



**OCEAN HIGHWAY & PORT AUTHORITY**  
Nassau County, Florida

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

**AGENDA – Revised 4.02.2026**  
**April 08, 2026**

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. March 11, 2026
  - b. March 25, 2026
8. **OHPA Attorney Report**
9. **OHPA Accountant Report**
  - a. Financial report – March 2026
10. **Port Operator Report**
  - a. Tonnage and Facility Use Fee Reports – March 2026
  - b. Facilities Report/Port repair update
  - c. New Business Report
11. **Old Business** (Public comments permitted. Limit 3 minutes per speaker)
  - a. Website Redesign (Updates, Deliverables for Board feedback)
  - b. Fabric Warehouse (Update, surveys/permits from Operator)
    - FDOT-OHPA Coordination meeting (Updates, Letter or Resolution)
  - c. Renegotiation of Operating Agreement (MOU)
    - Court Order
    - Notice of Appeal
  - d. Maintenance Dredging (Funding, Updates)
    - Resolution 2026-R05 (Action item)
  - e. Extended Layberthing and Handling Agreement (MOU, Action item)
12. **New Business** (Public comments permitted. Limit 3 minutes per speaker)
  - a. FSTED G3092 US CBP on Port Facility (RFP, Bid tabulation)
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**  
Nassau County, Florida

**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**

Minutes  
March 11, 2025

The Ocean Highway and Port Authority, Nassau County, held its monthly meeting on Wednesday, March 11, 2026, at the Peck Center, Willie Mae Ashley Auditorium, 516 S 10<sup>th</sup> Street, Fernandina Beach, FL 32034.

1. **Public Meeting Call to Order, 6:00 PM – Chairman**  
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, Sec/Treasurer-District 1; Scott Moore, Vice Chair-District 2; Justin Taylor, District 3; Ray Nelson, Chair-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 welcomed the audience.
6. **Public Comments** on non-agenda items (Comments submitted prior to the meeting, limit 3 minutes per speaker)  
No public comment card for non-agenda items was submitted.
7. **Approval of Minutes**
  - a. February 11, 2026
  - b. February 25, 2026

Chair Nelson amended page 8 of the February 11, 2026 minutes to correct the reference from “Nelson” to “Moore.”

Commissioner Taylor moved to approve both sets of minutes, incorporating the aforementioned amendment to the February 11 minutes. Commissioner Hill seconded the motion.

**The Board voted unanimously in favor of the motion.**

8. **OHPA Attorney Report**  
Mrs. Bach provided verbal updates on legal matters.

She reported that the tax-exemption request for OHPA was filed with the Property Appraiser’s office on February 27. She and Mrs. Hebron finalized signatures on the website contracts with two vendors (Bizbolster and ADA Ally). She is preparing a demand letter to Mr. Krechowski’s firm regarding approximately \$18,000 in unreimbursed fees from the Operator related to the property appraiser case. Mrs. Bach confirmed receipt of a letter from the Operator’s legal counsel outlining their reasons for declining reimbursement. She also noted that Commissioner Hill drafted most of the memorandum of understanding (MOU) concerning proposed changes to the Operating agreement. A separate letter between the Operator and OHPA regarding the one-time \$50,000 payment and the property-insurance offset will be provided at the next meeting.

## 9. OHPA Accountant Report

### a. **Financial report** – February 2026

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

Mr. LaPorte reported receipt of the quarterly Operator fee and monthly Harbor Administration and Bunkering fees. All expenses are on track except legal services, which exceed the \$10,000 budget and will require a budget amendment, though an \$8,000 surplus remains available. The audit is complete and payment to the auditors is pending. Account balances appear normal. Infrastructure fees through January continue to be applied to the PILOT payment, and facility use fees are being used to offset property insurance costs as outlined in the agreement.

There was a brief discussion regarding the delinquent reimbursements owed by the Operator for legal services provided by Mr. Krechowski and Mrs. Bach related to the property appraiser and fabric warehouse matters. This item appears later on the agenda for further discussion.

### b. **Approved 2025 Audited Financial Statements**

The annual financial report was presented, and the audit and financial statements have been completed and issued by the auditor. The Board was asked to approve and accept the audit report as presented. Once approved, the final step is to file the report with the Florida Auditor General, in addition to posting it on the OHPA website.

Commissioner Hill motioned to approve the audited financial report. Commissioner Taylor seconded the motion.

**The Board voted unanimously in favor of the motion.**

## 10. Port Operator Report

### a. **Tonnage and Facility Use Fee Reports** – February 2026

A copy of the February 2026 tonnage report was included in the meeting packet for reference.

Mr. McNair advised the Board that the apparent reduction in activity is due to timing issues, as several vessels shifted later than originally scheduled. A KLB vessel and others expected in late February moved into the following period, affecting the month's totals. A strong rebound is anticipated in the current month. Mr. Zittrauer added details of expected vessel calls within the month.

An update was provided on business development efforts. Staff recently met with Saga Welco and has an upcoming meeting with G2 Ocean, the Authority's two major carriers. The Operator is actively quoting several opportunities, including multiple aluminum shipments, a large pipe project with Goldendorf, and two wire-rod accounts—one of which currently moves through Jacksonville. Global aluminum prices and easing tariffs are contributing to positive outlooks. Some volume reductions were noted due to declining global container rates; for example, Euchatex will temporarily shift to containers before returning to breakbulk. The Operator remains closely engaged with customers as these market conditions evolve.

### b. **Facilities Report/Port repair update**

Mr. Zittrauer provided update on the key-door installation. The doors have been fabricated and are currently at the Port; installation is the remaining step.

An update was provided on the FDOT fender project. Work is progressing on schedule, with completion expected by the end of the month, consistent with the March 31 deadline. The second shipment of pads arrived, and installation is expected to be finished by Friday or, at the latest, Monday. The project is anticipated to be fully completed and ready for FDOT's inspection. FDOT will visit the site on the 26<sup>th</sup> to review the project.

### c. **New Business Report**

A brief discussion was held regarding potential membership in the First Coast Manufacturers Association as an additional networking avenue. Commissioner Hill noted that broader engagement outside the immediate port industry could help staff develop new connections and reach prospective clients.

Mr. McNair introduced Relay's new Chief Financial Officer, Cory Rickel. Mr. Rickel provided a brief overview of his background.

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

a. **Website Redesign** (Updates, Deliverables for Action item)

Mrs. Bach reiterated the agreements with Bizbolster and ADA Ally were executed.

Commissioner Hill recommended renaming the “Seaport” section of the website to “Port of Fernandina” and expanding the economic development content while retaining the existing language. Vice Chair Moore added that the site should also clarify that OHPA is not limited to the Port of Fernandina but is chartered to pursue broader business opportunities within Nassau County.

A brief discussion was held regarding whether the website should include “Helpful Links.” It was noted that linking to external sites can raise ADA-compliance and responsibility concerns, particularly when the sites are not official government pages.

Additional web design deliverables will be submitted as they are completed for Board review and direction.

b. **Fabric Warehouse** (Update, surveys/permits from Operator)

**Public Comments:**

➤ Katherine Tharin – Fernandina Beach resident.

Mrs. Tharin raised concerns regarding the warehouse orientation shown in prior drawings. She confirmed that the current permits—BLDC-2026-0013 for reassembly and DEMC-2026-0005 for demolition—are only shell permits with no supporting documents submitted. Required materials such as drawings, vendor specifications, certified surveys, and PE-stamped plans have not been provided. As a result, both permits have been placed on hold and are expected to expire without action unless complete submittals are made.

➤ Lou Tharin – Fernandina Beach resident.

Mr. Tharin expressed concern that progress on the fabric warehouse has stalled, noting that the Operator does not appear prepared to move the warehouse and has shifted positions since its earlier bid proposing two warehouse relocations. After previously identifying a preferred location, the Operator now indicates that site is no longer workable, leaving the project effectively back at the beginning. He emphasized that the process has gone on too long and urged that a definitive path forward be established.

The Operator apologized for the lack of progress on the warehouse permits, noting that a general contractor had been engaged and instructed to pull both the demolition and relocation permits, but those requirements were not fulfilled. The Operator acknowledged the oversight, stated that the contractor’s assurances that the permits were “in review” were insufficient, and committed to addressing the issue immediately to ensure the work moves forward.

Chair Nelson noted rising community frustration, stating that residents feel promised actions are not being carried out and that shifting plans undermines transparency. He cautioned that inconsistent follow-through is eroding the trust rebuilt over the past four years and risks returning to prior conflict and negative publicity. He urged the Operator to ensure commitments are executed and accurately reported to prevent further distrust and restore confidence.

Vice Chair Moore reiterated prior discussions and emphasized that demolition is the first critical step in the project. He expressed concern that demolition permits—reported as “in progress” for the past two months—still have not been obtained, delaying the process six months. He directed the Operator to secure the required permits immediately to move the project forward.

Mr. McNair reported that Big Top has tentatively scheduled a crew for April 20 to begin dismantling the structure. Vice Chair Moore questioned whether the demolition permit would be secured in time. Mr. McNair stated he would contact RGC to express his dissatisfaction with the delay.

Commissioner Hill sought clarification on the role of Coker as the contractor and noted that, although they are working directly with the City, permit fees appear unpaid. She requested the Operator provide the Board with all correspondence with Coker to confirm what the contractor has been authorized to do. She also raised concerns about discrepancies between earlier renderings by R&M engineering and the current to-scale drawings, questioning whether the Board originally approved one larger building or two smaller ones. She reiterated that the Board has

repeatedly directed the Operator to maintain the originally approved north–south orientation and asked why any size or fit issues were not identified by R&M engineering consultant in 2023.

Mr. McNair stated that earlier renderings were not engineered and likely did not account for operational or safety requirements. He expressed concern that the north–south orientation may not provide adequate emergency access, turning radius, or safe egress, and could conflict with OSHA standards. He noted that an east–west orientation, supported by input from APTIM and the company’s safety lead, would address these issues and offered to provide a written memo documenting those safety concerns.

