustainable over time.

ADA Ally has supported public agencies and organizations with public-sector compliance obligations, including municipalities, transportation facilities, public safety agencies, healthcare systems, and public service districts. Relevant experience includes accessibility work for:

- [Village of Spencerport](#) (Spencerport, NY)
- [Oakland San Francisco Bay Airport](#) (Oakland, CA)
- [Central Platte Fire Protection District](#) (Platte City, MO)
- [Bennington Fire & Rescue](#) (Bennington, NE)
- [Clackamas County Voluntary Organizations Active in Disaster](#) (Oregon City, OR)
- [Tahoe Forest Health System](#) (Truckee, CA)
- [Central Taney County Fire Protection District](#) (Kissee Mills, MO)
- [Olympic Valley Public Service District](#) (Olympic Valley, CA)

Accessibility Certification & Oversight

Accessibility certification for this project will be executed by Robert Smith, Director of Accessibility at ADA Ally LLC. Robert Smith is a visually impaired individual and a daily user of assistive technologies, bringing direct lived experience to the evaluation of digital accessibility and usability. This perspective informs both testing and remediation decisions, ensuring accessibility is assessed from the standpoint of real-world use.

Robert Smith holds the following credentials:

- Department of Homeland Security Section 508 Trusted Tester
- International Association of Accessibility Professionals (IAAP):
 - Certified Professional in Accessibility Core Competencies (CPACC)
 - Certified Professional in Web Accessibility (CPWA)
 - Web Accessibility Specialist (WAS)
 - Accessible Document Specialist (ADS)

ADA Ally will execute the required ADA Compliance Certificate (Appendix C) upon completion of accessibility testing and verification.

Project Approach & Timeline

BizBolster Web Solutions, LLC and ADA Ally LLC will execute this project using a coordinated, phased approach designed to meet DOJ ADA Title II requirements and WCAG 2.1 Level AA, while positioning OHPA for future regulatory updates.

Accessibility will be integrated throughout the project lifecycle rather than treated as a post-launch activity. This approach minimizes rework, controls cost, and ensures that accessibility requirements are addressed systematically as the website and document workflows are established. The project approach is designed to avoid introducing structural or technical barriers that would complicate future upgrades, including a potential transition to WCAG 2.2 Level AA should DOJ requirements be expanded.

Phase 1 – Discovery & Accessibility Planning

- Conduct an abbreviated accessibility review of the current site to identify recurring accessibility issues and patterns to be considered for new website
- Coordinate with BizBolster Web Solutions, LLC to establish accessibility requirements, constraints, and success criteria for the new website
- Confirm scope for publicly accessible documents and publishing workflows

Outcome:

A shared understanding of accessibility requirements and risk areas to inform design, development, and content migration.

Phase 2 – Design & Development with Embedded Accessibility

- Accessibility consulting provided during design and development of the new website to support compliant layouts, navigation, and interaction patterns
Review of templates, components, and form structures for WCAG 2.1 Level AA conformance
- Guidance on accessible content structure and document publishing practices

Design and development recommendations will prioritize semantic structure, keyboard operability, focus management, and interaction patterns that align with both WCAG 2.1 Level AA and emerging WCAG 2.2 success criteria, reducing the need for significant structural changes in the future.

Outcome:

Accessibility is built into the site architecture and components, reducing the need for extensive remediation later and supporting future compliance updates.

Phase 3 – Content Migration & Document Accessibility Setup

- Support accessible migration of existing public-facing content
- Initial inventory and classification of publicly available documents
- Establishment of document accessibility workflows aligned with DOJ guidance
- Begin remediation of required documents in coordination with OHPA priorities

Outcome:

Public content and required documents are prepared for compliance, with clear processes in place for ongoing document management.

Phase 4 – Final Accessibility Testing & Certification

- Comprehensive accessibility testing of the newly completed website
- Manual WCAG 2.1 Level AA testing
- Keyboard-only navigation testing
- Assistive-technology testing
- Documentation of results and verification

Upon successful completion, ADA Ally will execute the ADA Compliance Certificate (Appendix C).

Outcome:

Verified compliance with WCAG 2.1 Level AA and DOJ ADA Title II requirements.

