

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



Residence Inn- Amelia Island
2301 Sadler Road
Fernandina Beach, FL 32034

**AGENDA
April 09, 2025
6:00 PM**

- 1. 6:00 PM – Meeting Call to Order – Chairman**
- 2. Invocation**
- 3. Pledge of Allegiance**

- 4. Roll Call:** Miriam Hill, District 1; Scott Moore, District 2, Justin Taylor, Chair-District 3; Ray Nelson, Vice Chair-District 4; Mike Cole, Sec/Treasurer-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 12, 2025

- 8. Port Attorney Report**

- 9. Port Accountant Report**
 - a. Financial report – March 2025

- 10. Port Operator Report (Port of Fernandina)**
 - a. Tonnage Report – March 2025
 - b. Facilities Report
 - c. New Business Report
 - d. Safety Presentation

- 11. Old Business** (Public comments permitted. Limit 3 minutes per speaker)
 - a. ICAR agreement/resolution (Action item)
 - b. Parking (updates, OHPA lots, Shrimp Fest)
 - c. Revenue-share Details (updates)

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

- a. RFP – Legal Services (candidates, Action item)
 - Trask Daigneault LLP; Tammi Bach, Esq., BCS
 - Smith Gambrell & Russell LLP; Lawsikia J. Hodges/Attorney, Daniel K. Bean/Attorney
 - Lacey Rezanka; Robyn Hattaway/Partner, Caitlin Lewis/Associate Attorney
- b. RFP - Public/Private Partnership (Front Street property)
- c. Florida Ports Council Legislative meeting (report, Com. Moore)

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 a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Fla. Stat. § 286.0105.



Minutes

OCEAN HIGHWAY & PORT AUTHORITY



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

Monthly Meeting Minutes

March 12, 2025

The Ocean Highway and Port Authority, Nassau County, held its monthly meeting on Wednesday, March 12, 2025 at the Peck Center, Willie Mae Ashley Auditorium, 516 S 10th Street, Fernandina Beach, FL 32034.

1. Public meeting (Call to Order) - Chair

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

2. Invocation

Vice Chair Nelson gave the invocation.

3. Pledge of Allegiance

Chair Taylor led the pledge.

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

Rossana Hebron, Administrative Office Manager, conducted the roll call. All Commissioners were present. Also in attendance were Patrick Krechowski, Port Attorney; Pierre LaPorte, Port Accountant; and Kyle Clark, for the Port Operator.

5. Welcome Guests (Chair)

Chair Taylor acknowledged and welcomed the audience.

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

- **Ron Coddington;** PE/ME, Deerfield Beach, FL. Mr. Coddington introduced himself and his firm in regard to the RFP for Engineering services.

- **Bob Virtue;** Fernandina Beach resident. First, Mr. Virtue reported that the sale listing website of the OHPA property still showed three individual lots and a separate listing for the whole lot. He questioned where the Board stood on the matter. He reminded that at the last meeting, the Chair directed Mr. Griffin, realtor, to sell the lot as a whole, and that Mr. Krechowski would check with the City on the cost of subdividing the lot. Second, he informed the full Board via email the mediation is scheduled for April 22nd, 9 am, City Hall Chambers.

Chair Taylor concurred that it was the Board consensus to sell the lot as a whole. He directed Mr. Krechowski to inform Mr. Griffin.

7. Approval of Minutes

a. February 12, 2025

b. February 26, 2025

Commissioner Hill motioned to approve both meeting minutes. Vice Chair Nelson seconded the motion.

There were no revisions suggested.

The Board voted unanimously in favor of the motion.

8. Port Attorney Report

Mr. Krechowski was out of town and extended his apologies for not submitting a written report.

Mr. Krechowski provided an update on the Property Appraiser case (2023 Motion to Dismiss-Amended Complaint). The hearing for this case has been rescheduled to March 18th based on the judge's availability. The hearing will be conducted virtually. The next hearing is June 26th for the final summary judgment. Mrs. Hebron has details/information/links for both the virtual meetings.

