



**AGENDA
MARINA ADVISORY BOARD
REGULAR MEETING
OCTOBER 26, 2020
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

3.1 Chairman McCarthy - Vice Chair Mills - Recording Secretary Lore - Member Blanchard - Member Decker - Member Lacoss - Member Langshaw - Member Stewart

4. APPROVAL OF MINUTES

4.1 MAB Minutes from September 28th, 2020

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA

6. OLD BUSINESS

6.1 Amelia River Waterfront

6.2 Channel Update

6.3 FEMA Update

6.4 Marina Projects Updates -

Foam from docks - Piling coatings peeling - Electrical issues still occurring - Repaired piling paint issues - Warranty periods and purchase order hold backs - Fuel issues and tests - List of all Change Orders - Connection Boxes - Cost and schedule variance for the total project from start till today - Dredged quantities - Power Termination Building Cost

6.5 Mooring Field

6.6 RFP 2020-20

7. NEW BUSINESS

7.1 Discussion concerning a spot for storing kayaks, small sailboats, etc.

8. MARINA MANAGER REPORT

9. BOARD MEMBER REPORTS/COMMENTS

10. NEXT MEETING DATE

10.1 November 23rd, 2020

11. ADJOURNMENT

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired). All interested parties may appear at said meeting and be heard as to the advisability of any action, which may be considered with respect to such matter. For information regarding this matter, please contact the Marina Manager.



MARINA ADVISORY BOARD
REGULAR MEETING MINUTES
September 28th, 2020
6:00 PM
City Hall Commission Chambers

1. **CALL TO ORDER 6:00 PM**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**

MEMBERS PRESENT:

Vice Chair-Person Allen Mills, Recording Secretary Paul Lore, Coleman Langshaw, Joe Blanchard, Jerry Decker, Terry Lacoss and Scott Stewart

MEMBER(S) ABSENT: Chairperson Kevin McCarthy None

4. **APPROVAL OF MINUTES**

4.1 MAB Regular Meeting Minutes for August 24, 2020

ACTION: *Approve Minutes*

Motion: Joe Blanchard; Second: Gerald Decker

APPROVED: 6-0

5. **PUBLIC COMMENT**

6. **OLD BUSINESS**

6.1 Mooring Field

Grants Administrator Lorelei Jacobs provided and update on marina grant status.

6.2 RFP 2020-20

City Manager Martin provided and update and schedule of future activities

October 16, 2020 Draft agreement complete

October 19, 2020 Agreement disseminated to MAB members for review

October 26, 2020 Review, discussion and recommendation by MAB

November 4, 2020 Agreement presented to City Commission

December 1, 2020 Transition date if agreement approved by City Commission

6.3 Amelia River Waterfront

City Manager provided an update on the waterfront plans. Hew reported \$80,000 has been spent in the last 5 years fir various park plans. When asked about the existing ramp, City Manager Martin said he would provide a cost for a review to determine if three-wheel trailers could use the ramp. He also reported the employment of a City Engineer that will act as the project manager for City projects.

6.4 Marina Projects and Updates

Administrative Coordinator Cathy Chapman reported the City's Grants Administrator is working on the FIND funded Mooring Field Capacity Increase grant. She also indicated the complexity of the questions requires additional research and joint effort from other departments. She hoped to have the answers to the seven questions ready for the October MAB meeting.

6.5 Channel Update

6.6 FEMA Update

City Manager Dale Martin reported the City submitted an appeal to State of Florida FEMA at the end of August. He informed the Board Florida State FEMA has 60 days to review and accept or forward the appeal to the Federal level. If forwarded to the Federal level, the Federal FEMA will have 90 days to approve or deny the appeal

7. **NEW BUSINESS**

8. **MARINA MANAGER REPORT**

9. **BOARD MEMBER REPORTS/COMMENTS**

Gerald Decker	Congratulated Oasis and thanked Westrec
Joe Blanchard	Emphasized the concept of a "Working Waterfront"
Paul Lore	Asked what will the marina look like if a curtain was lifted
Terry Lacoss	Suggested more signage was needed to direct visitors
Allan Mills	Commented Parking Lots "C" and "D" are acceptable for a park and Parking Lots "A", "B" and the "Venturo" property should be left out of the park plan

10. **NEXT MEETING DATE**

10.1 October 28, 2020

11. **ADJOURNMENT: 8:25 PM**

ACTION: *Approve Adjournment*

Motion: Coleman Langshaw; Second: Paul Lore

APPROVED: 6-0

Paul Lore, Secretary

Kevin McCarthy, Chairperson



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CITY NEWS FEATURED STORY

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[October 15, 2020](#) / [Press Release](#) / [1 Comment](#)

By Dale Martin

City Manager

Fernandina Beach

October 16, 2020

Continuing last week's discussion of updating the community of current projects and efforts, I'll turn my attention to the City's three most visible enterprise funds: the Marina, the Golf Course, and the Airport.

With the Marina, the State recommendation regarding the City's appeal to the Federal Emergency Management Agency (FEMA) is expected to be provided this week. The State Department of Emergency Management will submit its recommendation to FEMA officials, who have ninety days to respond to the appeal. Again, thank you to Congressman John Rutherford and his staff for continuing support for this effort.

The principal work at the Marina has been completed: the attenuator, both south and north) has been installed, the southern basin dredged, and the interior docks realigned. Some "punch list" items remain, however, to be completed, mainly addressing some sporadic electrical issues and attending to cosmetic issues on the pilings. The fuel system continues to be evaluated and tested before being able to return to service. At this time, this issue is the top priority of the Marina effort.

Discussions with Oasis Marinas officials have nearly completed a draft operating agreement to manage the Marina. The proposed agreement will be provided to the Marina Advisory Board for review at the end of this month before being formally considered by the City Commission on November 4 (please note the November 4 date: due to Election Day activities on Tuesday, November 3, the City Commission meeting is moved to Wednesday, November 4). Oasis officials have also been consulted for assistance with the fuel system challenges.

Finally, the City is preparing to move forward with the installation of several mooring balls. This project is in the final design and permitting stages, with the project (funded in part through a grant from the Florida Inland Navigation District, FIND) slated to be published for bids soon.

At the Golf Course, the reconstruction of several North Course greens is nearly completed. The greens on the North Course, what was the original course, had never been re-built since first constructed over sixty years ago (the West and South Course greens have been reconstructed).



City Manager Dale Martin



The re-grading of the driving range and practice area has been completed. The re-grading will provide for the construction of the expanded practice area (putting green and bunker) and alleviate driving range drainage issues.

The driving range project is closely associated with the Toptracer project. Toptracer is a rapidly growing component of modern golf, making significant use of computers and simulators to enhance the playability at the driving range. The City awarded the bid to construct the Toptracer facility to Johnson Home Builders, and, with the necessary permits issued, construction will begin shortly. If the schedule is maintained, the Toptracer facility should be opened and available for use by the end of the calendar year.

As with the Marina (as well as the Airport), the City has had traditional and lengthy relationships with management and engineering consultants to provide additional assistance. The City currently has a management agreement at the Golf Course with Billy Casper Golf (BCG), a national golf course management consultant and advisor. The agreement between the City and BCG (to be re-branded as Antares) expires at the end of this year. The City recently examined the consultant relationships at the Airport and the Marina, and I anticipate a similar examination at the Golf Course, with an emphasis on operations and finances (especially given the current debt associated with the Golf Course). City staff will likely make a recommendation to the City Commission next month.

The Airport continues to thrive: it is the only of the three operations discussed in this article that requires no property tax support from City residents. The Fixed Base Operator (FBO) and City staff operate from the terminal building. The terminal building conference room hosts several local meetings (although greatly limited due to pandemic restrictions, the allowable capacity is gradually increasing).

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The City continues to support the efforts and use of the Marina, the Golf Course, and the Airport. Those assets, although markedly different, contribute greatly to the appeal and successful of our community. If you haven’t visited those facilities recently, I encourage you to take the time and see what is happening firsthand.

Finally, I’d like to thank Ms. Peg Davis for her service as the editor of the NewsLeader. She has provided me the forum to share these thoughts with you for five years. I have enjoyed, and will very much miss, our (too infrequent) off-the-record lunches during which we shared our differences, our frustrations, and our hopes for our community. Best wishes to you, Peg.

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about 2 hours ago

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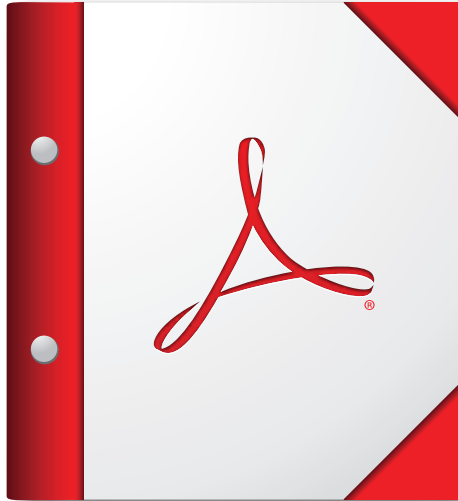
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STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

Ms. Gracia B. Szczech
Region IV Administrator
Federal Emergency Management Agency
3003 Chamblee–Tucker Road
Atlanta, Georgia 30341
(via email to FEMA-R4-PA-Appeals@fema.dhs.gov)

Re: 1st Appeal Request on Behalf of Applicant
City of Fernandina Beach
DR-4283; FloridaPA #831 and #1085
PA ID: 089-22175-00

Dear Ms. Szczech:

The Florida Division of Emergency Management (Recipient or FDEM) has received the attached letter from the City of Fernandina Beach (Applicant or City) appealing the denial of funding for the above projects. Although the total amount in controversy is \$5,989,821.68, Applicant seeks to replace its facility.

<u>Project #</u>	<u>Amount in Controversy</u>	<u>DM Date</u>
831	\$5,796,827.00	05/28/2020
1085	\$192,994.68	05/28/2020

Applicant appealed FEMA's decisions by letter, which was received by Recipient on 08/28/2020. On 03/30/2020, FEMA issued a memorandum extending deadlines established under 44 CFR 206.204, 44 CFR 206.206, 44 CFR 206.209, and Section 423 Arbitration to 05/30/2020. On 05/28/2020, FEMA issued a second memorandum extending filing deadlines, extending the deadline for this appeal to 08/30/2020. The appeal was timely submitted to the Recipient and the Recipient also herein timely transmits this recommendation and the accompanying appeal to FEMA Region IV.

Background and Issue on Appeal

The Recipient respectfully recommends that FEMA grant the Applicant's appeal as it relates to the above referenced projects. The issue on appeal is whether Applicant's facility is eligible for replacement rather than repair.

Hurricane Matthew caused wind and pressure-driven storm surge damage to Applicant's wave attenuator system, resulting in sporadic structural damage throughout Municipal Dock 1 and ancillary buildings. Although both projects are for repairs to one

facility, FEMA determined it was appropriate to separate costs for the northern and southern portions into separate PWs.

The estimated eligible cost of repairing, restoring, reconstructing, or replacing a public facility is on the basis of the design of such facility as it existed immediately prior to the major disaster and in conformity with current applicable codes, specifications, and standards applicable at the time of the disaster. A facility is considered repairable if the cost to repair the disaster-related damage does not exceed 50 percent of the cost to replace the facility based on its pre-disaster size, capacity, and function; and it is feasible to repair the facility so that it can perform the pre-disaster function as well as it did prior to the disaster.