Commissioner Taylor suggested bringing in a safety officer to clearly explain potential hazards associated with the north–south building orientation. He cautioned against committing to an orientation that may pose future safety risks, noting that even without port-industry experience, common-sense concerns warrant consideration.

Chair Nelson explained that the original intent for the warehouse’s north–south placement did not involve trucks driving through the building. He stated that earlier discussions never raised safety concerns and that adequate space existed outside the structure for staging and cargo movement. He emphasized that the warehouse should simply be placed in the originally intended location and expressed frustration that a straightforward issue has become unnecessarily complicated.

Mr. McNair insisted on correcting the situation immediately by securing the demo permit so the structure can be taken down. He noted that if paying two mobilization fees is necessary—one to remove it now and another later to reinstall it elsewhere—he is willing to accept that cost.

Mrs. Bach noted that the fabric warehouse was funded and inspected under an FDOT grant, and any demolition must be coordinated carefully to avoid jeopardizing grant compliance. She emphasized that OHPA is responsible for ensuring all required permits and legal obligations are met and warned that removing the structure without timely reconstruction or FDOT’s written approval could place OHPA in violation of the grant terms.

Commissioner Hill discussed the continued delays related to finalizing the warehouse location. She emphasized the need for urgency in proceeding with the previously approved site to avoid additional mobilization costs and operational disruptions. It was noted that the warehouse structure is modular and can be relocated or resized as needed, and that the Board has expressed a preference for a north–south configuration. Concerns were raised that pursuing an alternative location or challenging the existing safety analysis could introduce further delays and jeopardize FDOT funding. Commissioner Hill advised that the current design can be permitted and approved as safe, with adjustments made later if necessary. She expressed frustration that the issue continues to reappear at multiple meetings and cautioned against incurring additional legal and consulting expenses for matters that should be straightforward.

Commissioner Hill noted that OHPA receives no warehousing revenue. Mr. McNair argued that the Operator provides matching funds and bearing the costs of relocation and utility extensions. Chair Nelson questioned the fire-suppression requirement given the nearby hydrant. Mr. McNair confirmed code mandates suppression for structures over 12,000 sq. ft. He reported that the original contractor did not obtain permits or a CO, and the warehouse was placed at its current location without authorization from OHPA. He reiterated his preference to proceed with an east–west configuration to expedite use of the warehouse and support increased cargo movement at the Port of Fernandina.

Chair Nelson requested clarification on when and why fire-suppression components were incorporated into the warehouse foundation design. He expressed interest in consulting the Fire Marshal to determine whether code requirements changed during the project timeline and noted that fire suppression had not been discussed during the initial meetings in which he participated. He emphasized his intent to keep the project moving forward.

c. **Renegotiation of Operating Agreement (MOU)**

- Court Order
- Notice of Appeal

Mrs. Bach reported that the Port Operator’s new attorney, Jon Lasserre of Rogers Towers, issued a letter stating that the Operator does not believe the Operating agreement should be renegotiated while the current appeal is pending. The Operator indicated they would be willing to revisit the matter once the appellate court issues its ruling.

Commissioner Taylor referenced the Gulf Breeze case, noting it took approximately two years to resolve. He expressed concern that if OHPA takes no action while the current appeal is pending, and if the ruling again goes against the Authority, OHPA will face an additional two years of unresolved tasks and financial exposure. He questioned what options would remain for OHPA if the appeal is unsuccessful and emphasized the need to consider steps that would prevent operations from being halted during the appellate process.

Commissioner Hill recalled that, during approval of the operating agreement, OHPA's then-attorney recommended including termination-for-cause or termination-for-convenience provisions. The Operator at the time opposed this, stating that any dissatisfaction by OHPA would constitute a contract breach and lead to litigation. She noted that OHPA now faces the consequences of that structure, relying heavily on legal enforcement of undisputed contract terms and incurring significant, ongoing legal fees—often over budget—as OHPA must both pay and later seek reimbursement. She emphasized that this pattern has persisted for years and continues to burden OHPA.

Vice Chair Moore stresses that **only about 25% of appeals in Florida are overturned**, making success statistically unlikely. They express frustration that they were told their case was strong before the initial hearing, yet the outcome did not reflect that confidence. Now, with the appeal, they are hearing similar reassurances even though **no new evidence will be introduced** and the appellate court will review the same record. With nothing changing except “a different set of eyes,” they question how their chances could be meaningfully better than the standard 25% reversal rate.

Commissioner Hill discussed responding to recent correspondence and the need for substantive responses to previously discussed points, rather than simple rejections.

Mr. LaPorte explains that the Board faces two intertwined issues: whether the lease qualifies for a property-tax exemption, and—if it does not—how the Port will cover the resulting tax burden. He noted that any required tax payments would ultimately have to come from port fees, since there is no other revenue source. Under the previous Operating agreement, the Port collected about \$1 million annually, which helped offset such obligations. If the Port loses the case, he estimates a recurring cost of roughly \$600,000 per year, raising the question of how to fund it.

Commissioner Hill argued that the Port should challenge the amount of the property-tax assessment, not just the right to be taxed. She noted that the current tariff structure and business conditions cannot support an assessment so high that it threatens the Port's ability to operate. If the property appraiser's valuation effectively puts the Port “out of business,” the Port can contest it by pointing to factors like flooding, limited usability, and other constraints. She distinguished between two processes: challenging the right to assess and challenging the valuation itself, the latter handled through the Value Adjustment Board with a short filing window—about 90 days after the assessment is issued. Mrs. Bach noted that the next opportunity to challenge valuation will come in October 2026.

Additionally, Mrs. Bach noted that some comparable properties elsewhere are taxed only on improvements, but in Florida both the land (“the dirt”) and the improvements are taxed. They argue that because the property is owned by a special government district, it should qualify for full tax exemption. However, the property appraiser appears focused on how money flows through port operations—from ship activity onward—which seems to be the basis of the appraiser's position in treating the property as taxable. Furthermore, in Florida, a lease is 100% taxable as compared with the business situation between the City and the city airport.

Commissioner Taylor questioned whether it would be more productive to bring Relay's attorney directly into the discussion rather than continuing to exchange letters. Mrs. Bach explained if the attorney and Relay maintain their position of refusing to renegotiate before the appeal, the next step would be for OHPA to send a formal written response stating that this is not acceptable. After reviewing the contract terms, the Board would expect a point-by-point explanation addressing their concerns and why renegotiation cannot occur before the appeal concludes.

Chair Nelson stated OHPA is effectively facing 75% odds of losing the appeal, and he is not comfortable accepting those chances. If the Operator refuses to renegotiate before the appeal concludes, OHPA may need to make a difficult decision: withdraw the appeal, allow the current tax ruling to stand, and let the Operator see the full tax burden as it exists now. He warned that cargo volumes have already peaked and declined, and future traffic is uncertain given regional conditions. Based on current activity, he believes the Operator cannot realistically generate the **\$5 million** needed. He argued it is time to stop avoiding the issue and insist on serious negotiations, noting that the Operator appears indifferent to OHPA's concerns. He pointed to unresolved operational issues—like the

warehouse not being moved—as evidence of inattention. The Chair concluded that the situation is unsustainable: the Operator must negotiate, or the board will have to make a firm decision.

The Board decided to draft a response to the Operator's legal counsel, indicating that current terms are unacceptable, and set a time certain to get together for discussion.

Commissioner Cole motioned to proceed with the letter to Jon Lasserre, Relay's attorney. Vice Chair Moore seconded the motion.

**The Board voted unanimously in favor of the motion.**

Mrs. Bach clarified she will include a time certain for a response before the next meeting on March 25. Additionally, the Board will take action on the MOU on March 25, after which Mr. Lasserre will have the opportunity to provide a response or proposed redline.

d. **Maintenance Dredging** (Funding, Updates)

Commissioner Cole explained that past dredging removed about 6,000 cubic yards at a cost of roughly \$240,000, and that this figure is likely the baseline for estimating a new project. However, updated EPA disposal rules may increase costs because material can no longer be dumped in the previous location and may now require trucking. He plans to explore a federal program that could help fund the dredging and will use these preliminary numbers to begin that process. The last dredging was completed in 2022. He also discuss coordinating with partners, preparing a request, and participating in an April 15 Fernandina harbor tour with the Army Corps of Engineers. Mr. McNair noted that Port staff will ensure representation.

e. **NPDES Stormwater Inspection at the Port** (Report)

The report was received from the FDEP confirming compliance specifically with the Port's Stormwater Pollution Prevention Plan (SWPP), records and trainings.

A copy of the report was distributed to the full Board prior to the meeting for review and reference.

f. **Shrimp Fest** (Selection, Action item)

Vice Chair Moore reported receiving one response so far, from the National Sport Fishing Association, and noted he has not yet followed up because Commission approval is still needed. He reviewed typical revenue splits for similar events—about 80% to charity and 20% to the host—and referenced last year's parking arrangements. An introductory email was forwarded so the association can present information and respond. Commissioner Hill reminded the Southside Elementary School is interested in participating also and wanted to ensure they have a fair opportunity to participate this year, with enough time for a decision at the next meeting.

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

The Chair asked for consent to proceed with discussion of item 12c and then allowed public comments specific to that item. The Board consented.

a. **Request for Gate logs and Mate's receipts** (Harbor Admin & Bunkering)

Chair Nelson noted that invoices sometimes include supporting documentation for bunkering activity, but not always, which makes it harder for staff to verify charges. He clarified that the needed backup is simply the gate log, which already records truck entries and exits for security purposes. He requested that, going forward, the gate log or related receipts be attached to every invoice so the totals can be easily matched and substantiated. Mr. Zित्रauer agreed to provide the requested documents.

b. **Allied inquiries** (Port Operator)

Mr. McNair discussed the status of the Allied security contract, noting that the prior RFP was suspended but revealed that other firms offered lower hourly rates. With the current contract expiring in August, Chair Nelson emphasized the need to engage Allied now to review rates and address concerns. The Board that Mr. McNair should speak directly with Allied about matching competitive pricing and correcting billing issues, including a recent overtime miscoding that Allied has since credited. Commissioner Hill requested for rates proposal for Board review if the Operator intends to communicate with Allied. Mr. McNair clarified that the goal is not to replace Allied but to ensure fair, updated terms.

c. **Extended Layberthing and Handling Agreement (Port Operator)**

Public comment:

➤ **Bob Virtue** – Fernandina Beach resident.