He reiterated the public mediation for the fabric warehouse is on April 22nd. He reported Coast to Coast denied OHPA's demand for indemnity. They considered OHPA and the Port Operator as a single entity, reasoning that instructions from OHPA's agent, Nassau Marine Terminal (NMT), to relocate the fabric warehouse were followed without the necessary permit. Mr. Krechowski indicated that he would conduct a more thorough review of the situation and provide an update to the Board. He also noted that OHPA may need to issue a similar indemnity demand to the Operator, given that the relocation of the fabric warehouse was carried out under NMT's direction, without prior Board approval. This situation is under mediation with the City.

Chair Taylor clarified that OHPA and NMT are distinct and separate entities. In response, Mr. Krechowski explained that, from Coast to Coast's perspective, they followed the instructions of the party that engaged their services. He further noted that OHPA had signed the grant, adhering to the established process, and that the primary point of contact for the relocation of the fabric warehouse was NMT, who provided the directive.

9. Port Accountant Report

a. Financial report – February 2025

Mr. LaPorte submitted a written financial report included in the meeting packet. He reported that the quarterly fee contribution, as well as the Harbor Administration and Bunkering revenue, have been received from the Operator. Additionally, he noted that an outstanding balance remains for the reimbursement of legal fees. There were no discrepancies or unusual items reported regarding the account balances.

b. Audited Financial Statements

The draft statements were distributed electronically for Board review from previous meetings. Printed copies of the final report were distributed, courtesy of Mauldin & Jenkins. Upon Board approval, Mr. LaPorte will submit the reports to the Florida Auditor General by June 1st and close the 2024 fiscal year. No deficiencies were found in the internal system. All required forms by the State were completed. No issues were identified.

Commissioner Hill motioned to adopt the auditor's report. Commissioner Moore seconded the motion.

The Board voted unanimously in favor of the motion.

10. Port Operator Report (Port of Fernandina)

a. Tonnage Report – February 2025

A copy of the tonnage report was included in the meeting packet. Mr. Clark reported business as usual at the Port. There were no unusual activities.

b. Facilities Report

Mr. Clark reported that crane operations remain challenging. Crane 9 is still out of service, while Crane 10 and the mobile harbor crane are both operational. Additionally, the erosion at the north end berth has been identified as a high priority for repair, requiring the installation of a retaining wall or bulkhead.

c. New Business Report

Current customers have expressed interest in expanding their lumber business; however, the existing tariff situation presents a significant challenge.

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

a. Parking OHPA lots (ideas, No Parking signs-liabilities)

Mr. Krechowski reported that Mrs. Hebron confirmed with the insurance carrier that OHPA is covered under liability insurance. Should the Board move forward, he suggested posting a disclaimer on OHPA's website and potentially placing a sign on-site or passing tickets to inform the public about the parking arrangements for the Shrimp Fest. While the disclaimer itself would not offer protection, Mr. Krechowski recommended informing the insurance carrier of these plans. The proposed disclaimer would clarify that OHPA is not responsible for any damage to another's personal property.

Commissioner Moore explained that, given OHPA's current financial position, any additional revenue stream would be beneficial. He expressed support for a 50:50 split arrangement, with a potential non-profit providing manpower while OHPA offers the facility. Chair Taylor questioned whether the potential revenue justifies the time commitment from volunteers. In response, Commissioner Hill suggested to ask the organizations. She also volunteered her time on one of the festival days and reminded the group that the City has a permitting process in place. Additionally, she offered to reach out to local schools to gauge their interest in participating.

b. RFP Fender Replacement (Operator recommendations, proposals, Action item)

The two proposals received were included in the meeting packet. The candidates were Seacoast Inc. and The Industrial Company (TIC). Mr. Clark confirmed that his team reviewed both proposals and recommended to award the contract to TIC based on the fees they provided.

Commissioner Hill motioned to approve TIC's proposal. Commissioner Cole seconded the motion.

The Board voted unanimously in favor of the motion.

Mrs. Hebron inquired whether Mr. Krechowski would contact TIC to notify them of the contract award. Mr. Krechowski agreed to do so.

Commissioner Hill noted a letter was included in the proposal that identified the 10% tariff on all imports for goods produced in China. She questioned if that was reflected in their bid. Mr. Clark explained his team took that under consideration.