Phase 5 – Training, Launch Support & Ongoing Compliance

- Delivery of accessibility training tailored to OHPA staff roles
- Distribution of a plain-language ADA digital compliance guide
- Post-launch advisory support as needed
- Recommended twice-yearly accessibility audits and post-change reviews (on an as-needed basis between regularly scheduled audits)

Outcome:

OHPA staff are equipped to maintain accessibility over time, with a site structure and workflows designed to accommodate future WCAG updates.

Projected Timeline (Estimated)

Phase	Estimated Duration
Discovery & Accessibility Planning	2 weeks
Design & Development (with accessibility support)	8 weeks
Content Migration & Document Setup	Concurrent with development
Final Testing & Certification	2 weeks
Training & Launch Support	Prior to or immediately following launch

Final scheduling will be coordinated with OHPA and adjusted as needed to align with design, development, and content readiness. Work will be completed by April 26, 2027.

ADA Compliance Strategy (Tools, Methods, and Testing Protocols)

ADA Ally LLC will implement an ADA compliance strategy designed to ensure the OHPA website and associated digital content meet WCAG 2.1 Level AA and DOJ ADA Title II requirements, while supporting sustainable, long-term compliance and future regulatory updates.

The strategy emphasizes manual testing, assistive-technology validation, and repeatable workflows, rather than reliance on automated tools alone.

Standards & Regulatory Alignment

Accessibility work will be aligned with the following standards and guidance:

- WCAG 2.1 Level AA
- DOJ ADA Title II Final Rule (28 CFR Part 35)
- Appendix A – ADA Compliance Checklist
- Appendix B – Exceptions
- Applicable Florida public-sector transparency requirements

Design and development guidance will avoid structural patterns that would create barriers to future upgrades, including a potential transition to WCAG 2.2 Level AA.

Testing Methodology

ADA Ally uses a layered testing approach to ensure accuracy and legal defensibility:

Manual Testing

- Review of semantic structure, headings, landmarks, lists, and tables
- Verification of form labels, instructions, and error handling
- Evaluation of focus order, visibility, and keyboard operability
- Review of interactive components and dynamic content

Keyboard-Only Testing

- Full site navigation using keyboard input only
- Validation of logical tab order and focus management
- Identification of keyboard traps or inaccessible interactions

Assistive Technology Testing

- Screen reader testing using industry-standard tools (e.g., NVDA, JAWS, VoiceOver)
- Verification of accessible names, roles, states, and announcements
- Evaluation of real-world usability for non-visual users

Automated Testing

- Use of automated tools (e.g., axe, WAVE, Lighthouse) to supplement manual testing
- Automated results used for coverage and regression checking, not as a substitute for manual evaluation

Issue Documentation & Verification

All identified accessibility issues will be:

- Documented with references to the applicable WCAG success criteria
- Described in clear, developer-ready language
- Verified after remediation through re-testing

Testing documentation will be suitable for internal records, regulatory review, or legal inquiry.

CMS & Content Workflow Validation

ADA Ally will validate that:

- CMS templates support accessible publishing
- Content entry workflows do not introduce accessibility barriers
- Staff publishing practices align with accessibility requirements

Guidance will be provided to reduce the likelihood of future compliance regressions.

Document Accessibility

Accessibility obligations are based on how documents are used, not just when they were created or posted.

We can help identify which documents are required to meet DOJ accessibility requirements, but this assessment requires your input to confirm whether a document is current, active, relied on, or required for public participation.

Not all PDFs are equal. Some can be remediated quickly; others require substantial manual work.

Factors that increase time and complexity include:

- Scanned documents requiring OCR
- Missing or incorrect tagging
- Complex tables or nested tables
- Forms with unlabeled fields
- Charts, maps, or diagrams needing text alternatives
- Inconsistent reading order across pages
- Multi-column layouts or mixed content types

Automated tools cannot reliably fix many problems, which is why remediation time can vary significantly between documents.

Although we use automated tagging tools to make the process more efficient, many issues, such as identifying lists within data, require manual remediation due to the inability of automated tools to properly ensure compatibility with screen readers and other assistive technologies.

An attached spreadsheet ([ADA Ally Port of Fernandina PDF Assessment](#)) lists the PDF documents identified on your site that likely require accessibility remediation. Each entry includes page count, an estimated remediation complexity, and a brief note about the type of content that adds complexity.

If source files (Word Doc, Excel, etc) are available, it can make the remediation process easier. But this proposal assumes we are working from the documents currently available on the site.