Mr. Virtue reminded the Board of its mission to serve public purposes for Nassau County and questions how Relay's proposed **90:10 revenue split** aligns with that mandate, noting it appears to benefit the operator more than the community. He asked whether the Operator would be providing services under the proposed \$500,000 Layberthing contract and express concern that the split is not fair to Nassau County residents. He also sought clarification about Relay's claim that the project represents a meaningful economic development opportunity. Mr. McNair explained that details are confidential but that commissioners under NDA are aware of the potential. Mr. Virtue reviewed job impacts and notes they appear limited. Questions about environmental impact, utilities, and ship connectivity arose, prompting the Chair to redirect technical Q&A to Port staff outside the meeting. Mr. Virtue closed with acknowledgment that Relay should be commended for pursuing new business opportunities, even if this particular proposal may not be the right fit.

The Chair explained that allowing the extended exchange was an intentional decision, emphasizing the Board's commitment to **transparency** with nearby residents and stakeholders. He noted OHPA has worked hard to rebuild trust, and shutting down public input would undermine that progress. While appreciating the responses provided, the Chair stresses that ensuring someone takes the time to speak with concerned neighbors is essential to maintaining that transparency.

The Chair reverted to item 12a for discussion.

Additional discussion: (The Chair returned to this item after concluding discussion on the final agenda item)

The Chair revisited the layberthing discussion, expressing concern about NDAs and emphasizing that any business conducted at the Port is the Board's business. He reiterates his skepticism of layberthing, viewing it as a filler activity when cargo volumes are low, and asks for an update. Mr. McNair explained that a confidential brief was provided to commissioners and that the opportunity would bring a new industry to Nassau County with no public harm. He outlined potential benefits: delaying the Port's dredging obligation, repurposing the Blue House as the prospect's headquarters at the Operator's expense, and creating a new revenue stream. He added that the Port has historically operated well below capacity and could expand to round-the-clock operations if needed to support both cargo and the new activity. He acknowledged existing distrust but frame the proposal as a mutually beneficial economic opportunity.

Chair Nelson raised concerns about berth priority, noting that long-standing customers like Somers Isle must not be displaced by layberthing or extended repair calls. He questions how Relay would manage conflicts when vessels need the berth for cargo operations. Relay responded that Somers Isle could temporarily move to in-shore anchorage when necessary, with Relay covering pilot fees, allowing other ships to work the berth around the clock and return Somers Isle afterward. The Chair emphasized his past practice of only allowing layberthing when the berth was guaranteed to be free for at least two weeks, warning that extended repair calls can quickly disrupt port operations.

Relay responded that they fully recognize Somers Isle's importance as a long-standing customer and major contributor to port activity. They explained that the new prospect would only require 400 feet of berth space and would be positioned on the shoaled-up south end of the terminal. This would leave roughly 800 feet of berth available to accommodate existing cargo customers, including Somers Isle, bulk vessels, and container ships, ensuring their operations remain the priority.

Commissioner Taylor thanked the Operator for proactively seeking new business opportunities, noting that this proposal could bring high-paying jobs and meaningful economic development to Nassau County without expanding the Port's footprint. He emphasized that it represents a strong opportunity for both the Port and the community and expressed appreciation for the operator bringing the prospect forward.

Commissioner Hill emphasized that any agreement with the prospect must occur in tandem with the Operating agreement, ensuring both deals move forward at the same time. She explained that Florida's economic-development "Sunshine" exemptions allow certain relocation discussions to remain confidential for 12–24 months, though all records will eventually become public. Mr. McNair asked the Board for a motion authorizing him to proceed as outlined in his memo. If the Board agrees, the prospect is already prepared to attend the next meeting to present directly to the commissioners.

Commissioner Taylor motioned to approve the Operator proceed with negotiations with the prospect. Vice Chair Moore seconded the motion.

**The Board voted unanimously in favor of the motion.**

**Ad Hoc discussion:**

Mr. McNair reported that the crane-rebuild grant has encountered a procedural issue because FDOT requires the project to be competitively bid. Although the Operator has identified qualified vendors to avoid the added cost of a general contractor, FDOT indicated that reimbursement cannot occur without a formal procurement process. Counsel explained that unless FDOT provides a written waiver, the OHPA must issue an RFP to comply with state requirements. She noted that the process can be streamlined—a brief, two-week posting with targeted distribution would satisfy the competitive-bid obligation. After discussion, the Board agreed that preparing an RFP is the appropriate path for Board approval at the next meeting before the solicitation is posted.

**d. Legal services Reimbursements (Board direction requested)**

Mrs. Bach explained how legal service reimbursements are structured: OHPA pays her firm directly, and OHPA then seeks reimbursement from the Port Operator for litigation-related fees. All billing is clearly separated so only property appraiser litigation charges are submitted for reimbursement. Although the Operator has occasionally reimbursed small amounts, roughly **\$9,900** remains unpaid with no explanation or dispute, despite prior assurances that reimbursement would not be an issue. Mr. McNair asked for the relevant correspondence so he can follow up directly with his CFO. Vice Chair Moore noted that payment timelines have been inconsistent—sometimes partial, sometimes delayed without justification—and emphasize the need for clear communication and timely reimbursement going forward.

Mrs. Bach discussed a recent \$1,200 tax-exemption filing and clarifies that it was billed under the attorney’s retainer, though Commissioner Hill believes it should fall under the property appraiser matter since it relates directly to the tax-exemption process. She asked to explore whether routine annual filings can be handled in-house by Mr. LaPorte to reduce costs. The conversation then shifted to unpaid legal reimbursements, including roughly \$16,000 related to the fabric warehouse matter and \$22,000 tied to the property appraiser litigation. The Operator’s legal counsel has disputed portions of these charges, but Chair Nelson stressed that these are real expenses incurred and cannot remain unresolved. The Chair requested a firm deadline—by the next meeting on March 25—for the Operator to address the outstanding invoices, provide explanations for any disputed amounts, and ensure timely, consistent reimbursement going forward.

Commissioner Hill requested that commissioners stop copying the attorney on routine emails, noting that doing so unnecessarily increases legal billing because she must read every message to ensure nothing requires legal action. Instead, commissioners should copy Mrs. Hebron, who is the full-time staff member responsible for handling administrative communication. The attorney should only be included when the Board formally directs her to draft a legal document or perform legal work. The goal is to reduce avoidable legal charges and keep email review within staff unless true legal action is needed.

The Chair stated that no action will be taken at this meeting but asks Mr. McNair to keep commissioners copied so they remain informed. All outstanding legal invoices will be compiled for distribution to the Operator and the Board for review at the next meeting. The Board can evaluate what was agreed to, what remains unpaid, and determine next steps at that time.

The Chair reverted to the extended layberthing item for additional discussions.

**13. Office Manager Report**

Mrs. Hebron submitted a written report included in the meeting packet for reference. She also provided verbal reminders regarding certain items that required Board direction (bamboo fence proposal and the Ritz Carlton Cookout event at the Port’s rail dock).

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

**Commissioner Taylor**

He reported that Governor DeSantis recently awarded a \$6.2 million grant to Nassau County to build a roadway network at the western portion of the County to an industrial site, supporting future manufacturing and reinforcing infrastructure. The project is expected to generate more than 1,200 direct jobs, representing a significant economic benefit for the County.

**Commissioner Hill**

She expressed appreciation to the Chair for referring two volunteer representatives from Nassau School Transportation to represent the County on the TPO.

**15. Adjournment**

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

\_\_\_\_\_

**Date:** \_\_\_\_\_



**OCEAN HIGHWAY & PORT AUTHORITY**  
Nassau County, Florida

**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**

Minutes  
March 25, 2025

The Ocean Highway and Port Authority, Nassau County, held its monthly meeting on Wednesday, March 25, 2026, at the Peck Center, Willie Mae Ashley Auditorium, 516 S 10<sup>th</sup> Street, Fernandina Beach, FL 32034.

1. **Public Meeting Call to Order, 6:00 PM – Chairman**  
Chair Nelson called the public meeting to order at 6:00 PM.
2. **Invocation**  
Vice Chair Moore gave the invocation.
3. **Pledge of Allegiance**  
Commissioner Cole led the pledge.
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

Rossana Hebron, Administrative Office Manager, conducted the roll call. All Commissioners were present except Commissioner Taylor. Also in attendance were Tammi E. Bach, OHPA Attorney; Pierre LaPorte, OHPA Accountant; and Travis Zittrauer, Port Terminal Manager for the Port Operator.

5. **Welcome Guests (Chair)**  
Chair Nelson welcomed the audience.
6. **Public Comments** on non-agenda items (Comments submitted prior to the meeting, limit 3 minutes per speaker)
7. **Old Business** (Public comments permitted. Limit 3 minutes per speaker)
  - a. **Website Redesign** (Updates, Deliverables for Action item)  
Lori Osborne, Bizbolster, presented.  
The Board reviewed phase 1 of the website redesign, including the current logo and the new logo proposed by Commissioner Taylor. The Board confirmed a simplified contact-form approach for public records requests. Mr. Kaplan's team, ADA Ally, also reiterated that existing meeting packets and other posted documents must be remediated for accessibility, noting that providers can be trained at low cost to perform this work. Mrs. Bach agreed to research specific legal requirements and schedule a follow-up meeting to clarify the obligations under 189.069. It was the Board's consensus to retain the bios on each individual commissioner's page. Ms. Osborne requested that the commissioners share additional photos of the various districts in Nassau County for use on the website. Chair Nelson offered to follow up directly and coordinate with the Port Operator to ensure Ms. Osborne receives the most up-to-date information about the Port of Fernandina.
  - b. **Fabric Warehouse** (Update, surveys/permits from Operator)  
Mr. McNair confirmed a demolition permit was received. Commissioner Hill asked whether disassembling and reassembling the building would require a different permit, and staff confirmed that two separate permits would be needed. She noted that email exchanges showed confusion about the plan, despite the Board's clear direction to relocate the building in a north-south orientation in the upper right corner of the Port block. She highlighted that the contractor appeared to be receiving mixed proposals and unclear guidance from the Operator. Mr. McNair reiterated why the north-south orientation is not feasible and outlined an alternative layout for consideration. Commissioner

Hill acknowledged that, although public funds are being used, the decision to relocate the building stems from earlier errors in siting and construction that now require correction.