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

a. Issue statement for Port (TPO)

Commissioner Hill reported she met with the Executive Director of Smart North Florida at the Port to discuss with Mr. Clark the queuing issues at the gate. Jeff Sheffield, Executive Director/North Florida TPO, recommended to add the item to the candidate list of TPO funding for analysis on Round 2. Final decisions will be made in April. She asked for Board consensus to inform TPO that OHPA is formally requesting their consideration as a study without financial impact to OHPA. If there were significant infrastructure investments that would follow from the study, then OHPA would seek grant funding.

Additionally, TPO requested to update the Intergovernmental Coordination and Review and Public Collaborative Planning Agreement (ICAR). This is a collaborative agreement between the TPO, FDOT, Transportation Authorities and the Regional Planning Council. They need to know who from OHPA to include on the signature line. The last time OHPA entered into this agreement was in 2016. It formalizes OHPA's engagement in representation on behalf of the citizens of Nassau County. OHPA holds one of two seats on the TPO board representing Fernandina Beach and Yulee. She urged Mr. Sheffield to also consider West Nassau's needs, in particular, Crawford Diamond.

The Board gave consensus for Mr. Krechowski to review the document and provide recommendations. He also knows Mr. Sheffield and will discuss the matter with him.

Commissioner Hill reminded the Board that Commissioner Cole served on the TPO board for 8 years.

13. Office Manager Report

Mrs. Hebron's written report was attached to the meeting packet. She offered reminders of the following:

- FPC Legislative meeting in Tallahassee (Commissioner Moore and Mrs. Hebron to attend from March 26th-27th meetings).
- Revisit the OHPA-NMT revenue details.
- Peck Auditorium will undergo renovations in April. Need to relocate the OHPA meetings, to be determined.

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

Vice Chair Nelson reported that on March 5th, he received a call from Deputy Chief David Bishop requesting assistance regarding truck congestion on Dade Street. Following this, safety concerns were addressed with Mr. Clark and Jon Hepler, FBPD Commander. Mr. Clark provided a written report with detailed instructions and will distribute the vessel schedule upon the arrival of the Eucatex to help alleviate the traffic issues in coordination with FBPD.

Commissioner Moore reported that a copy of Option D, which was selected by OHPA for the CBP facility, has been forwarded to the CBP project manager. He also proposed ideas for utilizing the Front Street property, suggesting the issuance of an RFP to solicit potential business collaborations. Furthermore, he recommended reconfiguring OHPA's website to facilitate inquiries and expressions of interest from businesses. Chair Taylor commended the Commissioner's efforts to promote business initiatives for the Front Street property, with Mr. Krechowski agreeing to conduct further research. The Vice Chair noted that the property is currently used for overflow parking when large vessels, such as the Eucatex, arrive. The Chair expressed no objections to continuing to use the lot for overflow parking in the interim.

Lastly, Chair Taylor cancelled the March 26th meeting since Commissioner Moore and Mrs. Hebron will attend the Florida Ports Council Legislative meeting in Tallahassee. The next meeting is

scheduled on April 9th at a location to be determined to avoid the construction at the Peck auditorium.

Lastly, Chair Taylor announced the cancellation of the March 26th meeting, as both Commissioner Moore and Mrs. Hebron will be attending the Florida Ports Council Legislative meeting in Tallahassee. The next meeting is scheduled for April 9th at a location to be determined, in order to avoid the construction at the Peck Auditorium.

15. Adjournment

With no other items brought before the Board, Chair Taylor adjourned the meeting at approximately 7:00 PM.

Date



Port Attorney Report

TO: OCEAN HIGHWAY AND PORT AUTHORITY

FROM: PATRICK W. KRECHOWSKI, PORT ATTORNEY

RE: ATTORNEY'S REPORT

DATE: April 2, 2025

Nassau County Property Appraiser

- *Hickox v. OHPA & OHPA v. Hickox*
- Nassau County Tax Collector has issued tax certificates for certain OHPA parcels. Port Attorney and outside counsel have filed responsive pleadings in the case.
- OHPA's & Tax Collector have agreed to a halt regarding tax certificates and associated sales. Proposed Order on OHPA's motion for injunction has been provided to the Court, but not heard given agreement of parties.
- Hearing on Property Appraiser's Motion to Dismiss OHPA's 2023 Complaint denied.
- Motion to Consolidate 2024 Complaint with "main" case granted.
- Hearing on OHPA's Motion for Summary Judgment, June 26, 2025.
- Proposed trial dates in February or March, 2026.