ADA Ally's document accessibility approach aligns with DOJ guidance and focuses on:

- Manual remediation of required public-facing documents
- Establishment of document accessibility workflows
- Staff training to improve accessibility at the source
- Ongoing remediation support through a retainer model

Documents qualifying for DOJ exceptions will be handled in accordance with Appendix B requirements.

Compliance Verification & Certification

Upon completion of testing and remediation, ADA Ally will verify conformance with WCAG 2.1 Level AA and execute the ADA Compliance Certificate (Appendix C). Certification reflects compliance at the time of testing and excludes permitted exceptions under DOJ guidance.

Ongoing Compliance Strategy

To support long-term compliance, ADA Ally recommends:

- Twice-yearly accessibility audits
- Post-change accessibility reviews following major updates
- On-call advisory support for new content or features

This approach supports continued compliance as the site evolves and as accessibility standards and enforcement expectations change.

Cost Proposal

BizBolster Web Solutions, LLC and ADA Ally LLC propose a **hybrid pricing model** combining fixed-fee, hourly, and retainer-based services. This structure provides cost transparency while allowing flexibility to adjust scope based on actual needs identified during discovery and implementation.

Website Design and Development

Service	Description	Cost
Website Design and Development for New Website	Full design and creation of easy-to-maintain 8-page website on the Duda platform with all relevant information from existing website to be included	\$4,500

Website Accessibility Services

Service	Cost
Accessibility consulting during redesign & development	\$750
Final accessibility testing & WCAG 2.1 AA verification	\$950
ADA Compliance Certificate (Appendix C)	\$120

Training & Documentation

Service	Description	Cost
Accessibility training & plain-language ADA compliance guide	2 live 1-hour remote training sessions, self-paced training materials, and customized plain-language ADA guide	\$500

Document Accessibility – Initial Effort

Service	Estimated Effort	Rate/Cost
Document inventory & classification	1 Day	\$200
PDF document remediation (initial docs*)	Industry benchmark ≈ \$7-\$15/page (\$80/hr)	\$980

*Initial docs include: operating agreement, most recent budget, most recent tonnage report, most recent agenda, ethics statement, and the tariff and fee schedule.

Ongoing Document Accessibility & Support

Service	Description	Cost
Future document remediation	As needed	\$80/hour
On-call accessibility advisory support	As needed	\$100/hour

Optional Ongoing Compliance Services

Service	Cost
Semiannual accessibility audits	\$400 per audit
Post-change accessibility reviews	\$80/hour (included with semiannual audits)

Cost Assumptions & Notes

- Costs are based on projected scope and may be refined following initial discovery and document review.
- Document remediation estimates reflect current document volume and expected publishing cadence.
- Monthly retainer levels may be adjusted over time based on document complexity and staff adoption of accessible authoring practices.
- All services are billed only as authorized and performed.

References

- [Village of Spencerport](#) (Spencerport, NY)
 - Jackie Sullivan
 - 585-721-9670
 - jsullivan@spencerport.gov
- [Oakland San Francisco Bay Airport](#) (Oakland, CA)
 - Renée Deinken
 - renee@alpenlily.com
- [Central Platte Fire Protection District](#) (Platte City, MO)
 - Troy Miller
 - 816-522-1064
 - tmiller@centralplattefire.com

Deliverables & Accountability Matrix

#	Deliverable	Description	Responsible Party	Delivery Timing
1	Project Kickoff & Coordination	Project kickoff, roles, communication cadence, and schedule confirmation	BizBolster Web Solutions, LLC	Week 1
2	Accessibility Planning & Requirements Alignment	Accessibility requirements integrated into project planning and design standards	ADA Ally LLC	Week 1
3	Abbreviated Accessibility Review of Existing Site	Identification of recurring accessibility issues to be avoided in new build	ADA Ally LLC	Week 1
4	Information Architecture & Content Strategy	Site structure, navigation, and content organization	BizBolster Web Solutions, LLC	Weeks 1–3
5	Design & UX Development	Visual design, page layouts, and user experience design	BizBolster Web Solutions, LLC	Weeks 2–6
6	Accessibility Consulting During Design & Development	Ongoing guidance to ensure WCAG 2.1 Level AA-compliant templates, components, and interactions	ADA Ally LLC	Weeks 2–8
7	CMS Configuration & Development	CMS setup, template development, and functionality implementation	BizBolster Web Solutions, LLC	Weeks 3–7
8	CMS Accessibility Validation	Review of CMS templates and publishing workflows for accessibility support	ADA Ally LLC	Weeks 3–6