Applicant conducted several inspections of its facility to evaluate the repair costs. Applicant determined that the repair costs for its facility exceeded 50% of the cost for replacement, thus entitling Applicant to funding to replace its facility. FEMA disagreed, instead determining much of the costs for repair fell well below the 50 percent threshold and only awarded what it determined as the costs to repair. For other portions of the facility that it determined did exceed this threshold, FEMA did award the cost to replace. Applicant argues that FEMA misinterpreted Applicant's cost estimate, and provides clarifying information that its repairs do exceed 50% of the cost for replacement. Recipient refers FEMA to Applicant's appeal letter and included exhibits, which demonstrate that Applicant has shown that its facility is eligible for replacement.

Relief Requested

For the reasons stated in the Applicant's appeal and accompanying documentation, as well as in this letter, the Recipient respectfully recommends that FEMA grant the Applicant's appeal as it relates to the above referenced projects and fully fund the costs to replace its facility.

Conclusion

An adequate basis has been provided upon which FEMA can render a determination regarding this appeal. If you have any further requests for technical information regarding this request, or for informal dispute resolution, please contact Appeals Officer Sherin Joseph by telephone at (850) 815-4445 or via email at Sherin.Joseph@em.myflorida.com and FDEM-PA-Appeals@em.myflorida.com.

Sincerely,
**Allison
McLeary**

Digitally signed by Allison McLeary
DN: dc=org, dc=fleec, ou=FDEM Users,
ou=Recovery, ou=RecoveryCoordination,
cn=Allison McLeary,
email=Allison.McLeary@em.myflorida.co
m
Date: 2020.10.14 13:00:32 -0400

Allison McLeary
Recovery Bureau Chief
Governor's Authorized Representative
Florida Division of Emergency Management

09/28/2020

SPD Status – What equipment is currently installed and what docks are SPD protection operational

Dock N1 and S1 - Piling Finish Status. Is it working? Is it repelling the barnacles? Is it staying on?
Who authorized the change from HDPE sleeves to this paint on protection?

Dock S1 and N1 – Styrofoam. Is there a plan to stop the Styrofoam from coming out or will this be like Pier 66 and continue to lose Styrofoam daily?

Dock N3- Where is this dock's power source?
Is it coming from Dock S1, Dock N1, Dock S2 or somewhere else?

What are the warranty periods ending date for:

Dock S1	Fuel Dock/N1
Dock S2	Dock N2
Dock S3	Dock N3
Dock SD	Dock 1 pump out unit?

What was the original contracted dredge cubic yards amount?
What was the quantity of material dredged?
Who authorized the decreased quantity of cubic yards?
If the contracted amount of silt had been removed, would the entrance to the southern basin be deep enough for boats at low tide?

What was the final/total cost for the power termination building on the Fuel Dock?

Please provide a schedule and cost variance for all projects at the marina since June 2018.

Please provide a listing of all Change Orders associated with all work at the marina since June 2018 broken down by project.

Please provide a list of the companies that provided testing for the Fuel System since Feb 2020. Please let us know what the testing purpose was, when it happened, the cost of the test and the outcome of the test.

If the leaking connection boxes on Dock S1 are not sealed and continue to hold salt water, what will happen to the metal nuts and bolts in these boxes?
Is there a plan to correct the leaking connection boxes?

Additional Questions from MAB members:

- D1 Oasis Transition Update
- D2 FEMA Update

- C1 White Styrofoam pellets on pilings. Was the underside of the docks sealed or will they continue to deteriorate?
- C2 White Styrofoam pellets in the piling opening on the dock. Is this an environmental issue?
- C3 When the marina crew attempted to remove barnacles from the south end pilings with the recommended plastic paddle, large pieces of the black coating came off. What can be done to eliminate this coating separation?
- C4 When the recent repairs were made to the pilings, why was the finished product not made smooth?
- C5 After purchasing 2,000 gallons of fuel:
 - Will the city have to remove and waste the 2,000 gallons to be in compliance?
 - Will the City be fined for having fuel in the "Closed" tanks?
 - What is the current time frame for fuel to be available?
- C6 Is the SPD (Surge Protection Device) installed and is it online?

From: [Gregory, Hali](#)
To: [Cathy Chapman](#)
Cc: [Jeremiah Glisson](#); [Richard Ballard](#); [Joe Springer](#); [Mr. Dale L. Martin](#); [kevin quirk](#)
Subject: RE: 9046102_Fernandina Harbor Marina
Date: Monday, October 12, 2020 1:07:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Ms. Chapman,

Link to the UST and AST rules: <https://floridadep.gov/waste/permitting-compliance-assistance/content/storage-tank-system-rules-forms-and-reference>

I have also copied some below. The tank is still registered out of service. So no product should be in the tank.

2) For change in service status or closure pursuant to Rule 62-761.800, F.A.C.:

(a) A completed Registration Form shall be submitted to the Department in paper or electronic format within 10 days after completion of the change in service status or closure.

(b) A completed Certified Contractors Form shall be submitted to the county in paper or electronic format no later than 21 days after replacement or removal of a storage tank system, including system components in contact with the soil.

1) For installations:

(a) For the purposes of this subsection, installation shall mean the date that the storage tank system or system component placement or construction will begin.

(b) Notification shall be received by the county in writing or electronic format between 30 and 45 days before installation of a storage tank system or system component unless the county agrees to a shorter time period.

(c) Notification shall also be received by the county in writing or electronic format between 48 and 72 hours prior to the installation work to confirm the date and time of the scheduled activities.

(2) For change in service status and closure:

(a) Notification shall be received by the county in writing or electronic format between 30 and 45 days before the initiation of the work related to the change in service status or closure unless the county agrees to a shorter time period.

(b) Notification shall also be received by the county in writing or electronic format between 48 and 72 hours prior to the initiation of the work to confirm the date and time of the scheduled activities.

62-761.800 Out-of-Service and Closure Requirements.

(1) Out-of-service storage tank systems.

(a) Storage tank systems that are taken out-of-service, as required in this subsection, shall continue to be maintained in accordance with this chapter unless otherwise noted herein.

(b) Facility owners and operators of out-of-service storage tank systems shall:

1. Continue to operate and maintain corrosion protection in accordance with subsection 62-761.700(2), F.A.C.,

2. Continue to maintain and demonstrate financial responsibility pursuant to Rule 62-761.420, F.A.C.,

3. Leave vent lines open and functioning,

4. Remove all regulated substances so that no more than one inch in depth or 0.3 percent by weight of regulated substances remains in the storage tank,

5. Secure or close off the system to outside access; and,

6. Register the storage tank system out-of-service in accordance with Rule 62-761.400, F.A.C.

(c) Facility owners and operators of out-of-service storage tank systems shall monitor the interstice and the liquid level in the storage tank annually but not to exceed 12 months, unless the tank system contains no regulated substances. Records of these inspections shall be maintained in accordance with subsection 62-761.710(2), F.A.C. In the event that liquid in excess of one inch, or 0.3 percent by weight, in the storage tank or any liquid, other than condensate, in the interstice is discovered, facility owners and operators must follow the procedures for incidents pursuant to Rule 62-761.430, F.A.C.

Ms. Hali Gregory

Environmental Scientist Supervisor

City of Jacksonville | Neighborhoods Department

Environmental Quality Division

214 N. Hogan Street, 5th floor

Jacksonville, FL 32202

Office: 904-255-7165

Cell: 904-237-7170

Fax: 904-630-3637

hgregory@coj.net

PLEASE NOTE THAT UNDER FLORIDA'S PUBLIC RECORDS LAW, COMMUNICATIONS TO AND FROM CITY OF JACKSONVILLE OFFICIALS ARE SUBJECT TO PUBLIC DISCLOSURE.

From: Cathy Chapman <cchapman@fbfl.org>
Sent: Monday, October 12, 2020 11:34 AM
To: Gregory, Hali <HGregory@coj.net>
Cc: Jeremiah Glisson <jglisson@fbfl.org>; Richard Ballard <rballard@fbfl.org>; Joe Springer <jspringer@fbfl.org>; Mr. Dale L. Martin <dmartin@fbfl.org>; kevin quirk <kequirk5@gmail.com>
Subject: FW: 9046102_Fernandina Harbor Marina

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good morning Ms. Hali,

Thank you for clarifying the requirements of your inspection. I am available anytime this week to meet and inspect the recently installed new sections of pipe and our 5 new sumps.

Here is our tank field diagram and I will look for your email detailing the 30 day and 48 hour notice requirements needed before we can begin the next phase.

PS- SPATCO is scheduled to isolate and conduct pressure testing on the highlighted, underground section of pipe.

I look forward to meeting you soon.

Cathy Chapman
Administrative Coordinator
City of Fernandina Beach
3 South Front Street
Fernandina Beach, Florida 32034
[904-753-1970](tel:904-753-1970) | cchapman@fbfl.org
www.fbfl.us



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From: Gregory, Hali <HGregory@coj.net>
Sent: Monday, October 12, 2020 9:27 AM
To: Cathy Chapman <cchapman@fbfl.org>
Subject: RE: 9046102_Fernandina Harbor Marina

Ms. Chapman,

Can we please schedule a compliance assistance inspection for the storage tank at your earliest convenience.

Thanks,

Ms. Hali Gregory

Environmental Scientist Supervisor

City of Jacksonville | Neighborhoods Department

Environmental Quality Division

214 N. Hogan Street, 5th floor

Jacksonville, FL 32202

Office: 904-255-7165

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hgregory@coj.net

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From: Gregory, Hali

Sent: Friday, August 21, 2020 9:03 AM

To: Cathy Chapman <cchapman@fbfl.org>

Subject: RE: 9046102_Fernandina Harbor Marina

Thank you.

From: Cathy Chapman <cchapman@fbfl.org>

Sent: Friday, August 21, 2020 9:02 AM

To: Gregory, Hali <HGregory@coj.net>

Subject: Re: 9046102_Fernandina Harbor Marina

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Ms. Hali,

No ma'am, it is not ready. We have experienced a delay.

Get [Outlook for iOS](#)

Cathy Chapman

Administrative Coordinator

City of Fernandina Beach

3 South Front Street

Fernandina Beach, Florida 32034

904-753-1970 | cchapman@fbfl.org

www.fbfl.us



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From: Gregory, Hali <HGregory@coj.net>
Sent: Friday, August 21, 2020 8:43:20 AM
To: Cathy Chapman <cchapman@fbfl.org>
Subject: RE: 9046102_Fernandina Harbor Marina

Ms. Chapman,

IS the tank system ready for an inspection today?

Ms. Hali Gregory

Environmental Scientist Supervisor
City of Jacksonville | Neighborhoods Department
Environmental Quality Division
214 N. Hogan Street, 5th floor
Jacksonville, FL 32202
Office: 904-255-7165
Cell: 904-237-7170
Fax: 904-630-3637
hgregory@coj.net

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From: Cathy Chapman <cchapman@fbfl.org>
Sent: Wednesday, August 19, 2020 8:00 AM
To: Gregory, Hali <HGregory@coj.net>
Subject: RE: 9046102_Fernandina Harbor Marina

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Good morning, here are our tank tightness certifications.