Active litigation is subject to attorney-client confidentiality privilege.

Miscellaneous

- Operator's mediation with City of Fernandina Beach on the "fabric warehouse" matter set for April 22, 2025. Contractor for Operator has declined OHPA's demand for indemnity; we are preparing additional response.
- RFP and/or classified ad for legal services (action item).
- Draft RFP for Public-Private Partnership on Front Street property submitted for Board review and comment prior to finalization.



Port Accountant Report

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Monthly Financial Report - March 2025

	March	YTD ACTUAL	BUDGET 2024-2025
Revenues			
Quarterly Fee	0.00	157,103.98	318,165
FEDERAL/STATE/DOT GRANTS	0.00	60,906.84	60,907
Port Revenue - Harbor Admin	1,050.00	7,087.50	14,500
Port Revenue - Bunkering	600.00	4,575.00	7,500
Facility Use Fee (Tonnage)	0.00	0.00	2,882
Misc Income	0.00	0.00	3,300
TOTAL REVENUES	1,650.00	229,673.32	407,254
EXPENSES			
COMMISSION DIRECT			
Salaries - Commissioners	0.00	60,000.00	120,000
Payroll Taxes	0.00	7,207.61	11,361
Unemployment	0.00	92.35	75
Travel-Commissioners	0.00	0.00	1,000
Insurance	0.00	0.00	1,135
W/C Insurance	0.00	0.00	3,000
Salaries- Board Attorney Specific Cases	0.00	6,160.00	10,000
Salaries - Board Attorney General	0.00	22,299.53	54,000
TOTAL COMMISSION DIRECT	0.00	95,759.49	200,571
COMMISSION OPERATION			
Salaries- Accountant	1,900.00	11,400.00	22,800
Salaries - Office Administrator	0.00	36,630.42	64,113
Expenses - Office	114.41	3,156.73	4,000
Travel - Office Admin	0.00	34.31	300
Rent-Peck Center	0.00	1,449.55	3,479
TOTAL COMMISSION OPERATION	2,014.41	52,671.01	94,692
COMMISSION DISCRETIONARY			
Dept of Revenue Special District Fee	0.00	175.00	225
TPO Membership	0.00	1,574.00	1,497
Greater Nassau Chamber of Commerce	0.00	0.00	335
Website/IT Support	27.05	762.79	500
Awards & Presentations	0.00	114.00	120
Advertisement	0.00	0.00	600
Discretionary	0.00	90.83	720
TOTAL COMMISSION DISCRETIONARY	27.05	2,716.62	3,997
PORT OPERATIONS			
FB Annual Fee - PILOT	0.00	87,000.00	87,000
CSX Right of Way Fee	0.00	700.00	700
Insurance	0.00	0.00	18,752
Audit	13,700.00	28,700.00	31,300
FL Ports Council Dues	0.00	15,500.00	15,500
Nassau Cty Economic Dev Board	0.00	0.00	1,000
TOTAL PORT OPERATIONS	13,700.00	131,900.00	154,252
TOTAL EXPENSES	15,741.46	283,047.12	453,512
Excess Revenues over Expenditures	-14,091.46	-53,373.80	-46,258

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Account Balances - March 31, 2025

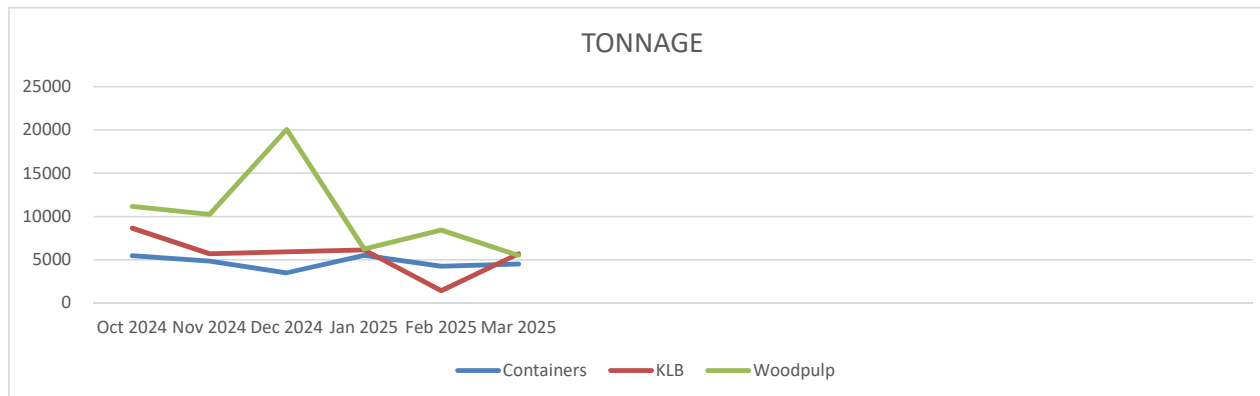
Account Name	Acct Num	31-Mar	28-Feb
Operating	x3328	120,059.90	119,863.75
Other - Admin Acct	x6714	132.68	270.14
Maintenance	x4519	58,391.80	53,267.26