9	Content Migration	Migration of existing public-facing content to the new site	BizBolster Web Solutions, LLC	Weeks 5–7
10	Content & Form Accessibility Review	Validation of public-facing content and forms for accessibility	ADA Ally LLC	Weeks 5–8
11	Document Inventory & Classification	Review of publicly available documents to determine remediation, exception, or archival status	ADA Ally LLC	Weeks 2–3
12	Initial PDF Document Remediation	Remediation of required public-facing documents	ADA Ally LLC	Weeks 3–8 (prioritized)
13	Ongoing Document Remediation Support	Monthly remediation of new and prioritized existing documents	ADA Ally LLC	Ongoing (retainer)
14	Pre-Launch QA & Readiness	Final content review and launch preparation	BizBolster Web Solutions, LLC	Week 8
15	Final Website Accessibility Testing	Manual, keyboard, assistive-technology, and automated testing	ADA Ally LLC	Weeks 8–9
16	Accessibility Test Documentation	Written documentation of testing methods and results	ADA Ally LLC	Week 9
17	ADA Compliance Certificate (Appendix C)	Certification of WCAG 2.1 Level AA and DOJ Title II compliance	ADA Ally LLC	Week 9
18	Website Launch	Deployment of the new public website	BizBolster Web Solutions, LLC	Week 9
19	Accessibility Training Sessions	Live remote training sessions tailored to OHPA staff roles	ADA Ally LLC	Weeks 9–10
20	Plain-Language ADA Compliance Guide	Customized reference guide for ongoing accessibility compliance	ADA Ally LLC	Week 10
21	On-Call Accessibility Advisory	Advisory support for accessibility questions and changes	ADA Ally LLC	As needed
22	Semiannual Accessibility Audits (Optional)	Periodic audits to verify ongoing compliance	ADA Ally LLC	Every 6 months
23	Post-Change Accessibility Reviews (Optional)	Targeted reviews following major updates	ADA Ally LLC	As needed

Work will be completed by April 26, 2027.

Accountability Notes

- BizBolster Web Solutions, LLC is the main point of contact and is responsible for project management, website strategy, design, CMS implementation, content migration, and launch.
- ADA Ally LLC is responsible for accessibility consulting, testing, documentation, training, document remediation, and certification.
- Accessibility certification reflects compliance at the time of testing and excludes permitted exceptions under DOJ guidance.
- Timelines may be adjusted based on content readiness, client feedback cycles, and final scope. Work will be completed by April 26, 2027.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
9. The primary contact information for the special district for purposes of communication from the department.
10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
11. The budget of the special district and any amendments thereto in accordance with s. 189.016.
12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district. If the special district has submitted its most recent final, complete audit report to the Auditor General, this requirement may be satisfied by providing a link to the audit report on the Auditor General's website.
13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
14. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
15. At least 7 days before each meeting or workshop, the agenda of the event. The information must remain on the website for at least 1 year after the event.



Welcome Contact Port Business Leadership Economic Development SeaPort Port Employment Helpful Links

Port Condition:

[For updated conditions - Click here](#)



[Meeting Live Stream - Click here](#)

***OHPA meets on the 2nd and 4th Wednesday of every month
unless otherwise noted (2026 calendar year).

*Notice of Gathering: TBA



-2026-

Miriam Hill-District 1; Scott Moore-District 2; Justin Taylor-District 3; Ray Nelson-District 4; Mike Cole-District 5

Elected OHPA Officers FY 2024-2025

Chairman: Ray Nelson

Vice Chair: Scott Moore

Sec/Treasurer: Miriam Hill

A message from our Secretary of State, Cord Byrd - Click here

Florida's celebration of America's 250th Anniversary of the signing of the Declaration of Independence

OHPA: 516 S 10th Street, Ste. 103, Fernandina Beach
Office hours - Monday - Thursday, 9 am - 5 pm (*by appointment)
or call 904.468.2073

***For Port of Fernandina operations/contacts: Go to nassauterminal.com**

Relay Marine Terminals- Infrastructure/Services/Equipment

or call 904.430.8181 (Main) 904.990.1303

Truck Drivers instructions (Appointments/Rules/Procedure)

Port Warehouse (Directions/Address/Procedures)