Cathy Chapman
Administrative Coordinator
City of Fernandina Beach
3 South Front Street
Fernandina Beach, Florida 32034
904-753-1970 | cchapman@fbfl.org
www.fbfl.us



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request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Gregory, Hali <HGregory@coj.net>
Sent: Tuesday, August 18, 2020 12:48 PM
To: Cathy Chapman <cchapman@fbfl.org>
Cc: Cathy McKinley (Cathy@marinautilities.com) <Cathy@marinautilities.com>; Joe Springer <jspringer@fbfl.org>; Richard Ballard <rballard@fbfl.org>
Subject: RE: 9046102_Fernandina Harbor Marina

Great. See you then.

From: Cathy Chapman <cchapman@fbfl.org>
Sent: Tuesday, August 18, 2020 12:39 PM
To: Gregory, Hali <HGregory@coj.net>
Cc: Cathy McKinley (Cathy@marinautilities.com) <Cathy@marinautilities.com>; Joe Springer <jspringer@fbfl.org>; Richard Ballard <rballard@fbfl.org>
Subject: RE: 9046102_Fernandina Harbor Marina

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Ms. Gregory,

We are targeted to be ready for your site visit tomorrow morning at 10am. Our contractor will be here to answer any questions and provide access to the tanks, thank you.

Cathy Chapman
Administrative Coordinator
City of Fernandina Beach
3 South Front Street
Fernandina Beach, Florida 32034
[904-753-1970](tel:904-753-1970) | cchapman@fbfl.org
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From: Gregory, Hali <HGregory@coj.net>
Sent: Friday, August 14, 2020 2:38 PM
To: Cathy Chapman <cchapman@fbfl.org>
Cc: Cathy McKinley (Cathy@marinautilities.com) <Cathy@marinautilities.com>; Mr. Dale L. Martin <dmartin@fbfl.org>
Subject: RE: 9046102_Fernandina Harbor Marina

Ms. Chapman,

Can we meet Wednesday Morning at 10am for an inspection ?

Ms. Hali Gregory

Environmental Scientist Supervisor

City of Jacksonville | Neighborhoods Department

Environmental Quality Division

214 N. Hogan Street, 5th floor

Jacksonville, FL 32202

Office: 904-255-7165

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hgregory@coj.net

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From: Cathy Chapman <cchapman@fbfl.org>

Sent: Monday, August 10, 2020 9:35 AM

To: Gregory, Hali <HGregory@coj.net>

Cc: Cathy McKinley (Cathy@marinautilities.com) <Cathy@marinautilities.com>; Mr. Dale L. Martin <dmartin@fbfl.org>

Subject: RE: 9046102_Fernandina Harbor Marina

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Ms. Gregory,

I am in the process of confirming our contractors schedule to be onsite on the day of your physical site inspection. The current forecast is for all recertification testing to be completed by the end of this week. If possible, we would like to coordinate your visit as close to the Contractors completion date as possible, I will keep you abreast of any changes (if they occur) as the week progresses.

Please find enclosed the City's certificate of Financial Responsibility, Part D and Part P.

Thank you.

Cathy Chapman

Administrative Coordinator

City of Fernandina Beach

3 South Front Street

Fernandina Beach, Florida 32034

904-753-1970 | cchapman@fbfl.org

www.fbfl.us



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From: Gregory, Hali <HGregory@coj.net>
Sent: Friday, August 07, 2020 3:15 PM
To: Cathy Chapman <cchapman@fbfl.org>
Subject: 9046102_Fernandina Harbor Marina

Ms. Chapman,

I will need to conduct a physical site inspection. We can wait until all the testing is complete. Can we schedule it for the week of the 17th? Someone will need to be onsite to provide access to the tank system. Preferably the Contractor if possible.

Ms. Hali Gregory

Environmental Scientist Supervisor
City of Jacksonville | Neighborhoods Department
Environmental Quality Division
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Protective & Marine Coatings



Certified to
NSF/ANSI 61

PART A
PART B

B65V115
B65-115
B65-K115

ISOCYANATE
SERIES
FIELD REPAIR KIT

POLY-COTE™ 115

Revised: June 2, 2020

PRODUCT INFORMATION

5.57

PRODUCT DESCRIPTION

POLY-COTE 115 is a flexible two component polyurethane coating formulated to provide optimal build properties, good recoatability properties and aesthetic properties. The required coating thickness can be applied in one coat – even on seams, welds, and rivets. It is a 100% solids, elastomeric, aromatic polyurethane formulated without solvents.

PRODUCT CHARACTERISTICS

Color: Beige, Gray, Black, and Blue

Finish: Gloss

Volume Solids: 100% mixed

VOC: No measurable VOC levels

Mix Ratio: 1A:3B by volume

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	20.0 (500)	>500* (12,500)
Dry mils (microns)	20.0 (500)	>500* (12,500)
~Coverage sq ft/gal** (m ² /L)	3 (0.07)	80 (1.96)

Theoretical coverage **sq ft/gal** (m²/L) @ 1 mil / 25 microns dft **1600** (39.2)

*250 mils (6250 microns) maximum for NSF applications, 26 mils (650 microns) maximum for FDA applications

**For Poly-Cote 115FR, approximate coverage is 30 sq ft/gal (0.74 m²/L)

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule:

	@ 45°F/7°C	@ 75°F/24°C	@ 105°F/41°C
Tack free:	6 hours	2 hours	1 hour
To recoat:	< 48 hours	< 48 hours	< 48 hours
To handle:	36 hours	12 hours	6 hours
Immersion*:	24 hours	12 hours	6 hours

*72 hours @ 75°F/24°C for NSF applications

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

Pot life: 12-15 minutes @ 75°F/24°C

Shelf Life:	12 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C)
Flash Point:	428°F (220°C)
Reducer:	Not recommended

RECOMMENDED USES

- Water Conveyance Piping
- Water & Wastewater Market
- Mining
- Rail
- Pulp & Paper Industry
- Transmission Poles

- Meets AWWA C222
- Meets USDA requirement for incidental contact

According to FDA Regulation 175.300, this product (Blue ONLY) is suitable for use on surfaces intended for use in the production, manufacturing, packing, processing, treating, transporting or storage of dry food at ambient temperatures when applied as a continuous film.

***Immersion Service - Potable Water:** Meets NSF Standard 61** - drinking water system components. Fittings: ≥ 2 in.; Pipe: ≥ 8 in.; Tank: ≥ 50 gallons; Valve: ≥ 2 in.

*Excluding Blue

**See NSF website <http://nsf.org> for additional information

PERFORMANCE CHARACTERISTICS

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	<100 mg loss
Adhesion	ASTM D4541; Annex A.4 (Test Method E)	>1500 psi
	ASTM D6677	Rating - 10
Cathodic Disbondment	ASTM G95, mtd A -1.5V, 30 days	<12 mm radius
Chemical Resistance	ASTM D543	10% H ₂ SO ₄ <5% 30% NaCl <5% 30% NaOH <5% Diesel Fuel <5%
Dielectric Strength	ASTM D149	>250 V/mil
Elongation	ASTM D412	>40%
Flexibility (75 mils)	ASTM D522, 3" mandrel	No cracking or delamination
Hardness, Durometer	ASTM D2240	>65, Shore D
Impact Resistance	ASTM G14	>75 in-lbs
Service Temperature	Dry - Continuous: -40°F (-40°C) to 200°F (93°C) Maximum Surge: 350°F (177°C) Immersion - Insulated (max): 140°F (60°C) Non-Insulated: 120°F (49°C)	
Severe Wastewater Analysis Test	ASTM G210	<20% reduction from initial to final EIS values
Tensile Strength	ASTM D412	>2500 psi
Water Absorption	ASTM D570	<2%
Water Vapor Permeability	ASTM E96	0.09 inch-pounds @ 53 mils (1,325 microns)



Protective & Marine Coatings



Certified to
NSF/ANSI 61

PART A
PART B

B65V115
B65-115
B65-K115

ISOCYANATE
SERIES
FIELD REPAIR KIT

POLY-COTE™ 115

Revised: June 2, 2020

PRODUCT INFORMATION

5.57

RECOMMENDED SYSTEMS

PRIMERS

Steel: Self-priming or Corothane I GalvaPac

Galvanized Steel: Self-priming

Ductile Iron Pipe: Self-priming

Concrete: Corobond 100

	Dry Film Thickness / ct.	
	Mils	(Microns)
Steel, Immersion: AWWA C222		
1 ct. Poly-Cote 115	20.0	(500)
Steel, Immersion: AWWA D102		
1 ct. Corothane I GalvaPac (optional)	2.5	(63)
1 ct. Poly-Cote 115	25.0	(625)
Galvanized, Immersion		
1 ct. Poly-Cote 115	20.0	(500)
Ductile Iron, Immersion		
1 ct. Poly-Cote 115	20.0	(500)
Field Repair, Immersion		
2 cts. Poly-Cote 115	25.0	(625)
Concrete, Immersion		
Approved primer: Corobond 100		
1 ct. Poly-Cote 115	60.0	(1,500)

TOPCOATS

Approved aliphatic urethanes. Contact your Sherwin-Williams representative for more information.

ADVANTAGES

- Low permeability - improves life cycle performance and corrosion resistance.
- Chemical resistant - resistant to a broad spectrum of acidic and caustic chemicals
- Abrasion & Impact resistant - reduces the need for field touch-up caused by damage from handling, transporting, and installation; Increases life cycle due to reduced abrasion and impact from foreign materials.
- Excellent adhesion - exceeds 1,500 psi on properly prepared steel
- Good Flexibility - Prevents fractures in the film caused by flexing during transportation and installation
- High film build properties - achieve specified DFT's in a single coat even on sharp edges and angles
- Easily Maintained - Repairs can be completed quickly with the use of the Poly-Cote 115FR Field Repair Kit
- Extended recoatability - accommodates tie-ins, repairs, and low film build areas with a 48 hour recoat window.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Minimum recommended surface preparation:

Steel:

Large parts/structures (>50 ft²): SSPC-SP10/NACE No. 2, minimum 3 mil (75 micron) angular profile
SSPC-SP11

Small area (<50 ft²):

Ductile Iron Pipe:

Atmospheric:

NAPF 500-03-03 Power Tool Cleaning

Buried & Immersion:

NAPF 500-03-04 Abrasive Blast Cleaning

Cast Ductile Iron Fittings:

NAPF 500-03-05 Abrasive Blast Cleaning

Concrete:

SSPC-SP13/NACE No. 6 or SSPC-SPCAB1
minimum surface profile of
ICRI 310.2R-CSP 3-5

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	SSPC	NACE
White Metal	Sa 3	SP 5	1
Near White Metal	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	SP 2	-
Rusted	D St 2	SP 2	-
Pitted & Rusted	D St 3	SP 3	-
Power Tool Cleaning	D St 3	SP 3	-
Rusted	D St 3	SP 3	-
Pitted & Rusted	D St 3	SP 3	-

APPLICATION CONDITIONS

Poly-Cote 115:

Temperature:

Part A: 80°F (27°C) minimum, 160°F (71°C) maximum
Part B: 120°F (49°C) minimum, 160°F (71°C) maximum
Hose: 120°F (49°C) minimum, 160°F (71°C) maximum
Air: 0°F (-18°C) minimum, 120°F (49°C) maximum
Surface: 40°F (4.5°C) minimum, 140°F (60°C) maximum
at least 5°F (2.8°C) above dew point

Poly-Cote 115FR:

Temperature:

Part A and B: 60°F (16°C) minimum, 80°F (27°C) maximum
Air: 0°F (-18°C) minimum, 120°F (49°C) maximum
Surface: 40°F (4.5°C) minimum, 140°F (60°C) maximum
at least 5°F (2.8°C) above dew point

Relative humidity: 95% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging:

Poly-Cote 115: 50 gallons (189L) in a 55-gallon (208L) size drum and 250 gallons (945L) in a 250-gallon (945L) size tote.
Poly-Cote 115FR: Two 0.5-gallon kits: two 1-gallon (3.78L) containers of Part B filled at 0.375 gallons (1.42L) each and two full-filled pint (0.125 gallons / 0.47L) containers of Part A ISO.