Port Operator Report

**Worldwide Terminals
Port of Fernandina
Tonnage By Commodity
2025**

Commodity	2024 Total	2025 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025 YTD	2024 YTD	Variance
Containers																
Throughput Number	7,429	854	532	663										2,049	1,504	545
Container Tons	57,422	5,505	4,249	4,521										14,275	14,155	120
Total Equivalent Units (TEUS)	7,536	859	532	700										2,091	1,519	572
Restow TEUS	0	0	0	0										0	0	0
Breakbulk Cargo																
Kraft Liner Board (KLB)	89,654	6,151	1,415	5,678										13,244	15,846	(2,602)
Lumber	9,390	4,080		1,887										5,967	0	5,967
Plywood/Hardboard	20,879		9,330	8,174										17,505	2,931	14,574
Steel	2,862	606		1,319										1,924	0	1,924
Woodpulp	140,528	6,255	8,444	5,494										20,192	30,871	(10,679)
Breakbulk Other	45	9		9										18	0	18
Bulk Cargo	388	68	27											95	38	57
Oats	0	0												0	0	-
Total General Tons	263,746	17,169	19,216	22,561	0	0	0	0	0	0	0	0	0	58,946	49,686	9,260
Total Tons	321,168	22,674	23,465	27,082	0	0	0	0	0	0	0	0	0	73,221	63,841	9,380
Dockage																
Dockage Days	250	31	15	23										69	47	22
Vessel Port Calls	74	7	5	6										18	22	(4)
Total rail cars	1,831	155	175	176										506	398	108
Average trucks per day		17	20	18										0		





Old Business



**TPO- Intergovernmental Coordination
and Review (ICAR)
Public Transportation Collaborative
Planning Agreement**

**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND****PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

THIS INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT is made and entered into on this 10th day of April, 2025, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (Department); the North Florida Transportation Planning Organization; the Northeast Florida Regional Council; the Jacksonville Aviation Authority, the Jacksonville Port Authority, the Jacksonville Transportation Authority, the Ocean Highway and Port Authority, and the St. Johns County Airport Authority; collectively referred to as the Parties.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code (USC) § 134 and 49 USC § 5303 and any subsequent applicable amendments, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 USC § 134, 49 USC § 5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, 23 Code of Federal Regulations (CFR) § 450 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming;

WHEREAS, pursuant to Section 20.23, F.S., the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, as outlined in Section 334.044, F.S.;

WHEREAS, pursuant to 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175 F.S., the North Florida Transportation Planning Organization, herein after referred to as the MPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to Section 339.175 F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, pursuant to Section 186.505, F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the RPC statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., the RPC has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the Parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 CFR § 450 and Section 339.175, F.S., the MPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Planning Area;

WHEREAS, the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, dated April 14th, 2016, is hereby replaced and superseded in its entirety by this Agreement.