Directions to Port of Fernandina

February 11, 2026 Monthly Meeting

Time: 6 PM

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

Agenda

1. 6:00 PM – **Meeting Call to Order** – Chairman
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call:** Miriam Hill, District 1; Scott Moore, District 2, Justin Taylor, District 3; Ray Nelson, District 4; Mike Cole, District 5
5. **Welcome Guests** (Chair)
6. **Public Comments on non-agenda items** (Comments submitted prior to the meeting, limit 3 minutes per speaker)
7. **Approval of Minutes**
 - a. January 14, 2026
 - b. January 28, 2026 Special Meeting
8. **OHPA Attorney Report**
9. **OHPA Accountant Report**
 - a. Financial report – January 2026
 - b. Draft Audited Financials and MD&A (Action Item)



- 10. Port Operator Report**
 - a. Tonnage and Facility Use Fee Reports – January 2026
 - b. Facilities Report/Port repair update
 - c. New Business Report
- 11. Old Business** (Public comments permitted. Limit 3 minutes per speaker)
 - a. Fabric Warehouse (Update, surveys/permits from Operator)
 - b. Renegotiation of Operating Agreement (Updates, Letter of Intent, Amendment recommendations)
 - Court Order
 - Notice of Appeal
 - c. Maintenance Dredging (Funding, Updates)
 - d. FSTED Meeting (Updates, Tallahassee Feb. 3-4)
 - e. Shrimp Fest (Updates)
- 12. New Business** (Public comments permitted. Limit 3 minutes per speaker)
 - a. NPDES Stormwater Inspection (Inspection February 17)
 - b. RFP Website Redesign and ADA Compliance (Negotiation updates)
 - Engagement Letter (Action Item)
 - Website content (Board directions/recommendations)
 - c. Grant Matching Letter Agreement (Update)
 - Crane
 - Automated Security Gates
 - d. OHPA Meeting Calendar
- 13. Office Manager Report**
- 14. Port Commissioner Items** (Other business to come before the Board)
- 15. Adjournment**

***The agenda is subject to change without prior notice.**

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.

Florida Seaport Transportation and Economic Development - FSTED

[FSTED Seaport Mission Plan Compliance Section 189.0694, F.S. Click here](#)

[Port of Fernandina 5 Year Florida Seaport Mission Plan](#)

Economic Incentives in Nassau County (NC Economic Development Board)

[Industrial Development Bonds](#) Click here for more information or call OHPA

North Florida Transportation Planning Organization

[FDOT Traffic Study - Friendly Road](#)

RFP - Security Services

~~The OHPA Board will consider the top three candidates: Allied, Gidden, and Weiser.~~

~~***Decision has been postponed and will be announced on January 28, 2026.~~

~~RFP - Website Redesign and ADA Accessibility~~

~~***The OHPA Commission selected bizbolster.***~~

General Terms Procurement Contracts

~~Addendum 1 12.08.2025~~

~~Addendum 2 12.08.2025~~

~~Addendum 3 12.10.2025~~

~~Addendum 4 12.10.2025~~

~~Addendum 5 12.11.2025~~

~~Addendum 6 12.11.2025~~

~~Addendum 7 12.22.2025 Revised~~

~~Addendum 8 12.22.2025~~

~~Addendum 9 12.29.2025~~

~~Addendum 10 12.29.2025~~

~~Addendum 11 01.09.2026~~

View the Port of
Fernandina's
Crane



View the Port of
Fernandina



Panoramic view of the
Port of Fernandina
Click here.

Aerial view map- Click here



Important Notices:

Notice of Gathering

Notice is hereby given that two or more OHPA Commissioners may be in attendance at the event.

~~PLEASE BE ADVISED THIS IS NOT A MEETING OF OHPA BOARD MEMBERS COVERED BY THE SUNSHINE LAW, SECTION 286.011, FLA. STATS. THEREFORE, THE PUBLIC MAY OR MAY NOT HAVE ACCESS DEPENDING UPON THE TYPE AND PLACE OF GATHERING. THIS IS A COURTESY NOTICE TO THE PUBLIC THAT TWO OR MORE COMMISSION OR BOARD MEMBERS MAY GATHER BUT WILL NOT~~

Like 26 people like this. Be the first of your friends.