Weight:

Part A: 10.85 ± 0.2 lb/gal ; 1.30 Kg/L
Part B: 10.3 ± 0.15 lb/gal ; 1.23 Kg/L
Mixed: 10.7 ± 0.2 lb/gal ; 1.28 Kg/L

SAFETY PRECAUTIONS

Refer to the SDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.



Protective & Marine Coatings



POLY-COTE™ 115

PART A
PART B

B65V115
B65-115
B65-K115

ISOCYANATE
SERIES
FIELD REPAIR KIT

Revised: June 2, 2020

APPLICATION BULLETIN

5.57

SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. The substrate shall not contain soluble salt concentrations in excess of 3 ppm for chlorides, 5 ppm for nitrates, and 10 ppm for sulfates. Surface with soluble salt concentrations in excess of these values shall be cleaned until satisfactory results are obtained. Minimum surface preparation for large surfaces shall be Near White Metal Blast Cleaning per SSPC-SP10/NACE No. 2. Blast clean all surfaces using sharp, angular abrasive for optimum surface profile (3 mils or greater average, with no individual reading being less than 2.5 mils per NACE RP0287). Small surface areas (<50 sq. ft.) shall be Power Tool Cleaned To Bare metal per SSPC-SP11. Grind all surfaces utilizing mechanical scarification capable of producing the greatest surface profile and shall be performed in a perpendicular pattern to the direction of flow on the substrate. Remove all weld spatter, smooth all rough welds, and round all sharp edges by grinding prior to abrasive blasting.

Existing coating shall be feathered 1.5 in. to 3 in. when coating adjacent bare steel, such as girth welds. Prior to coating, the applicator will tape off, using duct tape, a line between feathered coating and the remaining non-blasted coating and ensure the edge of tape is on the roughened coating.

Cleaned surface shall be dry air blasted and either brushed off or vacuumed, in a manner to remove dust and debris prior to coating, and shall be coated before any rust blooming occurs. Any cleaned steel showing rust stains shall be re-prepared prior to coating.

Ductile Iron Pipe, Atmospheric Service:

Minimum surface preparation is Power Tool Clean per NAPF 500-03-03. Remove all oil and grease from surface by Solvent Cleaning per NAPF 500-03-01.

Ductile Iron Pipe, Buried and Immersion Service:

Minimum surface preparation is Abrasive Blast Cleaning per NAPF 500-03-04. Ductile iron pipe external surfaces, in some cases, can be damaged by excessive abrasive blast cleaning beyond this standard. Remove all oil and grease from surface by Solvent Cleaning per NAPF 500-03-01.

Ductile Iron Fittings:

Minimum surface preparation is Abrasive Blast Cleaning of Cast Ductile Iron Fittings per NAPF 500-03-05. Remove all oil and grease from surface by Solvent Cleaning per NAPF 500-03-01.

Concrete

Minimum surface preparation shall be per SSPC-SP13/NACE No. 6 Concrete Surface Preparation or SSPC-SP CAB1. The prepared substrate shall have a minimum surface profile of ICRI 310.2R CSP 3-5. The pH of the substrate shall be tested after surface preparation and before coating application and must achieve a pH 9 minimum. Primer application to concrete shall take place in the evening while the substrate temperature is falling to aid in the prevention of out-gassing related problems. The primer shall be applied via brush and roller or spray applied and backrolled. Concrete primers have a maximum 48 hour recoat window.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	SSPC	NACE
White Metal	Sa 3	SP 5	1
Near White Metal	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	SP 7	4
Hand Tool Cleaning	DC St 2	SP 2	-
Pitted & Rusted	DC St 2	SP 3	-
Rusted	DC St 3	SP 3	-
Power Tool Cleaning	Pt St 3	SP 3	-

APPLICATION CONDITIONS

Poly-Cote 115:

Temperature:	
Part A:	80°F (27°C) minimum, 160°F (71°C) maximum
Part B:	120°F (49°C) minimum, 160°F (71°C) maximum
Hose:	120°F (49°C) minimum, 160°F (71°C) maximum
Air:	0°F (-18°C) minimum, 120°F (49°C) maximum
Surface:	40°F (4.5°C) minimum, 140°F (60°C) maximum at least 5°F (2.8°C) above dew point

Poly-Cote 115FR:

Temperature:	
Part A and B:	60°F (16°C) minimum, 80°F (27°C) maximum
Air:	0°F (-18°C) minimum, 120°F (49°C) maximum
Surface:	40°F (4.5°C) minimum, 140°F (60°C) maximum at least 5°F (2.8°C) above dew point

Relative humidity: 95% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer.

Reducer	Not recommended
Clean Up	MEK R6K10
Purge Solvent	MEK R6K10

Recommended Spray Equipment*

Pneumatic Spray	
Pump.....	Graco Hydra-Cat with a King Air Motor or XP 50 or larger system with remote manifold
Transfer Pumps	5:1 Graco Monark or larger
Pressure.....	2000 psi at gun pressure
Hose.....	3/8" Resin, 1/4" Isocyanate, 1/4" whip hose from mixing manifold to gun, 25' maximum whip hose length with 3/8" X 5" static mixing tubes with a 12 element disposable plastic insert.
Tip	0.021" minimum
Hydraulic Spray	
Pump.....	Graco/Reactor or HXP3 system with #120 (resin) and #40 (Activator) cylinder setup
Transfer Pumps	5:1 Graco Monark or larger
Pressure.....	2000 psi at gun pressure
Hose.....	3/8" Resin, 1/4" Isocyanate, 1/4" whip hose from mixing manifold to gun, 25' maximum whip hose length with 3/8" X 5" static mixing tubes with a 12 element disposable plastic insert.
Tip	0.021" minimum

Conventional Spray Not recommended

Brush** Repairs and touch only**

*Application training is required and spray equipment must be approved by Sherwin-Williams Technical Service.

**For touch up and repair utilize Sherwin-Williams Poly-Cote 115FR.

If specific application equipment is not listed above, equivalent equipment may be substituted and must be approved by Sherwin-Williams Technical Service.



Protective & Marine Coatings



Certified to
NSF/ANSI 61

PART A
PART B

B65V115
B65-115
B65-K115

ISOCYANATE
SERIES
FIELD REPAIR KIT

POLY-COTE™ 115

Revised: June 2, 2020

APPLICATION BULLETIN

5.57

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mixing Instructions: Agitate components thoroughly before use. Do not thin. Do not mix part A and B together (Except for Poly-Cote 115FR). Caution: Do not agitate at high speed or in a manner that would whip air or moisture in to the product. Both components should be heated to approximately 120°F (49°C) - 160°F (71°C) to achieve spray pattern consistency.

For Poly-Cote 115FR, agitate individual components for 3 minutes prior to combining them. Add the "B" Component to the "A" component and immediately agitate for 3 minutes. Immediately transfer the material from the container to the surface using the supplied brush like a spatula to get a large volume of material transferred to the substrate and then brush the material to a smooth appearance. Poly-Cote 115FR is intended to be applied in 2 coats. Apply the second coat while the first coat is still sticky but with no transfer of material onto your finger. (2 - 2.5 hours cure @ 75°F (24°C) approximate cure time).

Plural component application required for Poly-Cote 115, 1A:3B by volume

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	20.0 (500)	>500* (12,500)
Dry mils (microns)	20.0 (500)	>500* (12,500)
~Coverage sq ft/gal** (m²/L)	3 (0.07)	80 (1.96)

Theoretical coverage **sq ft/gal (m²/L) @ 1 mil / 25 microns dft**
1600 (39.2)

*250 mils (6250 microns) maximum for NSF applications, 26 mils (650 microns) maximum for FDA applications

**For Poly-Cote 115FR, approximate coverage is 30 sq ft/gal (0.74 m²/L)

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule:

	@ 45°F/7°C	@ 75°F/24°C	@ 105°F/41°C
Tack free:	6 hours	2 hours	1 hour
To recoat:	< 48 hours	< 48 hours	< 48 hours
To handle:	36 hours	12 hours	6 hours
Immersion*:	24 hours	12 hours	6 hours

*72 hours @ 75°F/24°C for NSF applications

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

Pot life: 12-15 minutes @ 75°F/24°C

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

PERFORMANCE TIPS

For immersion applications, a minimum total dry film thickness of 20 mils (500 microns) for steel is required. Always spark test in accordance with NACE SP0188 for steel after application. Repair holidays prior to placing substrate into service using Poly-Cote 115FR.

Use only heated, plural component equipment capable of producing 4,000 psi output consistently.

In order to prevent blockage of spray equipment, clean equipment before use or before extended downtime with MEK R6K10.

While spraying, use 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. All application shall be done in a manner that mitigates runs and sags and provides complete coverage on all surfaces, including difficult to spray areas like welds, seams and angles.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness, or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, climatic conditions, and excessive film build.

Do not agitate in a manner that would whip air and moisture in to the product.

Consult your Sherwin-Williams representative for specific application and performance recommendations.

Refer to Product Information sheet for additional performance characteristics and properties.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with MEK R6K10. Clean tools and equipment immediately after use (including both A and B sides of plural component spray system) with MEK R6K10.

SAFETY PRECAUTIONS

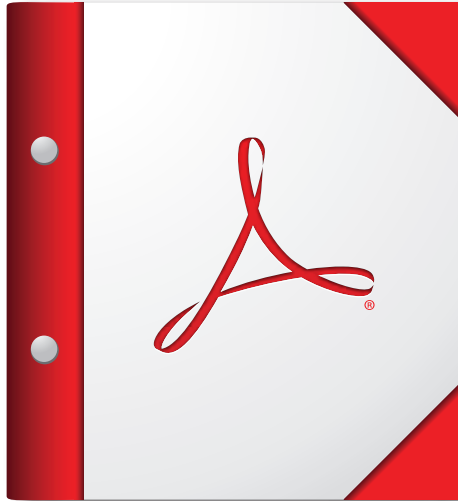
Refer to the SDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.





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Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!

MAB MEETING 9/28/2020

BOARD QUESTIONS-

1. **SPD Status** – What equipment is currently installed and what docks are SPD protection operational
 - a. All of the docks get their power from newly installed electrical, NEC 2017 code.
 - b. Each breaker panel has one SPD.
 - c. EC&M has an informative article [here](#) describing their function.
 - d. **Permanent transient protection.** A good transient protection system that includes a properly specified SPD scheme installed per Art. 285 can easily pay for itself with one power event. The economics for installing such a system are compelling for almost any facility. That doesn't mean you can just install it and forget about it. By the nature of what they are called upon to do, SPDs tend to lead fairly short lives compared to other electrical equipment.
 - e. Suggest this be added as a marina spare part.
 - f. SPD was replaced by McGonigle on 10/7/2020
 - g. Richard B reported issues and turned SPD breaker off on 10/12.
 - h. David McGonigle made aware of issue on 10/12 via phone & email
 - i. McGonigle is contacting MEE, the SPD supplier, w/concerns of faulty equipment. Ongoing investigation.