Vice Chair Moore discussed discrepancies between the approved RFP specifications for a 22,000 square foot building and what was actually purchased and constructed. Chair Nelson emphasized that taking the building down without reconstruction would not be acceptable. He emphasized reconstructing the building in the previously approved location (northeast corner, N-S configuration). He also cited the Fire Marshal's clarification that fire suppression requirements became necessary due to the 180-day threshold for permanent structures.

Commissioner Hill explained that when applying for the permit, engineered site drawings will be required, showing the precise location and elevation of the building. She emphasized that this is the information the Board needs in order to approve the location, noting that this requirement has been reiterated multiple times.

Commissioner Hill moved to direct the Operator to apply for the reconstruction permit in the original location (northeast corner, N-S configuration). Vice Chair Moore seconded the motion.

**Discussion:** Commissioner Hill stated that if the warehouse is removed from the property, the Board must be informed of its location. As the warehouse is public property, its custody and storage must be clearly documented, and its safekeeping ensured wherever it is temporarily placed. Mrs. Bach recommended avoid the phrase "original location" and instead specifying the exact location being referenced.

Commissioner Hill amended her motion to include the rendering from March 11, 2026 meeting packet, #237-2-01 Revise A. Vice Chair Moore amended his second accordingly.

Mr. McNair explained that reorienting the warehouse would create major operational and safety issues: limited ingress/egress, forklift blind spots, no truck clearance, and risks from moving equipment through active container-handling areas. He added that the far-right location would also hinder safe evacuation in an emergency.

**The Board voted unanimously in favor of the motion.**

c. **Renegotiation of Operating Agreement** (Update, MOU)

- Court Order
- Notice of Appeal

Mrs. Bach reported on negotiations with Jon Lasserre, Relay legal counsel, regarding the Operating agreement. She explained that while there may be contractual language allowing amendments, Mr. Lasserre indicated consent from the trustee and bondholders would be required, and the Operator is not interested in making changes until after hearing from the appeals board. She noted that even if trustee or bondholder consent were required for contract changes, their first question would be whether the Operator agrees to the modification. If the Operator does not agree, the trustee and bondholders would not authorize OHPA to unilaterally amend the contract.

Furthermore, Mr. Lasserre's research showed that other ports—and even the local airport—are taxed only on improvements, not on the land. Mrs. Bach asked him to consult with counsel, Gunster, noting that if the property appraiser adopted this approach, it could substantially reduce the Port's tax burden.

Commissioner Hill argued that it is inconsistent for the other party to insist on strict adherence to the indenture when seeking consent yet ignore other provisions—specifically the requirement to give OHPA advance notice of a sale, which did not occur. She noted that this selective, self-serving interpretation of the indenture is problematic.

Mr. LaPorte disagreed with the on-going renegotiation endeavor and emphasized that any property-tax liability—now or in the future—would have to be paid from port revenues. He noted that if the lawsuit is lost and the Port cannot absorb the tax burden, the Port could face insolvency, meaning that renegotiating the Operating agreement would not change the underlying financial risk.

Mrs. Bach explained that a recent press release from the property appraiser—referencing the operating agreement—is what prompted the Board to address the issue publicly. She emphasized that the Board has not used the lawsuit or appeal as a pretext to amend the Operating agreement, though they have been open about believing the agreement is one-sided. The property appraiser, who prevailed at the trial level, has stated that the Operating agreement needs changes, though without specifying which provisions. This led the Board to pursue a Second Amendment and engage the Operator in good-faith discussions about potential revisions, recognizing that any changes would also

require involvement from the trustee because the operating agreement is part of the collateral and borrower documents.

Mrs. Bach stated that based on the Relay's attorney's advice, continuing to push negotiations is pointless because OHPA cannot negotiate with itself. The latest information is that the Operator is unwilling to renegotiate the agreement while the appeal is pending. Chair Nelson noted that the Board keeps placing the item on the agenda but repeatedly hits the same barrier. He emphasized that the record should reflect the Board made a full, good-faith effort to improve what they view as a bad deal, but legal constraints and the Operator's unwillingness prevent progress—despite the operator expecting cooperation from the Board when they need something. He added that the issue must be confronted directly, because otherwise the likely outcome is receivership. They reiterated that the operating agreement is a bad deal, and that the Board has consistently tried to act responsibly and in good faith.

Commissioner Hill explained that the draft amendment addresses recurring issues in the operating agreement by clarifying provisions that have caused disputes in litigation. These include ensuring OHPA's access to port business and facilities, clarifying consultation requirements for new business without NDAs, and refining revenue-share language. A key new request is restoring OHPA's control over port revenues, consistent with the charter and prompted by ongoing invoicing and operational control problems highlighted in recent depositions. She recommended giving the Operator's attorney one final opportunity to respond; if not, the Board should move forward with issuing an RFP to protect the Port's public responsibilities and avoid future insolvency or receivership.

Mrs. Bach asked that the amendment be placed on the next agenda so Mr. Lasserre has time to review the materials just received and discuss them further. The Board agreed to include the item again, along with Commissioner Hill's documentation, and to request a formal response from him before the next meeting.

d. **Maintenance Dredging (Funding, Updates)**

Commissioner Cole reported no updates at this time. They made a federal-level phone call earlier today but do not yet have concrete information to share. They expect to have more to report by the next meeting.

Vice Chair Moore noted the need to review all available funds and emphasized OHPA's obligation under Section 9 to maintain dockside dredging. He proposed Resolution 2026-R05 for discussion and a vote. The draft was received earlier this afternoon and distributed to the Board and therefore was not included in the meeting packet. He explained that the available CIRM funds—and whatever continues to accumulate until dredging is completed—would be earmarked specifically for maintenance dredging. While these funds will not cover the full cost, this allocation is a positive step that helps fulfill OHPA's obligation under Section 9 of the Operating agreement.

The Board deferred the resolution to the next meeting to allow Commissioner Cole time to review the draft and verify the project's cost estimate.

e. **Delinquent Reimbursement/Funding**

➤ Legal services Reimbursements (Board direction requested)

The discussion centered on approximately \$30,000 in outstanding legal reimbursement requests, including \$9,900 (Mrs. Bach's work on the property appraiser matter) and \$19,102.50 related to the property appraiser case (\$2,787.50) and fabric warehouse case (\$16,315) for the former OHPA Attorney's work, respectively. Mr. McNair confirmed that the \$9,900 reimbursement is scheduled to be paid. The Operator, Savage, has declined to reimburse certain fees, asserting that the former OHPA Attorney was responsible for filing errors. Attorney Jon Lasserre is reviewing the fabric warehouse billing to determine which charges were authorized and which were not.

Mrs. Bach sent a letter to the former OHPA attorney stating that he is responsible for reimbursing OHPA for the alleged unauthorized work that OHPA paid.

Attorney Jon Lasserre will review documentations to determine what work was properly approved. Mrs. Hebron noted that Savage previously paid for related invoices and cannot retroactively reverse its position. She also reiterated the importance of having commitments documented in writing to avoid repeating past problems. Mr. McNair agreed to cover the cost of Mrs. Bach's work on this matter and will provide written confirmation of that commitment by email.

f. **Extended Layberthing and Handling Agreement (Update, Port Operator)**

A copy of the MOU drafted by Mr. McNair was included in the meeting packet for reference.

Mr. McNair noted that the MOU contained an error—specifically, it incorrectly referenced the Blue House as part of the facility. He clarified that the document simply restates the action unanimously approved at the prior meeting. He requested that the corrected MOU be formally signed and expressed his intention to bring the prospects to a future meeting for introductions once it is executed.

Vice Chair Moore raised concerns about the proposed 90/10 revenue split, stating it seemed excessive. He suggested that a 75/25 split would be more reasonable, while noting he was not attempting to interfere with ongoing negotiations.

In response, Commissioner Hill explained that she reviewed revenue figures, current operating contributions, and sought benchmarking from other ports, and she is comfortable with a 10% rate but would still like comparative data. She emphasized that the key consideration is how future improvements—particularly dredging needs—would be managed. Mr. McNair noted that the proposal would relieve OHPA of dredging obligations for roughly 40 months, as the prospect’s vessels require only about 26 feet of depth. He added that the prospect would locate offices in the Blue House, which remains port property but would require a full renovation due to its poor condition.

Chair Nelson asked whether the project was expected to last about one year. Mr. McNair clarified that it is an ongoing operation, with an initial term of approximately 40 months.

Commissioner Hill questioned language in Paragraph 1 of the MOU, noting it appeared to waive OHPA’s ability to assert defaults under the Operating agreement for an agreement the board has not seen. Mr. McNair explained the clause was intended only to address Section 6.10 and could be simplified. Commissioner Hill requested that the final two sentences be removed, keeping only the authorization for Relay to enter into a new line-of-business agreement so long as it complies with the Operating agreement. She also noted that OHPA should not waive rights related to impacts on the community or handling of scheduled substances. She further discussed that any resulting service agreement would ultimately be public, with only pre-agreement negotiations eligible for temporary confidentiality.

Mrs. Bach noted that Florida’s public records laws include limited exemptions for trade secrets and certain narrowly defined financial information. These protections are specific and apply only in restricted circumstances.

Chair Nelson set an April 1 deadline for submitting a revised draft reflecting the requested changes, with the expectation that marked-up edits would be sent to Mr. McNair in advance for his review and revisions. The item was deferred to the next meeting for a Board vote.

g. **Shrimp Fest** (Selection, Action item)

Southside Elementary indicated they can staff three parking lots but would prefer to manage only the two lots on Dade Street due to volunteer limitations. They agreed to an 80/20 revenue split with OHPA for the lots they operate. Chair Nelson noted it would be safer to limit the arrangement to two lots and keep the shrimp lot open in case vessel traffic or operational needs arise, especially given congestion on Front Street during the event.