WHEREAS, the undersigned Parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR § 450 and Section 339.175, F.S.; and

WHEREAS, the Parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a cooperative, and comprehensive transportation planning process to assure that highway facilities, transit systems, bicycle and pedestrian facilities, rail systems, air transportation, and other facilities will be located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the Parties desiring to be legally bound, do agree as follows:

ARTICLE 1

RECITALS AND DEFINITIONS

1.01. **Recitals.** Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

1.02. **Definitions.** The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

- (a) **Agreement** means this instrument, as may be amended from time to time.
- (b) **Corridor or Subarea Study** means studies involving major investment decisions or as otherwise identified in 23 CFR § 450.
- (c) **Department** means the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.
- (d) **FHWA** means the Federal Highway Administration.
- (e) **Long Range Transportation Plan (LRTP)** means the 20-year transportation planning horizon which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175, F.S.
- (f) **Metropolitan Planning Area** means the planning area as determined by agreement between the MPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.
- (g) **Metropolitan Planning Organization (MPO)** means the North Florida Transportation Planning Organization formed pursuant to Interlocal Agreement as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).
- (h) **Regional Planning Council (RPC)** means the Northeast Florida Regional Council created pursuant to Section 186.504, F.S., and identified in Rule 163.01, F.A.C.
- (i) **Transportation Improvement Program (TIP)** means the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §§ 134 and 450, 49 USC § 5303, and Section 339.175, F.S.
- (j) **Unified Planning Work Program (UPWP)** means a biennial program developed in cooperation with the Department and public transportation providers, that identifies the

planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by 23 CFR § 450.308(c), and Section 339.175, F.S.

ARTICLE 2

PURPOSE

2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the Parties in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

ARTICLE 3

COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

- (a) The MPO shall cooperate with the Jacksonville Aviation Authority, the Jacksonville Port Authority, the Jacksonville Transportation Authority, the Ocean Highway and Port Authority, and the St. Johns County Airport Authority collectively, "Transportation Authorities"] to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
- (b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.
- (c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the MPO may include, but shall include if within a transportation management area, as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO

shall propose a revised apportionment plan to the Governor to ensure voting membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

The MPO shall ensure that representatives of ports, transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the MPO Technical Advisory Committee.

3.02. Preparation of transportation related plans.

- (a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Parties to this Agreement. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the other Parties to this Agreement in the preparation of such plans and programs.
- (b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to all other Parties to this Agreement to advise them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the other Parties receive written notice at least 15 days prior to the date of all public workshops and hearings, or within the specified number of days per MPO bylaws or public participation plan, relating to the development of such plans and programs.
- (c) Local government comprehensive plans.
 - (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO and Transportation Authorities shall review for consistency for each local government in the Metropolitan Planning Area:
 - (i) each comprehensive plan's future land use element;
 - (ii) the goals, objectives, and policies of each comprehensive plan; and
 - (iii) the zoning, of each local government in the Metropolitan Planning Area.
 - (2) Based upon the foregoing review and in consideration of other relevant growth management plans, the MPO and Transportation Authorities shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.
 - (3) The MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and the goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

- (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall analyze the master plans of the Transportation Authorities. Based upon the foregoing review and a consideration of other transportation related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the other Parties to this Agreement as well as local governments within the Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.
- (2) In developing or revising their respective master, development, or comprehensive plans, the Parties to this Agreement shall analyze the draft or approved UPWP, TIP, LRTP, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation related factors, the Parties to this Agreement shall as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
- (3) The MPO agrees that, to the maximum extent feasible, the TIP shall be consistent with the affected growth management and other relevant plans of the other Parties to this Agreement.

ARTICLE 4
INTERGOVERNMENTAL COORDINATION AND REVIEW

4.01. Coordination with Regional Planning Council. The RPC shall do the following:

- (a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.
 - (1) The Parties recognize that, pursuant to Florida law, the LRTP and the TIP of the MPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the MPO and each county or city of its findings;
 - (2) The RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and
 - (3) Upon final adoption of the proposed TIP, LRTP, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional

Policy Plan implementing the adopted TIP, LRTP, Corridor and Subarea studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the RPC.

- (b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 of this Agreement.

ARTICLE 5

CONFLICT AND DISPUTE RESOLUTION PROCESS

5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of a party to this Agreement with conflicts or disputes shall engage in conflict resolution.

5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

Department: District Director for Planning and Programs

MPO: North Florida Transportation Planning Organization; Executive Director

RPC: Northeast Florida Regional Planning Council; Chief Executive Officer

Jacksonville Aviation Authority, Chief Executive Officer

Jacksonville Port Authority; Chief Executive Officer

Jacksonville Transportation Authority; Chief Executive Officer

Nassau County Ocean Highway and Port Authority; Vice-President, Nassau Terminals

St. Johns County Airport Authority; Executive Director

5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the officials listed on section 5.02 of this Agreement, with the exception of the Department's listed official, which for purposes of this section 5.03 shall be the District Secretary.