2. **Dock N1 and S1 Piling finish status. Is it working?**

- a. Yes, the coatings are working. No metal/steel is exposed to the elements.

Is it repelling barnacles?

- b. Coatings were not specified to be “anti-fouling” and does not repel barnacles

Is it staying on?

- c. Where a piling contacts HDPE pads the paint is rubbing off.
 - i. Palm Beach area marina has installed HDPE rub rails directly to the piling at the pad site, cutting back the bumper pads as necessary. Thus, preventing the pile from coming in contact with the rub pads.
- FACTORY PAINT REPAIR- Brace Coatings 10/8/2020, Northern blisters and Southern touch up

Who authorized change from HDPE sleeves to paint protection?

- d. ATM- section 024554. Part 1- General, page 6
 - i. Marine corrosion protection for steel anchor piles shall be provided via HDPE pile sleeves, or **OWNER-APPROVED EQUIVALENT.**
- e. Sleeves would have increased the diameter of the piling and piling well to such an extent that it encroached into the utility trough and reduced usable dock space.

number, size, and spacing, during shop drawing review by Design Criteria Professional shall be included.

PART 2 – PRODUCTS

2.1 MATERIALS AND REQUIREMENTS

A. Steel Pipe Piles

1. Provide round steel pipe piles conforming to FDOT Section 902 and ASTM A252, Grade 2. Roll and weld the pipe under the ASTM A252 Grade 2 specification allowing seamless, straight seams, or spiral seams.
2. For marina anchor piles designed by the Contractor, steel pipe pile wall thickness shall include loss to marine corrosion over the design life of the pipe pile.
3. Interior and exterior surfaces of the pipe piles shall be coated for corrosion protection in the marine environment from the top to a minimum depth of 5'1" below the unarmiled dredge depth (or natural river bed), in accordance with FDOT 560 and 528 (Type M coal tar epoxy).

B. HDPE Sleeves

1. Marine corrosion protection for steel floating dock anchor piles shall be provided via HDPE pile sleeves or Owner-approved equivalent.
2. HDPE sleeves shall be PE3408 or PE4710 material, black color, minimum thickness 0.4 inches. Pipe sleeve shall not include any permanent markings or pipe material designations on the outer surface. Contractor shall use care in shipping and installation of HDPE sleeves to avoid injury (cuts, abrasions, marks) to the sleeves.
3. The pipe shall be sized by the Contractor to fit snugly over the steel pipe pile. Use welded shims where necessary to retain proper elevation when sleeves do not extend to seabed.
4. Length shall extend from pile top/butt-off elevation:
 - A. down to min. 2 ft below mudline for floating dock anchor piles. For this case, no coal tar epoxy coating is needed.
 - B. down to min. 2 ft below mudline or minimum 3 ft below low water for mooring piles. Where sleeve does not extend below mudline, provide coal tar epoxy coating from min. 2 ft below mudline up to pile cut-off elevation. For this case, Contractor shall propose a marine seal between the steel pipe and HDPE sleeve to limit wicking of oxygenated seawater into the annular space.
5. Top of pipe pile and gap between pipe and sleeve shall be sealed off with expandable, airtight foam after driving.

3. Styrofoam- docks S1 and N1. Is there a plan to stop the foam from coming out or will this be like Pier 66 and continue to lose foam daily?

- a. From Henri Markus, Marinetek Norway, 10/6/2020
 - i. the reason for the EPS in the pile guide openings are the barnacles stuck to piles. I believe the only way to stop this is to keep the piles clean. Minor loss of EPS does not affect basically anything and water absorption in EPS is also minimal.
- b. South Florida marina has removed the foam and seen success. Via Vacuum and skimming.

4. Dock N3- Where is this dock's power source?

- a. Dock S2 NEMA substation, last breaker, bottom right. Breaker needs label.

5. What are the warranty periods ending date for: all

NOTE- FENDER MARINE IS RETURNING MORE THAN 13 MONTHS AFTER COMPLETING WORK TO ADDRESS SOUTHERN FIXING BOXES AND GRATING CLIPS.

- a. SD, N2 and N3 are old Bellingham docks, they are out of warranty
- b. S1- requested of Fender Marine
- c. S2- requested of McGonigle
- d. N1- in progress
- e. S1 Pump out-

6. What was the original contracted dredge cubic yards amount?

- a. 30k cubic yards for \$574,500 plus 21701 cubic yards for \$396,043= 51701 cubic yards for \$943,543
Or \$18.25 per CU.

What was the quantity of material dredged?

- b. Between 46782 and 47508, per Manzie&Drake and ARC surveys respectively, see enclosed.

Who authorized the decreased quantity of cubic yards?

Change order -\$76,522 decreasing CU's by 4193 and approved by "city staff and consultants".

If the contracted amount of silt had been removed, would the entrance to the southern basin be deep enough for boats at low tide?

Ref. post dredge survey. Ref lot line. Ref excavation limits as defined by permit and Rob Semmes survey comparison worksheet, see enclosed.



- c. what is the depth at low tide?
- d. Please see attached documents and surveys.

8. Please provide a schedule and cost variance for all projects at the marina since June 2018. SV and CV
Records request sent to city clerk for 2018, 2019 documents.
9. Please provide a listing of all change orders associated with all work at the marina since June 2018 broken down by project.
Waiting on records request.
10. What was the final/total cost for the power termination building on the Fuel Dock?
Approximately 36k.
11. Please provide a list of the companies that provided testing for the Fuel System since Feb 2020. Please let us know what the testing purpose was, when it happened, the cost of the test and the outcome of the test.
 - a. **Marina Utilities**- testing during coarse of startup. Veeder Root and nitrogen pressure testing. See enclosed. Chris Huff sending Veeder Root certifications.
 - b. **GUARDIAN FUEL**- Certified tank pressure testing 7/8/2020
See enclosed.
 - c. **SPATCO**- Line pressure testing, 9/28/2020, diesel line failed at 60psi.
See enclosed.
 - d. **SPATCO**- pressure testing of underground portion (both lines from bulkhead to UST) is scheduled. Parts on order, no timeline yet.
12. If the leaking connection boxes on Dock S1 are not sealed and continue to hold salt water, what will happen to the metal nuts and bolts in these boxes?
FENDER MARINE IS RETURNING (MORE THAN 13 MONTHS AFTER COMPLETING WORK) TO ADDRESS SOUTHERN FIXING BOXES AND GRATING CLIPS.

CITY OF FERNANDINA BEACH
 3 SOUTH FRONT STREET
 FERNANDINA BEACH FL 32034

Ship-to address
 CITY OF FERNANDINA BEACH
 3 SOUTH FRONT STREET
 FERNANDINA BEACH FL 32034

Invoice	
Invoice Number/Date	93330413 / 09/28/2020
Purchase Order Number/Date	Calhly Chapman / 09/22/2020
Sales Order Number/Date	7197560 / 09/22/2020
Customer Number	1050718
Salesman	275, Naderac, James
Sales Office	0075, Jacksonville

Conditions
 Terms of payment: Net 30
 Terms of delivery: FOB SHIPPING POINT

Currency USD

Item	Material	Qty	Description	Price	Price unit	Value
000013	INSTALLATION PRICE		Installation - Contract		Price	
	1 EA			1,695.36	USD	1,695.36
000020	INSTALLATION PRICE		Water Trailer		USD	
	1 EA			150.00	USD	150.00
000030	INSTALLATION PRICE		150ga) PCM		USD	
	150 EA			1.50	USD	225.00
Invoice	amount					2,070.36

PAST DUE INVOICE SUBJECT TO 1% MONTHLY SERVICE CHARGE AFTER 30 DAYS FROM INVOICE DATE.

8301 University Executive Park Drive, Suite 400 CHA-10111 NC 28262
 704-588-4375 300-477-5834 FAX 704-592-7720
 WWW.SPATCO.COM
 FCC ID: FCC 4887561



SGI Builders, Inc.
Progress Towards Perfection

SGI Builders, Inc.
3666 PROSPECT AVE A17
Riviera Beach, FL 33404
(561) 557-7989
www.sgibuilders.com

INVOICE

BILL TO
Marina Utilities
• 0951 Harmony Park
Bunilla Springs, FL 34135

INVOICE # 107990
DATE 09/08/2020
DUE DATE 10/08/2020
TERMS Net 30

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Project - Fernandina Beach Marina				
Labor	Two Technicians	151	85.00	9,615.00
Travel	Per Diem (Two Technicians)	22	150.00	3,300.00
Material	Weeder Root Probe	2	1,316.10	2,632.20
Material	Float Kts. One Gasoline - One Diesel	1	1,684.12	1,684.12
No Charge to Weeder Root Printer				

Please make all checks payable to SGI Builders, Inc.

BALANCE DUE

\$17,411.32

A minimum of 4 labor hours will be charged for service work performed.
Emergency calls will be charged an additional \$400 flat fee.
A standard flat fee applies to all invoices unless there is a differing agreement applying to other terms. After 30 days a \$10.00 per month late will apply.



PRESSURE CALCULATION & WATER SENSOR CALIBRATION
FINAL REPORT

Test Date 07/08/2020

MANUFACTURED BY: ESTABROOK'S, INC. 1-877-736-6215

Location Westtree

Address 3 north front st

City/State/Zip Fernandina Beach, FL

Location Contact

Location Phone

TOTAL TANK VOL. 15,000 G

PRODUCT VOL. 0 G

ULLAGE VOL. 15,000 G

PRODUCT TYPE Diesel

PBS # (NEW YORK)

TANK # 1

By: _____

Where: _____

Depth of Groundwater Determined: _____

THE ACOUSTIC CHARACTERISTIC OF A LEAK REVEALS:

Pass TIGHT TANK

THIS UNDERGROUND STORAGE TANK PASSES THE CRITERIA SET FORTH BY THE U.S. EPA.

N/A ULLAGE (DRY) PORTION OF LEAK

THIS UNDERGROUND STORAGE TANK FAILS THE CRITERIA SET FORTH BY THE U.S. EPA.

N/A BELOW PRODUCT LEVEL (WET) PORTION LEAK

THIS UNDERGROUND STORAGE TANK FAILS THE CRITERIA SET FORTH BY THE U.S. EPA.

WATER SENSOR INDICATES:

(CHECK ONLY ONE)

No Water Intrusion _____

Water Intrusion _____

Not Applicable _____

Operator Information

Print Name Dallas Harris Certification # DH - FL578186

Sign Name Dallas Harris Expiration Date: 10-21-2021

Testing Firm Clemens Fuel Systems Telephone # 850-265-8881

Address PO Box 187

Mausau, FL 32463

NEW YORK STATE REQUIREMENT: A DIAGRAM OF THE TANK SYSTEM MUST BE SUBMITTED TO THE STATE WITH THIS REPORT

EQUIPMENT SERIAL NUMBERS AND CALIBRATION EXPIRATION DATES:

Serial Number Calibration Expiration Date

IN-TANK MICROPHONE

ACOUSTIC SIGNAL PROCESSOR

PRESSURE SENSOR

WATER SENSOR DISPLAY

WATER SENSOR PROBE

14- F554KD05A BEACON MARINA LIGHT IS ALONG THE EAST BANK OF THE RIVER, IT IS 500 YARDS FROM THE BEACON LIGHT.



REFERENCES

WYOMING COUNTY MEDICAL CENTER, INC.