Commissioner Hill objected to the proposed 80/20 revenue split, arguing that OHPA should forgo a share entirely given the small dollar amount and the charitable purpose. She noted that festival-weekend parking on private property is generally allowed without a special permit because nonprofits typically retain the proceeds. Chair Nelson agreed that allowing Southside Elementary to keep all revenue would be a meaningful gesture, especially given current school budget pressures. He emphasized that the school provides the volunteers and manages the operation. The Board reached consensus to allow Southside Elementary to operate the two Dade Street lots and retain all proceeds.

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

a. **Fender Replacement** (Invoice, Funding, Grant G2437 Reimbursement)

Mr. McNair reported that the fender replacement project is complete. A photo opportunity is scheduled for the following day at 1 p.m., with a reminder to use life jackets for safety when viewing the fenders. Relay is awaiting the final invoice from TIC before submitting for grant reimbursement. He noted the project went smoothly and thanked Mr. Zittrauer and his team for their assistance.

Mr. McNair noted that Relay is still awaiting the final invoice. Mrs. Hebron added that the grant expires on March 31, after which OHPA has 120 days to submit all required documentation for grant reimbursement request to FDOT.

b. **RFB Crane Refurbishment** (Action item)

Mr. McNair explained that FDOT requires a competitive procurement process. He drafted a specialized RFP that breaks the crane rehabilitation work into three separate components—mechanical rebuilds (including removal and off-site overhaul of engines and motors), electrical and controls work, and spot painting. Relay will manage the project directly rather than hiring a general contractor. She noted that issuing the RFP ensures full compliance and may attract additional bids.

Commissioner Cole motioned to proceed with the RFP pending Mrs. Bach’s review and recommendation. Vice Chair Moore seconded the motion.

**Discussion:** Commissioner Hill reviewed the administrative and compliance requirements that must be incorporated into the RFP, including safety standards, work schedules, oversight, invoicing, and eligibility criteria tied to FDOT procurement rules. Bidders must meet all required registrations, insurance, and documentation standards to qualify for reimbursement. Counsel noted that additional affidavits—such as anti-human-trafficking and E-Verify certifications—should be referenced in the RFP so proposers are aware of mandatory compliance obligations.

The Chair set an April 1 deadline for submitting the revised draft with the agreed-upon amendments.

**The Board voted unanimously in favor of the motion.**

c. **Tangible Personal Property Tax** (Discussion)

Regarding tangible personal property, the Board decided, following Mr. LaPorte’s recommendation, to file the required reports despite being exempt, as it provides an opportunity to update equipment listings and potentially remove non-functional equipment.

Mr. LaPorte will submit the tax report on behalf of OHPA to meet the deadline on April 1.

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

• **Bamboo fence** (Update)

Chari Nelson discussed WestRock’s request to plant bamboo along the shared fence line. He raised significant security and compliance concerns, noting that Coast Guard regulations require a 36-inch vegetation-free buffer along the fence and that bamboo is difficult to control once established. Because the fence line is on Port property, he cautioned that planting bamboo on the port side could create long-term maintenance and security issues. The Chair requested that the FSO consult with the Coast Guard and report back with guidance before any decision is made.

• **FDOT on site** (Photos of fenders, March 26)

Discussed under 8a.

• **Port of Fernandina Annual Meeting** (Questionnaire submit prior to April 21)

Mr. Zittrouer promised to complete the questionnaire on or before the deadline on April 7.

The Board authorized the payment of \$1,242 for the QuickBooks 2026 subscription renewal, noting that the item is budgeted.

Mrs. Hebron reminded Commissioners to share photos for the website, preferably without people in them. She noted that FDOT requires bid tabulations for the crane refurbishment RFP and will request the commissioners submit one individually once bids are received. She confirmed the RFP will be posted for a 30-day period. Lastly, access for past Dropbox participants was removed per Commissioner Hill’s request.

10. **Adjournment**

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

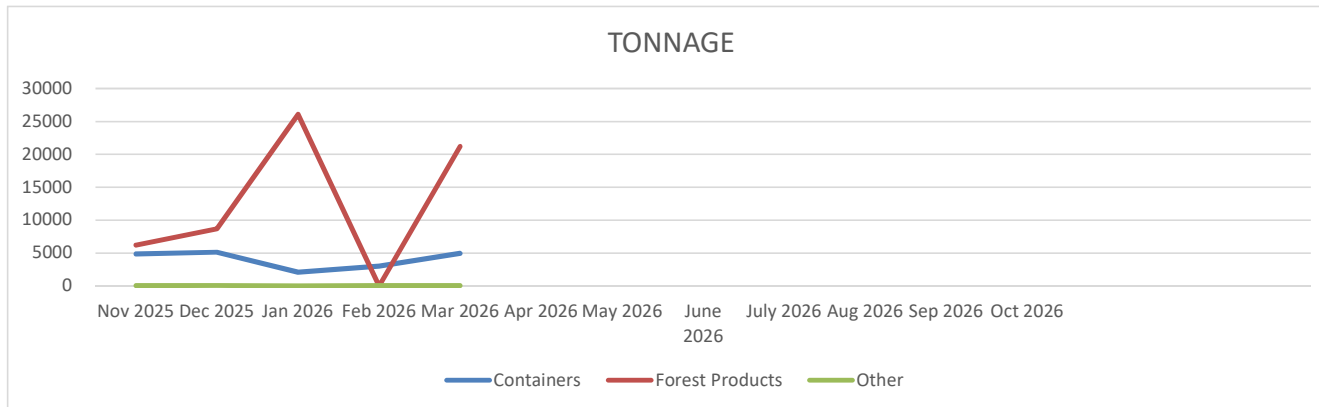
**Date:** \_\_\_\_\_



# Port Operator Report

**Worldwide Terminals  
Port of Fernandina  
Tonnage By Commodity  
2026**

Commodity	2025 Total	2026 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2026 YTD	2025 YTD	Variance
<b>Containers</b>																
Throughput Number	8,062	366	475	667										1,508	1,386	122
Container Tons	57,519	2,082	3,013	4,963										10,058	9,754	304
Total Equivalent Units (TEUS)	8,195	368	479	675										1,522	1,391	131
Restow TEUS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Breakbulk Cargo</b>																
Kraft Liner Board (KLB)	43,077	4,931		6,600										11,531	7,567	3,964
Lumber	22,639	479		704										1,182	4,080	(2,897)
Plywood/Hardboard	49,959													0	9,330	(9,330)
Steel	4,796													0	606	(606)
Woodpulp	123,628	20,679		13,900										34,580	14,698	19,882
Breakbulk Other	377													0	9	(9)
Bulk Cargo	281	0	11	15										26	95	(69)
Total General Tons	244,757	26,089	11	21,219	0	0	0	0	0	0	0	0	0	47,319	36,385	10,934
<b>Total Tons</b>	<b>302,276</b>	<b>28,171</b>	<b>3,024</b>	<b>26,182</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>57,377</b>	<b>46,139</b>	<b>11,238</b>
<b>Dockage</b>																
Dockage Days	221	12	18	13										43	46	(3)
Vessel Port Calls	67	4	6	6										16	12	4
Total rail cars	1,427	125	194	115										434	330	104
Average trucks per day		32	34	32												





# Old Business



**Fabric Warehouse Relocation  
(Letter or Resolution)**



***Ocean Highway & Port Authority***  
***Nassau County***

April 8, 2026

**To:** Florida Department of Transportation (FDOT)

**Attn:** Kyle Coffman, FDOT Modal Development Manager

**Re:** Acceptance of FDOT Offer for Safety Analysis Related to Fabric Warehouse Relocation

Dear Mr. Coffman,

The Ocean Highway and Port Authority (OHPA) hereby confirms its intent to accept the Florida Department of Transportation's offer to provide a safety analysis at the Port of Fernandina in connection with the proposed relocation of the fabric warehouse.

This acceptance is made with the understanding that:

1. FDOT will engage a qualified safety consultant to conduct the analysis; and
2. Both OHPA and the Port Operator agree to comply with the FDOT safety consultant's recommendations with regard to relocation of the fabric warehouse, subject to approval by the OHPA Board.

This letter will be executed by both OHPA and the Port Operator after formal approval by the OHPA Board at its April 8, 2026 meeting.

We appreciate FDOT's continued partnership and commitment to supporting safe and efficient port operations at the Port of Fernandina.

Sincerely,

---

**Ray Nelson**, Chairman/Ocean Highway and Port Authority of Nassau County, Florida

**Acknowledged and Agreed:**

---

**Ted McNair**, President/Relay Terminals

**RESOLUTION NO. 2026-R06**

**A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY (OHPA) ACCEPTING THE FLORIDA DEPARTMENT OF TRANSPORTATION’S OFFER TO PROVIDE A SAFETY ANALYSIS AT THE PORT OF FERNANDINA IN CONNECTION WITH THE FABRIC WAREHOUSE RELOCATION, AND AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTS.**

WHEREAS, the Florida Department of Transportation (“FDOT”) has offered to provide a safety analysis at the Port of Fernandina related to the proposed relocation of the fabric warehouse; and

WHEREAS, FDOT has conditioned this offer on the requirement that both OHPA and the Port Operator agree to comply with the recommendations of the safety consultant; and

WHEREAS, OHPA recognizes the importance of ensuring safe and efficient port operations and wishes to formally accept FDOT’s offer to conduct a safety analysis.

NOW, THEREFORE, BE IT RESOLVED BY THE OCEAN HIGHWAY AND PORT AUTHORITY THAT:

1. OHPA hereby accepts FDOT’s offer to provide a safety analysis at the Port of Fernandina related to relocation of the fabric warehouse.
2. OHPA and the Port Operator shall agree to comply with the recommendations issued by the FDOT-retained safety consultant.
3. The Chair is authorized to execute a joint acceptance letter with the Port Operator reflecting the terms of this resolution.

This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of April, 2026.