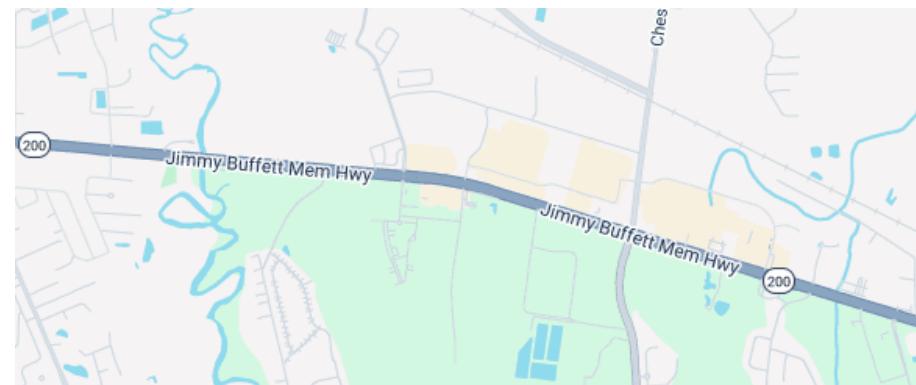
Port Operator/Operations

Ted McNair

President, Relay Terminals
 D) 843.819.4104
 O) 904.990.1303
nassauterminal.com

General Contact

Direct: (904) 468-2073
 Fax: (904) 432-0229
admin@portoffernandina.org



Contact the Port

For information about port operations, tidal information, access or questions regarding the port itself, please contact the Port of Fernandina at:

Office: 904.990.1303

[Under Florida law, Email addresses are public records. If you do not want your email address released in response to a public records request do not send electronic mail to this entity. Instead](#)

Find us

OHPA of Nassau County
 516 S 10th St, Ste 103,
 Fernandina Beach, FL 32034

Mission Statement

The Ocean Highway and Port Authority was created in 1941 and authorized to carry out public purposes to benefit to the citizens of the County of Nassau and the State of Florida."

(Ch. 21418,S12.Sp. Acts 1941)

Fiscal year runs from
 October 1 - September 30.

[Sitemap](#)[Welcome](#)[Contact](#)[Helpful Links](#)[Port Employment](#)[Port Business](#)[Port Operating Agreement](#)[Meetings & Agendas](#)[Monthly Meeting Dates](#)[Annual Budget](#)[Annual Financial Reports](#)[Monthly Tonnage Report](#)[Monthly Financial Report](#)[Quarterly Financial Report](#)[Code of Ethics](#)[Port Master Plan 2023](#)[HB 35-Legal Notices](#)[Special District DEO](#)[Handbook](#)[Resiliency Plan 2024](#)[Leadership](#)[Commissioners](#)[Executive Team](#)[OHPA Partners](#)[Miriam R Hill](#)[Justin Taylor](#)[Scott Moore](#)[Mike Cole](#)[Ray Nelson](#)[Economic Development](#)[Partner with Us](#)[Economic Incentives](#)[Project History](#)[Development Team](#)[OHPA Legislative Charter](#)[OHPA Charter Amendment](#)[Request for Information](#)[SeaPort](#)[Port Operator](#)[Port Features](#)[Channel Features](#)[Intermodal System](#)[History of Port](#)[Port Authority Organization & Powers](#)[Tariff & Fee Schedule \(full report\)](#)[Tariff 2025-1 \(one page, updated 2025.03.25\)](#)[FAQs](#)

Ocean Highway and Port Authority was established in 1941 by the Florida Legislature. [Read our charter here](#).
OHPA does not endorse any private sector business and only lists names of businesses on this site as an aid to the job seeking public.
[Privacy Policy](#).





Grant Matching

Letter Agreement

DRAFT

Date

Ocean Highway and Port Authority of Nassau County
86130 License Road, Suite 9
Fernandina Beach, FL 32034
Attn: Justin Taylor
Email: rnelson@portoffernandina.org

**Re: Letter Agreement between Nassau Terminals LLC dba Relay Terminals
("Operator") and Ocean Highway and Port Authority of Nassau County
("OHPA) to address Grant Matching Funds necessary for Grants Awarded to
OHPA for Improvements at the Port of Fernandina (the "Port")**

Dear Chair Nelson:

This Letter Agreement memorializes the mutual understanding between Operator and OHPA for the funding and project management activities associated with _____ (agency) Grant No. _____ for _____ (the "Grant Project") at the Port of Fernandina.