Cut/Fill Report

Generated: 2019-09-17 14:36:15
By user: Iken Douglas
Drawing: W:\Computer\Ac\Civil 3D Projects\17280 Marina Hydrographic Survey\W:\Computer\Ac\Civil 3D Projects\17280 Marina Hydrographic Survey\17280-Hydrographic-August 2019 Data.dwg

Volume Summary					
Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Net (Cu. Yd.)
VOLUME	Full	1.00	1.00	260001.55	47140.41
				358.18	46782.23<Cut>

Totals					
		2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Total		260001.55	47140.41	358.18	46782.23<Cut>

* Value adjusted by cut or fill factor other than 1.0

Ms. May:

We have completed, and are providing, the hydrographic survey for the above referenced project. Arc Surveying & Mapping, Inc. (ARC) performed a hydrographic pre-dredge survey at the Fernandina Beach Marina, Fernandina, FL, on January 10, 2019 and an after-dredge on June 25 and August 27, 2019. We computed a volume of material removed based on soundings recorded utilizing an Odom CV100 Single Beam Sounder. A mass volume was calculated based on pre-dredge survey versus the after-dredge survey within the dredge limits with no template.

Hydrographic Pre (January 10, 2019) to Post Survey (June 25 and August 27, 2019) within design limits to top of slope and no template

Total Material removed utilizing Mass Volume: 47,508 cubic yards

NOTE: Mass Volume quantities include material removed below template.

We appreciated the opportunity to work with you on this project and are available to answer any questions you may have.

Best Regards,
Arc Surveying & Mapping, Inc.
Richard J. Sawyer
Richard J. Sawyer, PSM, CH
Vice President

Bronson Lamb

From: Semmes, Robert <RSemmes@appliedtm.com>
Sent: Monday, September 30, 2019 12:58 PM
To: Bronson Lamb
Subject: Fwd: Ferdinand

[Here are the survey comparisons. Sorry for the delay. We did it pretty quickly but I sent it back for corrections and forgot to follow it up
Sent from a mobile device

From: Semmes, Robert <RSemmes@appliedtm.com>
Sent: Monday, September 30, 2019 12:56:40 PM
To: Mann, Michael <MMANN@APPLIEDTM.COM>
Subject: Re: Ferdinand

"Thank you

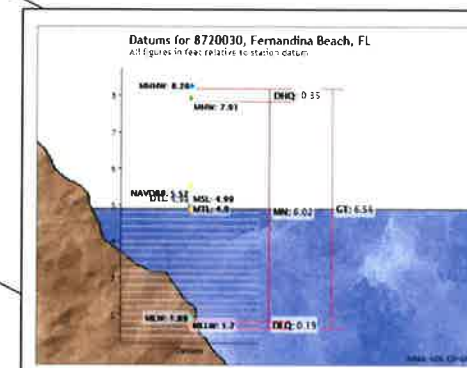
Sent from a mobile device

From: Mann, Michael <MMANN@APPLIEDTM.COM>
Sent: Monday, September 30, 2019 11:41:12 AM
To: Semmes, Robert <RSemmes@appliedtm.com>
Subject: Ferdinand

Ferdinand Harbor Pre-Post Construction Survey Analysis					
Pre Con Survey	Post Con Survey	Method	Limits	Volume (Cy)	
MD Pre	MD Post	End Area	Above -9' MLW	42,373.93	
MD Pre	MD Post	End Area	Below -9' MLW	4,304.69	
Total				46,678.62	
Arc Pre	Arc Post	End Area	Above -9' MLW	43,949.98	
Arc Pre	Arc Post	Surface	Below 9' MLW	3,158.50	
Total				47,108.48	

"Thank you,
Michael W. Mann, PE*
Waterfront Engineer

THE FERNANDINA BEACH MARINA LOCATED ALONG THE EAST BANK OF THE AMELIA
RIVER, FERNANDINA BEACH, FLORIDA.



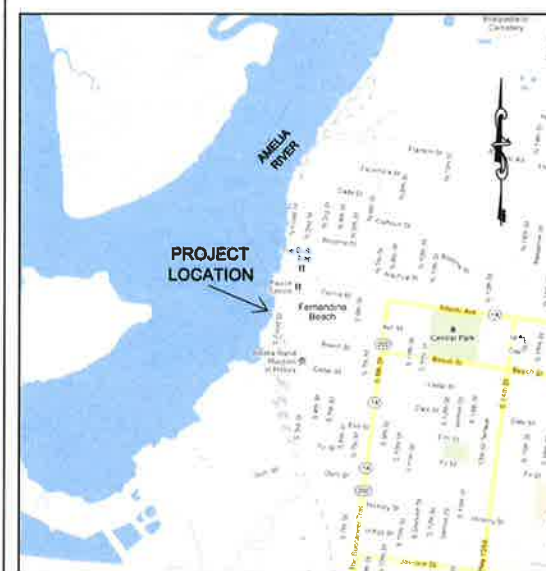
Project Title:
Fernandina Marina, Fl
Hydrographic Condition Survey

Prepared For: **Brance Diversified**
14664 Diamond Ranch Lane
Jacksonville, FL 32234

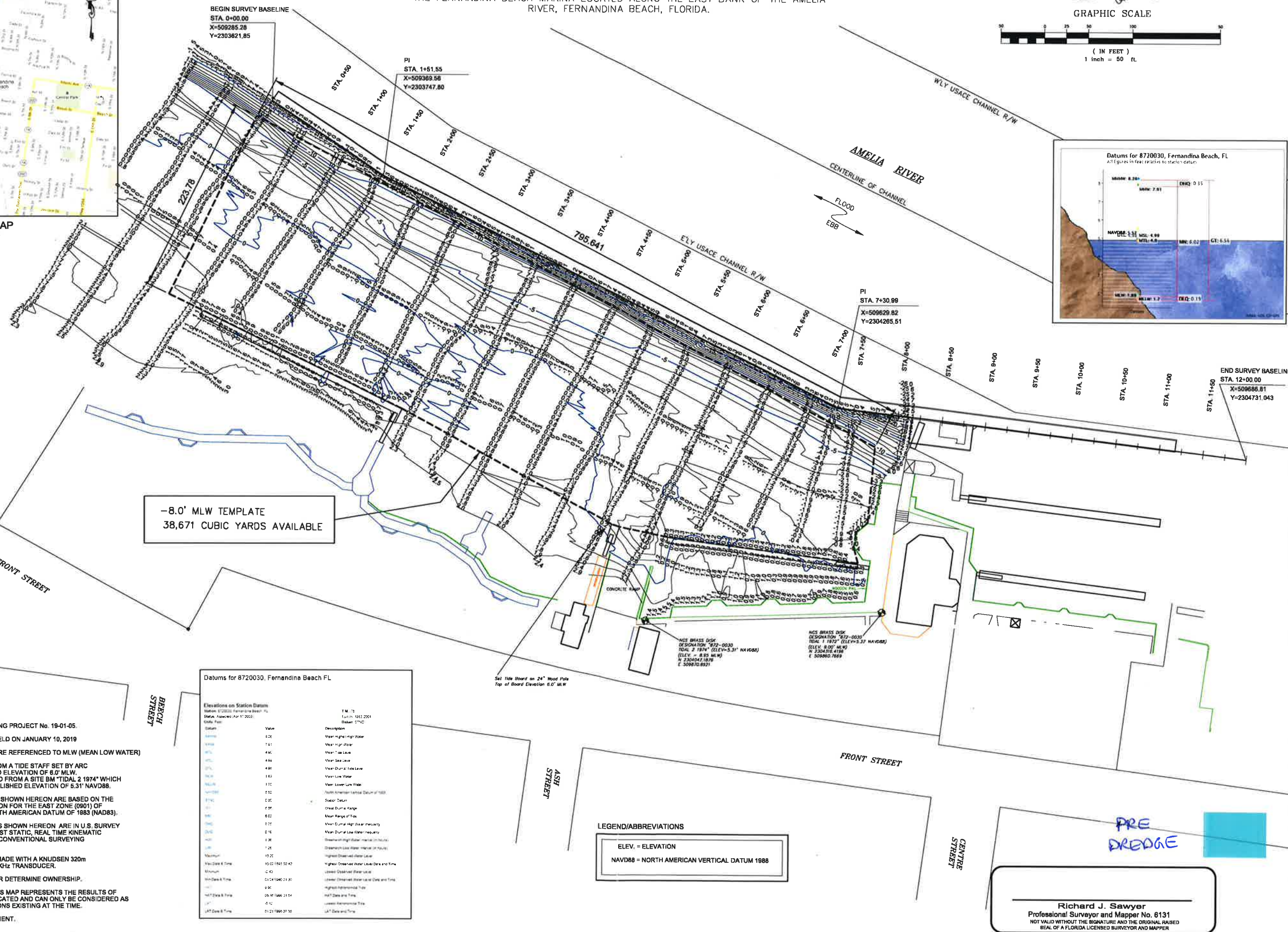
Arc Surveying & Mapping, Inc.
Professional Hydrographers • Surveyors • Mappers
5202 San Juan Avenue
Jacksonville, Florida 32210
904.384.8377



LB No. 6487
Drawn By: DET
Scale: SEE MAP
Plot Date: 01/11/19
Fld Bk / Pg: 11-03/5
ARC Project No.:
18-01-05
SHEET: 1 OF:



VICINITY MAP
NOT TO SCALE



SURVEYORS NOTES:

1. REFER TO ARC SURVEYING & MAPPING PROJECT No. 19-01-05.
2. SURVEY WAS COMPLETED IN THE FIELD ON JANUARY 10, 2019
3. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO MLW (MEAN LOW WATER)
4. TIDAL REDUCTIONS WERE MADE FROM A TIDE STAFF SET BY ARC SURVEYING & MAPPING, HAVING AN ELEVATION OF 6.0' MLW, SAID BENCHMARK WAS REFERENCED FROM A SITE BM "TIDAL 2 1974" WHICH IS A NGS BRASS DISK, HAVING A PUBLISHED ELEVATION OF 6.31' NAVD88.
5. PLANE COORDINATES AND BEARING SHOWN HEREON ARE BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR THE EAST ZONE (0901) OF FLORIDA AND REFERENCED TO NORTH AMERICAN DATUM OF 1883 (NAD83).
6. ALL MEASUREMENTS AND POSITIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND WERE MADE WITH GPS FAST STATIC, REAL TIME KINEMATIC (RTK), DIFFERENTIAL GPS, AND / OR CONVENTIONAL SURVEYING TECHNIQUES.
7. SOUNDING MEASUREMENTS WERE MADE WITH A KNUDSEN 320m SOUNDER CONFIGURED WITH A 200 KHz TRANSDUCER.
8. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
9. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THE TIME.
10. DREDGE TEMPLATE SUPPLIED BY CLIENT.