**OCEAN HIGHWAY AND PORT AUTHORITY**

**Nassau County, Florida**

By: \_\_\_\_\_ **Ray Nelson**, Chairman

Attest: \_\_\_\_\_ **Miriam Hill**, Sec/Treasurer



**Operating Agreement  
(2<sup>nd</sup> Amendment, MOU)**

## SECOND AMENDMENT TO OPERATING CONTRACT

Between OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY and NASSAU TERMINALS, LLC

This **Second Amendment to Operating Contract** (“**Second Amendment**”) is made and entered into as of \_\_\_\_\_, 2026 (“**Effective Date**”), by and between the **OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY**, a body politic and corporate and a political subdivision of the State of Florida (“**AUTHORITY**” or “**PORT AUTHORITY**”), and **NASSAU TERMINALS, LLC**, a Delaware limited liability company authorized to do business in the State of Florida (“**Operator**”).

### RECITALS

WHEREAS, the Port Authority and Operator are parties to that certain **Operating Contract dated October 5, 2018** (“**Operating Contract**”) as amended by that First Amendment to Operating Agreement dated October 12, 2022; and

WHEREAS, the parties desire to clarify governance, transparency, revenue control, exclusive use, new business approvals, office space, and security matters while preserving the remainder of the Operating Contract;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### 1. UNRESTRICTED ACCESS; TRANSPARENCY

#### 1.1 Access to Port Business, Records, and Facilities

Operator acknowledges that the Port Authority shall have full knowledge of, and unfettered access to, all Port business, operations, records, accounts, contracts, data, systems, and facilities, whether maintained physically or electronically, and whether related to cargo handling or any other Port activity.

Such access includes, without limitation:

- real-time access to operational information;
- access to all contracts, subcontracts, and agreements affecting Port operations;
- access to financial records, bank statements, and transaction histories; and
- unrestricted physical access to all Port-owned or Port-controlled facilities at all reasonable times.

Nothing in this Amendment limits the Authority’s existing audit, inspection, or oversight rights under the Operating Contract. All access under this section shall be subject to security policies of the Operator which are required to comply with laws and regulations applicable to the Port of Fernandina.

## **2. CLARIFICATION OF “EXCLUSIVE USE” PROVISION**

### **2.1 Limitation to Competing Contractors**

Any provision in the Operating Contract granting Operator priority, first right, or exclusive use of Port facilities is hereby clarified to mean exclusive as against competing private contractors only and only as to the existing cargo handling and warehousing currently specifically permitted under the Operating Contract.

### **2.2 No Exclusion of Port Authority**

Nothing in the Operating Contract shall be interpreted to:

- exclude the Authority from its own facilities;
- limit the Authority’s access, presence, or use of the Port; or
- impair the Authority’s statutory, charter, or governmental authority over Port property and operations.

Port Authority retains full rights of ownership, control, oversight, and governmental use of the Port at all times.

## **3. CONSULTATION REGARDING NEW BUSINESS**

### **3.1 Required Consultation**

Operator shall confer in advance with the Port Authority board regarding all proposed new business, services, customers, or operational changes, particularly those that may:

- impact the surrounding community,
- affect land use, traffic, noise, or environmental conditions, or
- materially alter the overall mix or character of Port business.

### **3.2 No Waiver of Authority**

“Consultation” as required in Section 3.1 above, does not diminish the Port Authority’s authority to approve, condition, or disapprove any such business consistent with its Charter and applicable law. The Operator shall not require individual Commissioners to execute any other contracts or non-disclosure agreements in order to effectuate this section.

## **4. REVENUE SHARING FOR NEW BUSINESS LINES**

### **4.1 Revenue Share Required**

For any new business line, activity, or revenue stream to be conducted on or with Authority-owned facilities, equipment, or assets, and not expressly contemplated by the Operating Contract (including but not limited to utilities, energy, non-cargo services, or ancillary commercial activities), Operator shall enter into a written revenue-sharing agreement with the Port Authority which shall include, at minimum, reimbursement to the Authority of all costs associated with such new business or activity, together with appropriate indemnity obligations of the Operator.

## **4.2 Approval Required**

No new business line may commence unless and until:

- the revenue-sharing structure is approved by the Port Authority; and
- such agreement is documented in writing.

## **5. CONTROL OF PORT REVENUES**

### **5.1 Deposit of Proceeds**

All proceeds from Port Operations, including all revenues generated from Operator activities, shall be deposited into one or more accounts with a bank or banks designated by the Port Authority and in the name of the Ocean Highway and Port Authority.

### **5.2 Purpose**

This structure is intended to:

- ensure the Authority retains control over Port funds;
- ensure compliance with the Authority's Charter; and
- ensure compliance with Florida law governing public funds.

Operator shall have access to such accounts only as authorized by the Port Authority and consistent with approved budgets and agreements.

## **6. PUBLIC RECORDS CONFIRMATION**

### **6.1 Deletion of Prior Provision; Return of Records**

**Section 8.1 of the Operating contract is hereby amended and restated in its entirety as follows:**

Operator shall maintain its accounts and all records pertaining to dockage and wharfage fees, Operator Revenues, and Operator compensation in accordance with generally accepted accounting principles and practices. Operator shall retain such accounts and records, including all documents received from the

Port Authority and/or any third party in connection with dockage and wharfage fees or Operator Revenues and compensation, for the period required under applicable public records and records-retention laws.

Operator shall permit duly authorized representatives of the Port Authority during the term of the Operating Agreement and thereafter for so long as such records are required to be maintained under applicable public records and records-retention laws to have access to all accounts, books, documents, papers, and records of Operator relating to dockage and wharfage fees and Operator Revenues for the purpose of audit, examination, and inspection. Operator shall make available adequate facilities for such purposes and shall permit duplication of any records subject to such inspection.

The audit, access, and inspection rights set forth in this Section 8.1 shall survive expiration or termination of the Operating Agreement and shall be coterminous with Operator's record-retention obligations under applicable law.

## **Section 8.2 of the Operating Contract is hereby deleted in its entirety and replaced with the following:**

All public records and other records related to Port operations that are made or received by Operator in connection with the performance of the Operating Contract are and shall remain the property of the Port Authority. Upon expiration or termination of the Operating Contract for any reason, Operator shall return to the Authority all such records, in whatever form maintained (including paper, electronic, and digital formats), in compliance with applicable public records and records-retention requirements, including Chapter 119, Florida Statutes, and any applicable retention schedules. This obligation shall survive expiration or termination of the Operating Contract.

## **7. PORT AUTHORITY ADMINISTRATIVE OFFICES; OPERATOR ADMINISTRATIVE OFFICES**

### **7.1 Relocation of Port Authority Administrative Offices to the Port**

Authority shall relocate its administrative offices to the Port.

### **7.2 Office Space Provided**

Operator shall provide suitable office space at the Port to Authority at no cost, including reasonable access to utilities and common areas, sufficient for Authority's administrative functions.

### **7.3 Operator Administrative Offices.**

The Port Authority values having a local manager and single point of contact for Port Operations. This requirement was specifically negotiated and provided for in the Agreement because this has a significant value to the Authority. Therefore, the parties hereby agree that in addition to any existing obligations of Operator under the Agreement, Operator Shall notify the Port Authority and obtain

Authority's prior written consent before closing or substantially diminishing its administrative offices or administrative footprint in Fernandina.

## **8. SECURITY SERVICES (MOU CONFIRMATION)**

### **8.1 Security Contracting Authority**

Security services at the Port shall be governed by a separate Memorandum of Understanding (MOU) between the parties, which shall confirm that:

- Authority contracts directly with the Port security provider;
- Authority maintains a direct line of communication with the security provider; and
- security costs are paid from Port revenues.

### **8.2 No Delegation of Police Powers**

Nothing in the Operating Agreement or this Amendment authorizes Operator to control, direct, or supersede Authority's authority over Port security. The Authority expressly retains Police Powers over the Port of Fernandina and public assets of the Authority.

## **9. RIGHT OF OFFSET; SETOFF**

### **9.1 Right of Offset**

The Port Authority shall have the unconditional right, upon written notice to Operator, to offset or set off against any amounts otherwise due or payable to Operator under this Operating Contract any amounts owed by Operator to the Port Authority, whether such amounts arise under this Operating Contract or otherwise, and whether such obligations are liquidated or unliquidated, fixed or contingent, matured or unmatured, and regardless of when such obligations arose.

### **9.2 No Waiver of Other Remedies**

The exercise of the right of offset shall not constitute a waiver of any other rights or remedies available to the Port Authority at law or in equity, all of which are expressly reserved.

### **9.3 Survival**

The rights set forth in this Section 9 shall survive expiration or termination of the Operating Contract.

### **9.4 Priority**

Operator acknowledges that the Port Authority's right of offset is a material term of this Agreement and is intended to ensure protection of public funds.

## **10. Amendment to Section 6.5 (Correction of Scrivener's Error)**

Section 6.5 of the Operating Contract is hereby amended solely to correct a scrivener's error.

The reference in Section 6.5 to a "maximum annual budgetary allocation of \$251,675,000" is hereby deleted and replaced with "a maximum annual budgetary allocation of Two Hundred Fifty-One Thousand Six Hundred Seventy-Five Dollars (\$251,675)," adjusted for inflation as provided in Section 6.5.

Except for the correction of this scrivener's error, all other terms, obligations, percentages, escalation provisions, and applications set forth in Section 6.5 remain unchanged and in full force and effect, and the parties acknowledge and agree that this amendment reflects their original intent at the time the Operating Contract was executed.

## **11. MISCELLANEOUS**

### **11.1 No Other Modifications**

Except as expressly amended herein, all terms and conditions of the Operating Contract remain in full force and effect.

### **11.2 Conflict**

In the event of a conflict between this Amendment and the Operating Contract, this Amendment shall control.