_____ (agency) Grant # _____ authorizes funding to OHPA in an amount up to \$ _____ for _____ (project description) (hereinafter the "Grant Project"). OHPA hereby approves use of this funding for the Grant Project and is in no way committing any funding for any other phase or project expansion by way of this Letter Agreement. For the avoidance of doubt, OHPA's payment obligations under the Grant and Scope of Services for the Grant Project are limited to those funds approved of and received by OHPA by way of the Grant, up to _____ % of the estimated total Grant Project amount. The Operator's payment obligations hereunder include the matching funds necessary to complete the Grant Project, including but not limited to _____ % of the estimated total Grant Project amount to be paid to a contractor that is not reimbursable by the Grant.

Operator agrees to reimburse OHPA, in an amount not to exceed \$ _____, for OHPA's legal fees related to review and administration of the contract and the Grant Project. OHPA will provide Operator with an invoice for such fees at the time the Grant Project is finalized.

By countersigning this Letter Agreement in the space provided below, OHPA acknowledges the terms and conditions of this Letter Agreement.

Please feel free to contact me if you have any questions or concerns regarding this letter.

Regards,

Ted McNair
President

Acknowledged and Agreed:

Ocean Highway and Port Authority

By: _____

Name: Ray Nelson

Its: Chairman

Date: _____



OHPA Meeting Calendar

2nd and 4th Wednesdays

MONTH	DATES	
January	14	28
February	11	25
March	11	25
April	8	22
May	13	27
June	10	24 Supervisor of Elections/Closed
July	8	22 Supervisor of Elections/Closed
August	12	26
September	9	23
October	14	28
November	11	25 Veterans Day/Thanksgiving
December	9	23 Christmas

1st and 3rd Mondays

Jan	5	19	MLK Birthday
Feb	2	16	Washington's Birthday/Presidents'
Mar	2	16	
Apr	6	20	
May	4	18	
Jun	1	15	
Jul	6	20	
Aug	3	17	
Sep	7	21	Labor Day
Oct	5	19	
Nov	2	16	
Dec	7	21	Christmas

**Financial and Tonnage reports will be impacted*

2nd and 4th Thursdays

Jan	8	22
Feb	12	26
Mar	12	26
Apr	9	23
May	14	28
Jun	11	25
Jul	9	23
Aug	13	27
Sep	10	24
Oct	8	22
Nov	12	26 Thanksgiving
Dec	10	24 Christmas

**OHPA-FDOT Coordination meeting every fourth Thursday bi-monthly will be impacted*



AOM Report

**ADMINISTRATIVE OFFICE MANAGER
REPORT
January 2026**

Hours worked January 2026 – 161.25

- Attended January 14 and 28 meetings. Minutes composed.
- Prepared final AOM renewal contract
- Received proposals for RFP Website project
- Prepared and posted Addendum for RFP Website
- Responded to inquiries to RFP Website
- Shortlist RFP Website, bid tabulations
- Updated EFDMS filers (online portal)
- FPU support (billing issue)
- Meeting with Tammi Bach and VC Moore (Space Florida and Prop App matter)
- Searched for documents on past berth dredging (2022, G1938)
- Met with Ch. Nelson (signatures)
- CBP-OHPA Coordination meeting (Jan 8, Com. Hill, Port Operator- Relay team, Pierre)
- SEMC meeting with Com. Hill
- Invoiced for November 2025 Harbor Admin & Bunkering fees
- FDOT conference call (FDOT team, current grants)
- FDOT-OHPA Coordination (Relay team, Pierre, VC Moore, Jan. 29)
- Letter to CBP Area Director Jennifer Bradshaw
- Sent packages to Sen Yarborough and Sec. Purdue (per Com. Hill)
- Teams with Derek Bruce, Pierre, Tammi, Prop App matter billing instructions)
- FPC Legislative meeting (virtual, bi-weekly)
- Prepared meeting agendas and packets
- Invoiced Port Operator for Customs House utilities reimbursements (COFB, FPU, harbor Admin & Bunkering)
- Check payments processed (e-filed in system)
- Prepared memos for transferring funds (Sec/Treasurer signature)
- Bank transactions (QuickBooks, transfers, A/R, A/P online)
- Responded to all emails, voicemails, and corresponding documents/letters, Commissioners' and Port Accountant/Attorney/Operator requests
- Website (updates, postings)
- Electronic and hard-copy file organizing (e-filed documents for OHPA records)
- Set up and lock up for Board meetings at the Peck Center
- Back up (PC, external hard drive, weekly)
- New Year's Day holiday
- MLK Day holiday

Public Records Request Received in January 2026- 0