Datums for 8720030, Fernandina Beach FL		
Elevations on Station Datums		
Station: 8720030, Fernandina Beach, FL		T.M. 7
Data: Associated April 1922		Station: 1412, 209
Units: Feet		Datum: MSLC
Datum	Value	Description
MSL	0.0	Mean High-Low Water
MSL	7.61	Mean High Tide
MFL	4.96	Mean Low Tide
MFL	4.99	Mean Low-Low
MFL	4.98	Mean Durnal Low Tide
MFL	1.83	Mean Low Water
MFL	1.72	Mean Low-Low Water
MSL	5.52	North American Vertical Datum of 1988
MFL	0.05	Snail Tide
MFL	4.98	Great Durnal Range
MFL	6.02	Mean Range of Tide
MFL	0.02	Mean Durnal High Tide Amplitude
MFL	0.16	Mean Durnal Low Tide Amplitude
MFL	1.36	Streambed High Water (mean) (in 1914)
MFL	1.26	Streambed Low Water (mean) (in 1914)
Maximum	15.22	Highest Observed Water Level
Min Date & Time	10/07/1912 02:40	Highest Observed Water Date and Time
Minimum	-0.14	Lowest Observed Water Level
Min Date & Time	01/24/1940 21:30	Lowest Observed Water Date and Time
	0.96	Highest Astronomical Tide
MSL Date & Time	04/18/1966 21:54	MSL Date and Time
MFL	-0.12	Lowest Astronomical Tide
MFL Date & Time	01/21/1969 07:30	MSL Date and Time

Sat Tide Board on 24" Wood Pole
Top of Board Elevation 5.0' MHW

LEGEND/ABBREVIATIONS

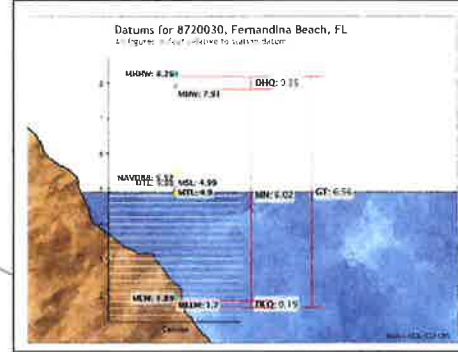
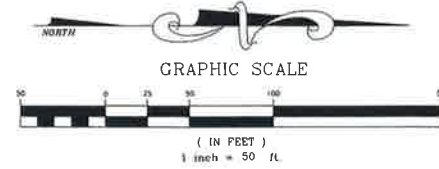
ELEV. = ELEVATION
NAVD88 = NORTH AMERICAN VERTICAL DATUM 1988

Richard J. Sawyer
Professional Surveyor and Mapper No. 6131
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



VICINITY MAP
NOT TO SCALE

MAP SHOWING A HYDROGRAPHIC SURVEY OF: THE FERNANDINA BEACH MARINA LOCATED ALONG THE EAST BANK OF THE AMELIA RIVER, FERNANDINA BEACH, FLORIDA.



BEGIN SURVEY BASELINE
STA. 0+00.00
X=509285.28
Y=2303621.85

PI
STA. 1+51.55
X=509369.56
Y=2303747.80

PI
STA. 7+30.99
X=509629.82
Y=2304265.51

END SURVEY BASELINE
STA. 12+00.00
X=509686.81
Y=2304731.043

Datums for 8720030, Fernandina Beach FL

Station	Elev.	Description
0+00.00	1.26	Water surface elev.
0+10.00	1.26	Water surface elev.
0+20.00	1.26	Water surface elev.
0+30.00	1.26	Water surface elev.
0+40.00	1.26	Water surface elev.
0+50.00	1.26	Water surface elev.
0+60.00	1.26	Water surface elev.
0+70.00	1.26	Water surface elev.
0+80.00	1.26	Water surface elev.
0+90.00	1.26	Water surface elev.
1+00.00	1.26	Water surface elev.
1+10.00	1.26	Water surface elev.
1+20.00	1.26	Water surface elev.
1+30.00	1.26	Water surface elev.
1+40.00	1.26	Water surface elev.
1+50.00	1.26	Water surface elev.
1+60.00	1.26	Water surface elev.
1+70.00	1.26	Water surface elev.
1+80.00	1.26	Water surface elev.
1+90.00	1.26	Water surface elev.
2+00.00	1.26	Water surface elev.
2+10.00	1.26	Water surface elev.
2+20.00	1.26	Water surface elev.
2+30.00	1.26	Water surface elev.
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2+50.00	1.26	Water surface elev.
2+60.00	1.26	Water surface elev.
2+70.00	1.26	Water surface elev.
2+80.00	1.26	Water surface elev.
2+90.00	1.26	Water surface elev.
3+00.00	1.26	Water surface elev.
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3+80.00	1.26	Water surface elev.
3+90.00	1.26	Water surface elev.
4+00.00	1.26	Water surface elev.
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4+90.00	1.26	Water surface elev.
5+00.00	1.26	Water surface elev.
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5+80.00	1.26	Water surface elev.
5+90.00	1.26	Water surface elev.
6+00.00	1.26	Water surface elev.
6+10.00	1.26	Water surface elev.
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6+80.00	1.26	Water surface elev.
6+90.00	1.26	Water surface elev.
7+00.00	1.26	Water surface elev.
7+10.00	1.26	Water surface elev.
7+20.00	1.26	Water surface elev.
7+30.00	1.26	Water surface elev.
7+40.00	1.26	Water surface elev.
7+50.00	1.26	Water surface elev.
7+60.00	1.26	Water surface elev.
7+70.00	1.26	Water surface elev.
7+80.00	1.26	Water surface elev.
7+90.00	1.26	Water surface elev.
8+00.00	1.26	Water surface elev.
8+10.00	1.26	Water surface elev.
8+20.00	1.26	Water surface elev.
8+30.00	1.26	Water surface elev.
8+40.00	1.26	Water surface elev.
8+50.00	1.26	Water surface elev.
8+60.00	1.26	Water surface elev.
8+70.00	1.26	Water surface elev.
8+80.00	1.26	Water surface elev.
8+90.00	1.26	Water surface elev.
9+00.00	1.26	Water surface elev.
9+10.00	1.26	Water surface elev.
9+20.00	1.26	Water surface elev.
9+30.00	1.26	Water surface elev.
9+40.00	1.26	Water surface elev.
9+50.00	1.26	Water surface elev.
9+60.00	1.26	Water surface elev.
9+70.00	1.26	Water surface elev.
9+80.00	1.26	Water surface elev.
9+90.00	1.26	Water surface elev.
10+00.00	1.26	Water surface elev.
10+10.00	1.26	Water surface elev.
10+20.00	1.26	Water surface elev.
10+30.00	1.26	Water surface elev.
10+40.00	1.26	Water surface elev.
10+50.00	1.26	Water surface elev.
10+60.00	1.26	Water surface elev.
10+70.00	1.26	Water surface elev.
10+80.00	1.26	Water surface elev.
10+90.00	1.26	Water surface elev.
11+00.00	1.26	Water surface elev.
11+10.00	1.26	Water surface elev.
11+20.00	1.26	Water surface elev.
11+30.00	1.26	Water surface elev.
11+40.00	1.26	Water surface elev.
11+50.00	1.26	Water surface elev.
11+60.00	1.26	Water surface elev.
11+70.00	1.26	Water surface elev.
11+80.00	1.26	Water surface elev.
11+90.00	1.26	Water surface elev.
12+00.00	1.26	Water surface elev.

LEGEND/ABBREVIATIONS
ELEV. = ELEVATION
NAVD88 = NORTH AMERICAN VERTICAL DATUM 1988
%S = ELEVATIONS ABOVE -8' IN RED

Richard J. Sawyer
Professional Surveyor and Mapper No. 6131
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

- SURVEYORS NOTES:
- REFER TO ARC SURVEYING & MAPPING PROJECT No. 19-01-05.
 - SURVEY WAS COMPLETED IN THE FIELD ON JUNE 25, 2019.
 - ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO MLW (MEAN LOW WATER).
 - TIDAL REDUCTIONS WERE MADE FROM A TIDE STAFF SET BY ARC SURVEYING & MAPPING, HAVING AN ELEVATION OF 6.0' MLW. SAID BENCHMARK WAS REFERENCED FROM A SITE BM "TIDAL 2 1974" WHICH IS A NGS BRASS DISK, HAVING A PUBLISHED ELEVATION OF 5.31' NAVD88.
 - PLANE COORDINATES SHOWN HEREON ARE BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR THE EAST ZONE (0301) OF FLORIDA AND REFERENCED TO NORTH AMERICAN DATUM OF 1983 (NAVD83).
 - ALL MEASUREMENTS AND POSITIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND WERE MADE WITH GPS FAST STATIC, REAL TIME KINEMATIC (RTK), DIFFERENTIAL GPS, AND / OR CONVENTIONAL SURVEYING TECHNIQUES.
 - SOUNDING MEASUREMENTS WERE MADE WITH A KNUDSEN 320m SOUNDER CONFIGURED WITH A 200 KHz TRANSDUCER.
 - THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
 - THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THE TIME.
 - DREDGE TEMPLATE SUPPLIED BY CLIENT.

DATE	BY	REVISION
08/02/19	DET	COLORED RED, DEPTHS 8' AND ABOVE

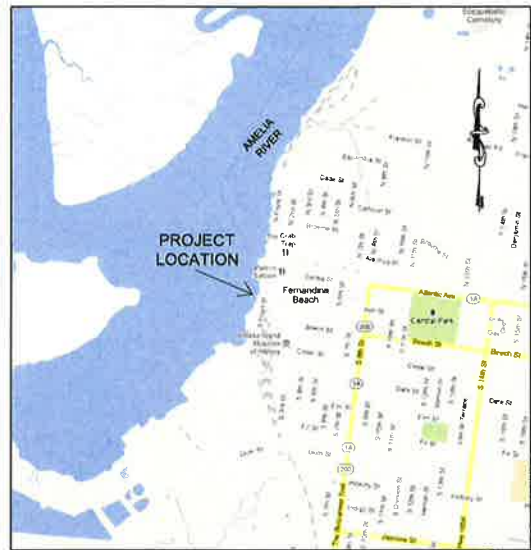
Project Title:
Fernandina Marina, FL
Hydrographic Condition Survey

Prepared For:
Brance Diversified
14664 Diamond Ranch Lane
Jacksonville, FL 32234

Arc Surveying & Mapping, Inc.
Professional Hydrographers • Surveyors • Mappers
5202 San Juan Avenue
Jacksonville, FL 32210
904.384.8377



LSB No. 6487
Drawn By: D. TRABITS
Scale: SEE MAP
Plot Date: 08/02/19
Checked By: P. SAWYER
Fid Bk / Pg: NA
ARC Project No.:
19-01-05
SHEET: 1 OF: 1



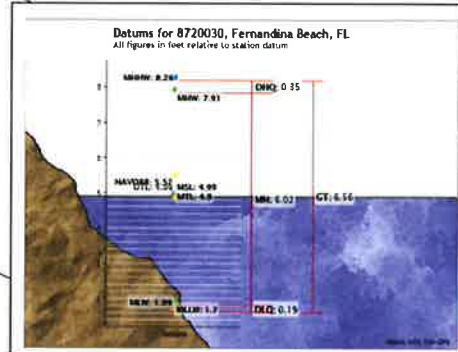
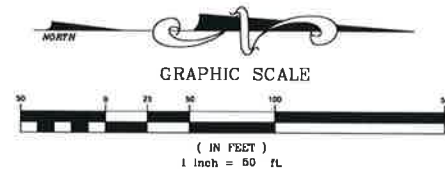
VICINITY MAP
NOT TO SCALE

LEGEND/ABBREVIATIONS

- ELEV. = ELEVATION
- NAVD88 = NORTH AMERICAN VERTICAL DATUM 1988
- = ELEVATIONS ABOVE 6' IN RED

MAP SHOWING A HYDROGRAPHIC SURVEY OF:

THE FERNANDINA BEACH MARINA LOCATED ALONG THE EAST BANK OF THE AMELIA RIVER, FERNANDINA BEACH, FLORIDA.