### **11.3 Governing Law**

This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

## **INDEMNIFICATION; COST REIMBURSEMENT**

### **Indemnification by Operator**

To the fullest extent permitted by law, Operator shall indemnify, defend (with counsel reasonably acceptable to the Authority), and hold harmless the Ocean Highway and Port Authority of Nassau County, its Commissioners, officers, employees, agents, consultants, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses of every kind and nature whatsoever, whether direct or indirect, foreseen or unforeseen, including without limitation attorneys' fees, paralegal fees, expert fees, consultant fees, court costs, and costs of investigation and enforcement, arising out of, relating to, or resulting from:

(a) the Operating Contract, this Second Amendment, or any other agreement or arrangement between Operator and the Authority whether already existing or hereinafter entered into;

(b) the acts or omissions of Operator, its members, managers, officers, employees, contractors, subcontractors, invitees, or any person acting by, through, or under Operator;

(c) Port operations or activities conducted by or on behalf of Operator, whether authorized or unauthorized;

(d) any breach or alleged breach of the Operating Contract or this Second Amendment;

(e) any violation of applicable law, regulation, permit, or governmental requirement by Operator; or

(f) any claim that Port revenues, Port assets, or Authority funds were improperly handled, applied, restricted, or encumbered as a result of Operator's actions or failures to act.

#### 12.2 Authority Costs Specifically Included.

Without limiting the foregoing, Operator's indemnity obligations expressly include reimbursement to the Authority for all costs incurred by the Authority as a result of or in connection with the matters described in Section 12.1, including but not limited to:

(a) internal administrative costs and staff time;

(b) bond counsel, disclosure counsel, financial advisor, trustee, auditor, and accountant fees;

(c) costs incurred to protect or preserve the tax-exempt status of any Authority bonds, to respond to bondholder, trustee, or rating-agency inquiries, or to cure or mitigate any default or alleged default; and

(d) costs incurred to enforce the Operating Contract or this Amendment, whether or not litigation is commenced.

#### 12.3 No Limitation; Not Exclusive.

Operator's indemnification obligations under this Section shall not be limited by insurance coverage, by any limitation of liability elsewhere in the Operating Contract, or by the amount of compensation payable to Operator. These obligations are in addition to, and not in lieu of, any other rights or remedies available to the Authority at law or in equity.

#### 12.4 Survival.

The indemnification obligations set forth in this Section shall survive expiration or termination of the Operating Contract and this Second Amendment, regardless of the reason for termination.

#### 12.5 No Waiver of Sovereign or Governmental Powers.

Nothing in this Section shall be deemed a waiver of the Authority's sovereign immunity, governmental powers, or statutory authority, all of which are expressly reserved.

## **SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date first written above.

### **OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

### **NASSAU TERMINALS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



**Maintenance Dredging  
Resolution 2026-R05**

**RESOLUTION NO. 2026-R05**

**A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA, RECOGNIZING THE AUTHORITY’S OBLIGATION FOR BERTH-SIDE DEPTH MAINTENANCE; AUTHORIZING THE EARMARKING OF THE CAPITAL IMPROVEMENTS AND MAINTENANCE RESERVE FUND (CIMR FUND) FOR NECESSARY DREDGING; AND PROVIDING A SUNSET PROVISION.**

**WHEREAS**, the Ocean Highway and Port Authority (the “Authority”) is an Independent Special District of the State of Florida, responsible for the safe and efficient operation of the Port of Fernandina; and

**WHEREAS**. The Authority serves as the Port Authority for the Port of Fernandina; and

**WHEREAS**, Section 9 of the Operating Agreement currently in effect between the Authority and the Port Operator explicitly provides that the maintenance of the berth water depth of 38-feet is the sole obligation and responsibility of the Port Authority; and

**WHEREAS**, the current sediment accumulation has reduced minimum water depths at mean low water below 38-feet, creating a clear and immediate maintenance need to ensure the continued navigability and safety of the Port’s berthing facilities; and

**WHEREAS**, dredging is a recognized and essential maintenance activity required to fulfill the Port Authority’s contractual obligations under the Operating Agreement; and

**WHEREAS**, the Authority maintains a Capital Improvements and Maintenance Reserve Fund (CIMR) Fund specifically reserved for the maintenance and repair of essential port functions.

**NOW, THEREFORE, BE IT RESOLVED BY THE OCEAN HIGHWAY AND PORT AUTHORITY THAT:**

1. **Recognition of Obligation:** The Authority formally acknowledges that, pursuant to Section 9 of the Operating Agreement, it is responsible for the maintenance of minimum water depth of 38-feet at mean low water alongside the berths at the Port of Fernandina.
2. **Direction to Earmark Funds:** The Authority hereby directs that all available funds within the CIMR Fund be immediately earmarked and prioritized for the specific purpose of berth-side dredging.
3. **Sunset Provision:** This Resolution, and the specific earmarking of CIMR Funds herein, shall remain in full force and effect until the completion of the berth-side dredging project. This Resolution shall automatically sunset and expire **sixty (60)**

**calendar days** after the date the maintenance dredging is officially certified as complete by the Authority's project engineer.

4. **Effective Date:** This Resolution shall take effect immediately upon its adoption.

**PASSED AND DULY ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2026.

**OCEAN HIGHWAY AND PORT AUTHORITY**

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

**Ray Nelson**, Chairman

ATTEST:

\_\_\_\_\_

**Miriam Hill**, Sec/Treasurer



**Project Layup  
(Layberth, MOU)**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “MOU”) is made and entered into as of this \_\_\_ day of March, 2026 (the “Effective Date”), by and between the Ocean Highway and Port Authority of Nassau County, a political subdivision under the constitution and laws of the State of Florida (“OHPA”), and Nassau Terminals LLC (d/b/a Relay Terminals), a Delaware limited liability company (“Relay”). OHPA and Relay are sometimes referred to individually as a “Party” and collectively as the “Parties” to this MOU.

### RECITALS

**WHEREAS**, the OHPA is the owner of certain port and terminal facilities located in Nassau County, Florida (the “Facility”);

**WHEREAS**, OHPA and Relay are parties to that certain Operating Agreement (as amended, restated, amended and restated, or otherwise modified from time to time, the “OHPA Operating Agreement”), pursuant to which OHPA has granted Relay certain rights to occupy, use, and operate the Facility;

**WHEREAS**, Relay desires to enter into a berthing and/or service agreement (the “Service Agreement”) with a third-party (the “Customer”), pursuant to which Relay may agree to (i) provide certain berthing, vessel fueling, vessel maintenance, cargo and gear handling and storage, and other services to and/or for Customer at the Facility and (ii) make certain improvements to an existing office building near the Facility and lease such office building to the Customer as an administrative office; and

**WHEREAS**, Relay has requested that OHPA authorize Relay to finalize commercial negotiations with the Customer and consent to Relay’s entry into the Service Agreement with the Customer, and OHPA is willing to provide such authorization and consent on the terms and conditions set forth in this MOU.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OHPA and Relay agree as follows:

**1. Consent to Service Agreement.** OHPA hereby authorizes Relay to finalize commercial negotiations with the Customer and to negotiate, execute, deliver, and perform under the Service Agreement. OHPA acknowledges and agrees that (i) Relay’s entry into and performance under the Service Agreement is permitted by the Operating Agreement with approval by OHPA, and (ii) OHPA hereby approves of Relay’s entry into and performance under the Service Agreement. Relay and OHPA understand and agree that if a conflict arises between Operator’s duties and obligations under the Operating Agreement and provisions in the Service Agreement, the Operating Agreement shall control.

**2. Definitive Revenue-Sharing Agreement.** In consideration of the consents and agreements of OHPA as set forth in this MOU, Relay agrees to negotiate in good faith with OHPA to enter into a mutually acceptable definitive agreement pursuant to which Relay would remit to

OHPA, on an annual basis, an amount equal to ten percent (10%) of gross dockage and berthing revenue derived from the Service Agreement.

**3. No Amendment; Limited Purpose.** This MOU is intended solely to evidence OHPA's consent and acknowledgment as set forth herein and, except as expressly provided in this MOU, does not amend, modify, or waive any provision of the OHPA Operating Agreement.

**4. Confidentiality.** Only to the extent permitted by Florida public records laws, each Party agrees that any non-public, proprietary, exempt or confidential information disclosed by one Party to the other in connection herewith or therewith (collectively, "Confidential Information") shall be kept confidential and shall not be disclosed to any third party or any other person or entity without the prior written consent of the disclosing Party, except to such Party's affiliates, attorneys, lenders, auditors, and other representatives who have a need to know such information and are bound by confidentiality obligations similar to those set forth herein. Notwithstanding the foregoing, a party may disclose Confidential Information (a) as required by applicable Florida law, regulation, or legal process, or (b) to comply with any requirement of a governmental authority having jurisdiction over such party or the Facility, provided that, to the extent permitted, such party gives prompt notice to the other party and cooperates in seeking confidential treatment.

**5. Multiple Counterparts.** This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this MOU delivered by facsimile, DocuSign, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOU.

**6. Public Records.** Relay shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, Relay shall:

- (a) Keep and maintain public records required by OHPA to perform the services provided hereunder.
- (b) Upon request from OHPA's custodian of public records, provide OHPA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this MOU and following completion of this MOU if Relay does not transfer the records to OHPA.
- (d) Upon completion of the MOU, transfer, at no cost, to OHPA all public records in the possession of Relay or keep and maintain public records required by OHPA to perform the services. If Relay transfers all public records to OHPA upon completion of the MOU, Relay shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If Relay keeps and maintains public records upon completion of the MOU, Relay shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to OHPA, upon request from OHPA's custodian of public records, in a format that is compatible with the information technology systems of OHPA.

If Relay fails to comply with the requirements in this section, OHPA may enforce these provisions in accordance with the terms of this MOU. If Relay fails to provide the public records to OHPA within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

**IF RELAY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RELAY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ROSSANA HEBRON, ADMINISTRATIVE MANAGER, ADMIN@PORTOFFERNANDINA, (904) 468-2073, 516 SOUTH 10<sup>TH</sup> STREET, SUITE 103, FERNANDINA BEACH, FL 32034.**

**DONE AND SIGNED** on the dates set forth below in multiple counterpart originals, but effective as of the Effective Date set forth above.