5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to sections 5.01, 5.02, and 5.03 of this Agreement, the affected parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on the affected parties.

ARTICLE 6

MISCELLANEOUS PROVISION

6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the Parties. In addition, this Agreement does not relieve any of the Parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the Parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all Parties hereto with the same formalities as the original Agreement.

6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of five (5) years and the Parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same in a timely manner. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

(b) Withdrawal procedure. With the exception of the MPO, any party to this Agreement may withdraw after presenting in written form a notice of intent to withdraw to the other Parties to this Agreement, at least ninety (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested, to the officials identified for each party in section 5.02 of this agreement.

A party may unilaterally change its address or addressee by giving notice in writing to the other Parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

6.05. Interpretation.

(a) Drafters of Agreement. All Parties to this Agreement were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word “shall” is mandatory, and “may” is permissive.

6.06. Attorney’s Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

6.08. Effective date. This Agreement shall become effective on the date last signed by the Parties hereto.

6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the Parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said Parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.

6.10. Parties not obligated to third parties. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third-party beneficiaries to this Agreement.

6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the MPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

6.12 Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the Parties, excluding the Department, shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

Signed, sealed and delivered in the presence of:

The Honorable Randy White
North Florida TPO Chair

Mr. Greg Evans, P.E.
Florida Department of Transportation
District Two Secretary

??
Jacksonville Aviation Authority Chair

??
Jacksonville Port Authority Chair

??
Jacksonville Transportation Authority
Chair

??
Nassau County Ocean Highway and Port
Authority Chair

??
St. Johns County Airport Authority Chair

??
Northeast Florida Regional Council Executive
Director

Approved as to form and legal sufficiency

Attorney: _____

Name: _____



AOM Report

**ADMINISTRATIVE OFFICE MANAGER
REPORT
March 2025**

Hours worked March 2025 – 140.25

- Attended March 12th meetings. Minutes composed.
- Teams meeting (Rural and Tribal grant, Branden Villalona, Com. Hill, Pierre LaPorte, Greg Haehl, and Kyle Clark)
- Reviewed and revised Rural and Tribal grant application
- Posted Addendum for the RFP Engineering project (subsequent updates, Demand Star platform)
- Corresponded with Aron Hamilton (FDEP, COTUA document, affidavit and signatures)
- IT support (Verizon)
- IT support (Bella Computers, transition to new email address)
- Reconfigured settings for admin@portoffernandina.org email address
- Prepared Bid tabulation RFP- Fender Replacement (FDOT, SeaCIP)
- SeaCIP submission (grant G2437 documentations)
- Corresponded with Parks and Rec (relocation of OHPA meeting for April 2025)
- Invoicing for legal fees (indemnity Property Appraiser matter)
- Met with Commissioner Cole (checks signatures)
- Researched ADA compliance (WIX)
- Drafted letters for tariff change (per PWK, Chair and VC)
- Attended AI workshop (NC Chamber of Commerce, March 18th)
- Submitted PRR to COFB (Escambia slough)
- Submitted Rural and Tribal grant application (Kyle Clark, blue house)
- Submitted Rural and Tribal grant support letters (March 25th)
- Posted amended tariff (one-pager)
- Corresponded with Jeff Flumignan (MARAD, Rural and Tribal grant portal issues)
- Participated virtual workshop (NC Chamber of Commerce)
- Attended Florida Ports Council Legislative meeting (Tallahassee, March 26-27, Com. Moore)
- Corresponded with Kyle Clark (Rural and Tribal grant application, portal issues)
- Corresponded with Christina Nalsen (FDOT, SeaCIP-SeaHub)
- Prepared meeting agenda (April 9th meeting)
- Check payments processed (e-filed in system)
- Bank transactions (transfers, A/R, A/P online)
- Responded to all emails, voicemails, and corresponding documents/letters, Commissioners' and Port Accountant/Attorney/Operator requests
- Website updates, meeting videos edited
- Electronic and hard-copy file organizing
- Back up (PC, external hard drive, weekly)

Public Records Request Received in March 2025- 0