**THE OCEAN HIGHWAY AND PORT  
AUTHORITY OF NASSAU COUNTY**

**NASSAU TERMINALS LLC (D/B/A  
RELAY TERMINALS)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **VC Moore's Written Comments Concerning the Proposed MOU and in Support of an 80-20 Split. Dated April 8, 2026**

The Ocean Highway and Port Authority (OHPA) appreciates and recognizes the Port Operator's proactive identification of the opportunity presented in the proposed Memorandum of Understanding (MOU). Their initiative in bringing forward a 40-month arrangement for the long-term mooring of a third-party barge shows the value of their on-the-ground presence and their commitment to advancing OHPA's commercial interests. OHPA expects—and welcomes—that the Port Operator will continue serving as OHPA's primary negotiator for this agreement. At the same time, it remains important that the structure of the agreement and the revenue allocation align with OHPA's statutory responsibilities, the Operating Agreement, and the nature of the transaction.

The MOU and the subsequent agreement with the third-party operator, as drafted, is essentially a real estate land-lease agreement rather than a layberthing or wharfage arrangement. The 40-month term, the exclusive use of a defined wharf space, and the barge's long-duration occupancy all indicate a leasehold interest in OHPA property. This differs significantly from the short-term, vessel-movement-based activities governed by wharfage, dockage, or layberthing fees under OHPA Tariff 2025-01. Those tariff fees apply to transient vessel calls and cargo operations, not to multi-year occupancy of port real estate. Because the proposed use is long-term and non-transient, it falls outside the tariff structure and outside the scope of the Port Operator's delegated authority under the Operating Agreement.

The Operating Agreement gives the Port Operator the right to collect wharfage and related fees for vessel activity, but it does not authorize the Operator to convey or price long-term leasehold interests in OHPA property. That authority remains with OHPA as the public port owner. For this reason, the MOU must be treated as a real estate lease, with OHPA retaining primary control over the terms and revenue structure.

Within this framework, OHPA acknowledges the Port Operator's important role in identifying the opportunity, initiating discussions, and providing operational expertise. These contributions deserve recognition in the revenue allocation. However, the Operator's proposed 90–10 split does not reflect the nature of the transaction or OHPA's ownership responsibilities, especially since this is a real estate lease of OHPA property and not a tariffed operational activity.

An 80–20 split is a more appropriate and balanced structure. It ensures that OHPA receives a fair return for the long-term leasing of its real estate while still providing meaningful compensation to the Port Operator for their role in securing and negotiating the opportunity. This allocation recognizes the Operator's contribution without diminishing OHPA's statutory obligations or its duty to manage public assets responsibly.

In summary, OHPA values the Port Operator's initiative and expects them to continue leading negotiations with the third party. However, because the MOU constitutes a real estate land lease outside the Operating Agreement and outside Tariff 2025-01, the revenue split must reflect OHPA's ownership of the underlying property. An 80–20 division achieves this balance while still honoring the Operator's important role in advancing the project.



# AOM Report

**ADMINISTRATIVE OFFICE MANAGER  
REPORT  
March 2026**

**Hours worked March 2026 – 142**

- Attended March 11 and 25 meetings. Minutes composed.
- Corresponded with Bizbolster and ADA Ally (Lori Osborne and Matt Kaplan, virtual meeting, converted documents to Word version for remediations, documents requests, Nassau County photos)
- Submitted USCBP and Crane Refurbishment grant agreement and resolutions to FDOT
- Received and e-filed grants G3N95-Crane and G3N96-Gates
- Met with Ch. Nelson for signatures
- E-filed 2026 NPDEP Stormwater Inspection report
- Corresponded with commissioners for NDAs
- Archived old OHPA website contents
- Reviewed and updated delinquent legal reimbursements (PWK and TEB work)
- Corresponded with Tim Richardson (NCEDB)
- Renewed Dynadot domain (portoffernandin.org)
- Corresponded with Charlotte (USDOT library, pamphlets)
- Searched for documents (per VC Moore, fabric warehouse)
- Prepared Adobe documents for e-signatures (sent to VC Moore)
- Corresponded with Somers Isle and Operator (confirmed permission for photo, copyright)
- Civic Plus webinar (Document remediation, ADA compliance)
- Updated DropBox access setting (past commissioners access)
- FDOT-OHPA Coordination meeting (Courson & Stam office)
- Drafted letter and resolution for FDOT safety analysis
- Update FDOT grant tracker spreadsheet
- Prepared meeting agendas and packet
- Prepared AOM monthly report
- Responded to PRR (documents search and submission)
- Meetings with Chairman (meeting agenda reviewed)
- Invoiced Port Operator for Customs House utilities reimbursements (COFB, FPU, Harbor Admin & Bunkering)
- Invoiced for Allied billings
- Check payments processed (e-filed in system, mailings)
- 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)
- PTO (sick day, half day, March 23)



## **Commissioners Items**

**A Statement From OHPA Vice Chairman Scott Moore  
To be included in the minutes of the April 8, 2026 meeting of the  
Ocean Highway and Port Authority Commission**

OHPA is at a crossroads, and it has taken a long time to get here. While OHPA must accept its share of responsibility for the situation we now face, we are not alone in creating it. A long line of actors—past and present—have contributed to the position OHPA finds itself in today.

For years, OHPA has allowed itself to be consumed by the Port of Fernandina and nothing else. That singular focus has yielded almost nothing for the citizens of Nassau County beyond roughly 25 jobs. We entered into a long-term operating agreement that is lopsided to the point of dysfunction, and we have endured a revolving door of port operators and management teams—each claiming to be experts—who have repeatedly acted in ways that do not serve the economic interests of this county. The battles with these management teams have been endless, and while we fight, the Port of Fernandina continues to sink into the Amelia River before our eyes. Now we are told that yet another “new team” has the magic formula, and that OHPA simply needs to step aside and let them do what they want. We have heard this story before, and I see no evidence that this team is any different from the last.

Our operating agreement is unlike any other in Florida—and that distinction is not something to be proud of. Among the 15 seaports in this state, OHPA is the only one to have lost its tax-exempt status. That outcome is not a misunderstanding. It is not a fluke. It is the direct result of the port operating agreement we are bound to. Some insist the agreement is fine or that the courts simply “didn’t get it.” I reject that. The courts understood perfectly. It is OHPA and the port operator that refuse to listen. The ruling is clear: we have a bad agreement, and the penalty for that bad agreement is roughly \$3 million in back taxes. And unless we fix it, we will be on the hook for about \$600,000 every year going forward.

The port operator is unmoved by this reality and has generously offered to fund OHPA’s appeal. I am not naive enough to believe this offer is altruistic. It is an attempt to delay

accountability and preserve the status quo for as long as possible. I am equally unmoved by assurances from our legal team that they “feel good” about our chances on appeal. We heard the same assurances before the original ruling, and we know how that ended. Given the port operator’s refusal to even discuss renegotiating the operating agreement to address the court’s concerns, I cannot in good conscience support continuing the appeals process.

We have also been urged by the Florida Secretary of Transportation to do three things—cut OHPA Commissioner salaries, use those savings to hire a Port Director, and stop involving ourselves in port oversight. I must respectfully but firmly question that advice. OHPA is not merely a port authority. It is an elected body created by the Legislature to foster economic development across all of Nassau County. We are responsible for oversight of the public assets entrusted to us, including—but potentially not limited to—the Port of Fernandina. To step back from oversight, as suggested, would be to abandon the very responsibility the voters elected us to fulfill. My colleagues will make their own decisions, but I will not abdicate my duty.

As for Commissioner salaries and the suggestion to hire a Port Director: I do not support that approach. I note that Commissioners have already taken a 15-plus percent reduction in pay to close the operating agreement driven OHPA budget gap. The Legislature established these salaries, and I see no reason to second-guess that decision. However, if the Board chooses to reduce salaries to zero, I will strongly advocate that any savings be used to hire a Business Development Manager, not a Port Director. OHPA has placed all its eggs in the Port of Fernandina basket and, in doing so, has effectively surrendered control of the port to the operator. The operator clearly likes the current agreement and has no interest in changing it. Under those conditions, hiring a Port Director is pointless. A Business Development Manager, however, would help OHPA pursue the broader economic development mission the Legislature assigned to us—one that extends far beyond the port.

OHPA is at a defining moment. We can continue down the easy path—doing as we are told, stepping back from providing oversight to the port and surviving on whatever

contractual crumbs the operator chooses to provide—or we can take the harder but necessary path: fulfilling our legislative mandate and supporting economic development throughout Nassau County. For the remainder of my service, I will vote to do what I was elected to do: provide oversight to the port while shifting OHPA away from a port-only mindset, diversify our revenue streams, and building an authority capable of withstanding the political and economic pressures that come with relying on a single asset.

Scott Moore  
Vice Chairman  
Ocean Highway and Port Authority  
Nassau County, FL



***Ocean Highway & Port Authority***  
***Nassau County, Florida***

**NOTICE OF RECORDS INSPECTION PERSUANT TO SECTION 8 OF THE OPERATING AGREEMENT**

**Date:** April 4, 2026

**From:** Ocean Highway and Port Authority (OHPA)

**To:** Relay Terminals (Port Operator)

Pursuant to Section 8 of the Operating Agreement currently in effect between the Ocean Highway and Port Authority (OHPA) and Relay Terminals (the Port Operator), this notice serves to inform you that OHPA is exercising its contractual right to review all records of the Operator related to Dockage fees, Wharfage fees, and Operator Revenue for the purpose of inspection.

In accordance with Section 8, OHPA requests that the Port Operator provide adequate space for this review and permit OHPA to duplicate such records as needed. OHPA intends to conduct these inspections on the first Wednesday of each month at 10:00 AM.

Alternatively, and in lieu of an in-person inspection, OHPA will accept the Port Operator's duplication of all Dockage, Wharfage, and Operator Revenue records and the electronic delivery of these records to each OHPA Commissioner no later than 10:00 AM on the first Wednesday of each month.

Please consider this notice as the formal initiation of OHPA's recurring monthly review under the authority granted by the Operating Agreement. OHPA appreciates your cooperation and timely compliance with these requirements.

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Ray Nelson, Chairman