BEGIN SURVEY BASELINE
STA 0+00.00
X=509285.28
Y=2303621.85

PI
STA 1+51.55
X=509369.56
Y=2303747.80

PI
STA 7+30.99
X=509629.82
Y=2304255.51

END SURVEY BASELINE
STA 12+00.00
X=509688.81
Y=2304731.043

SURVEYORS NOTES:

- REFER TO ARC SURVEYING & MAPPING PROJECT No. 19-01-05.
- SURVEY WAS COMPLETED IN THE FIELD ON AUGUST 27, 2019.
- ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO MLW (MEAN LOW WATER).
- TIDAL REDUCTIONS WERE MADE FROM A TIDE STAFF SET BY ARC SURVEYING & MAPPING, HAVING AN ELEVATION OF 6.0' MLW. SAID BENCHMARK WAS REFERENCED FROM A SITE BM "TIDAL 2 1974" WHICH IS A NGS BRASS DISK, HAVING A PUBLISHED ELEVATION OF 6.31' NAVD88.
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- SOUNDING MEASUREMENTS WERE MADE WITH A KNUDSEN 320m SOUNDER CONFIGURED WITH A 200 KHz TRANSDUCER.
- THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
- THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THE TIME.
- DREDGE TEMPLATE SUPPLIED BY CLIENT.

Datums for 8720030, Fernandina Beach FL

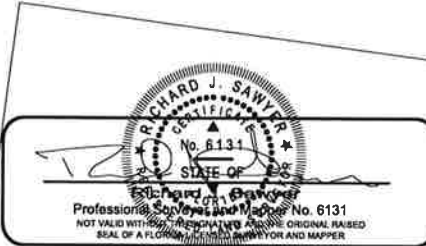
Units	Value	Description
Mean High-High Water	8.25	
Mean High Water	7.81	
Mean Tide Level	7.99	
Mean Sea Level	7.99	
Mean Dune Top Level	7.99	
Mean Low Water	6.07	
Mean Lower-Low Water	6.16	
North American Vertical Datum of 1983	6.31	
Station Datum	0.00	
Channel Range	0.15	
Mean Range of Tide	0.22	
Mean Dune High Water Frequency	0.25	
Mean Dune Low Water Frequency	0.10	
Channel High Water Interval (in hours)	1.35	
Channel Low Water Interval (in hours)	1.35	
Highest Observed Water Level	11.75	
Highest Observed Water Level Date and Time	08/28/2019 02:40	
Lowest Observed Water Level	-2.40	
Lowest Observed Water Level Date and Time	01/24/2020 01:30	
Highest Astronomical Tide	8.88	
HAT Date and Time	08/16/2019 01:54	
Lowest Astronomical Tide	-3.10	
LAT Date and Time	01/24/2020 01:30	

VOLUME CALCULATIONS

Hydrographic Pre (January 10, 2019) to Post Survey (June 25 and August 27, 2019) within design limits to top of slope and no template

Total Material removed utilizing Mass Volume: 47,568 cubic yards

NOTE: Mass Volume quantities include material removed below template



DATE	BY	REVISION
08/02/19	DET	COLORED RED. DEPTHS -8' AND ABOVE

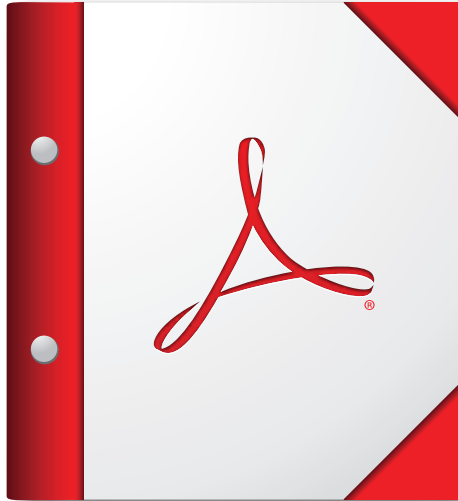
Project Title:
Fernandina Marina, FL
Hydrographic Condition Survey

Prepared For:
Brance Diversified
14664 Diamond Ranch Lane
Jacksonville, FL 32234

Arc Surveying & Mapping, Inc.
Professional Hydrographers • Surveyors • Mappers
5202 San Juan Avenue
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904.384.6377

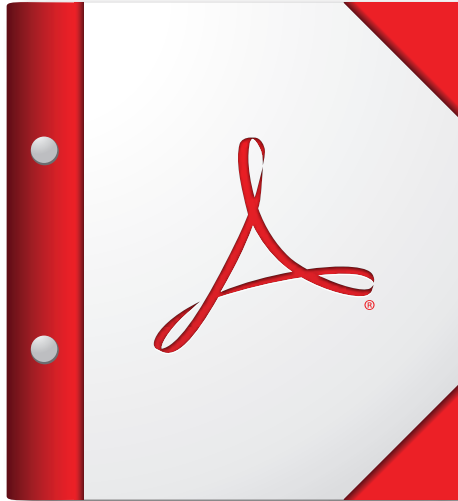


LB No. 6487
Drawn By: M. SAWYER
Scale: SEE MAP
Plot Date: 08/28/19
Checked By: R. SAWYER
Flid Bk / Pg: NA
ARC Project No.:
19-01-05
SHEET: 1 OF: 1



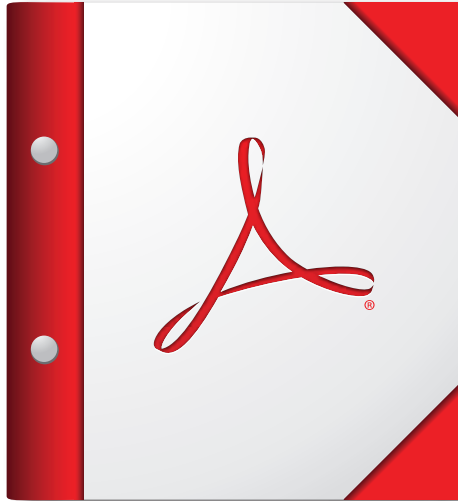
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DEPARTMENT OF THE ARMY NOTIFICATION OF PUBLICATION OF PUBLIC NOTICE

Date: October 20, 2020

File Number: SAJ-1997-02063 (SP-TMM)

Dear Sir or Madam:

You are receiving this notification because your name was provided to the US Army Corps of Engineers as a property owner who might have interest in work being proposed on property adjoining yours. A Public Notice for the proposed work has been published on the internet at the following web address:

<http://www.saj.usace.army.mil/Missions/Regulatory/PublicNotices.aspx>

Please be aware this web address is case sensitive and should be entered as it appears above. The Public Notice was published on October 19, 2020. In order to view the notice, access the web page provided, left click on the following file number to open the Public Notice – SAJ-1997-02063.

If you would like to provide comments or if you have any questions regarding the proposed activity, please follow the directions included in the Public Notice. If you are unable to access the internet site provided, you may contact the assigned project manager, Terri Mashour, by email at Terri.M.Mashour@usace.army.mil or by telephone at 904-570-4512 to have a copy of the Public Notice e-mailed or mailed to you. If you must leave a voice-mail message or if you send an email, please identify the project file number.

Sincerely,

MASHOUR.TERRI.
MARIE.1557668493

Digitally signed by
MASHOUR.TERRI.MARIE.15576
68493
Date: 2020.10.20 06:17:08 -04'00'

For Shawn H. Zinszer
Chief, Regulatory Division

MARINA SERVICE MANAGEMENT AGREEMENT

THIS MARINA SERVICE MANAGEMENT AGREEMENT (“Agreement”) is effective on or about December 1, 2020 (the “Effective Date”) and is by and between Oasis Marina, LLC, a Maryland limited liability company (“Oasis Marina”), with offices located at 125 West Street Suite 201 Annapolis, MD 21401 and City of Fernandina Beach, a Florida municipal corporation (“City”), with offices located at 204 Ash Street Fernandina Beach, Florida 32034. City and Oasis Marina are collectively known as the “Parties” or singularly as a “Party”.

RECITAL

WHEREAS, City owns the property described on Exhibit B (the “Marina” or the “Property”);

WHEREAS, Oasis Marina is in the business of providing professional marina and hospitality managed labor services;

WHEREAS, the City desires to engage Oasis Marina to provide such professional marina and hospitality managed labor services as are described in greater detail on Exhibit A (the “Services”) at the Property; and

WHEREAS, Oasis Marina is willing to provide the Services at the Property and City is willing to accept and pay for the Services, subject to the terms and conditions set forth in this Agreement, Exhibit A, City RFP # 2020-02 and Oasis Marina’s proposal in response to RFP # 2020-02;

NOW, THEREFORE, in consideration of the promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree and covenant as follows:

1. **Documents Comprising Contract:** The contract includes this Agreement, the Exhibits “A” and “B”, as well as the following documents which are incorporated herein by reference:
 - a. The City of Fernandina Beach Request for Proposal “RFP” (RFP #2020-02), its Exhibits and Attachments issued on March 10, 2020, and all of its addenda;
 - b. Oasis’s proposal, including its Certificate of Insurance as required by the RFP and other required documents;

- c. Exhibits:
 - i. Marina (Tax Free) Debt Service schedule
 - ii. Marina (Taxable) Debt Service schedule
 - iii. Marina Operating Area
 - iv. Submerged Land Lease
- d. Attachments:
 - i. Current leases in Marina Operations Area
 - 1. Centre Street Restaurant Group
 - 2. Atlantic Seafood
 - 3. Amelia Island Charter Fishing Boar Association (month-to-month)
 - 4. Amelia Island Cruises
 - ii. Florida Inland Navigation District (FIND)
 - iii. Boating Infrastructure Grant Program (BIGP)
 - iv. Applicable City policies
 - 1. Purchasing Policies and Procedures
 - 2. Budget Policy
 - 3. City Sign Code
 - 4. Mooring Field Grant
 - 5. City Human Relations Ordinance
 - v. City 2020-21 Pro Forma Marina Budget

If there is a conflict between the terms of this Agreement and the above-referenced documents then the conflict will be resolved as follows: the terms of this Agreement will supersede over other documents, and the terms of the remaining documents will be given preference in their above-listed order.

2. **Appointment:** City grants Oasis Marina the exclusive right to provide the Services at the Property; provided, however, that City shall have the right in its sole discretion to provide or permit others to provide additional services to serve the improvements in the Property. Oasis Marina shall provide the Services during the Term of this Agreement as defined below in accordance with the policies, standards and procedures established by and in accordance with the terms and conditions hereinafter set forth.
3. **Term:** The term of this Agreement (“Term”) commences on its Effective Date and continues through the date that is five (5) years from the Effective Date, unless it is sooner terminated pursuant to Section 4 below or extended pursuant to this Section 3. Notwithstanding anything to the contrary herein contained, this Agreement will continue upon the expiration of the Term from year to year unless either Party gives written notice to the other at least one hundred and twenty (120) days prior to the end of the then existing Term that it elects not to continue the Agreement beyond the then existing Term. For purposes of this Agreement, the term “Term” includes not only the original Term but each and every extended one-year term identified in this Section 3.

4. **Termination for Cause:** The Agreement will remain in full force and effect until the expiration of the Term unless it is terminated as a result of the default of a Party as described in the next paragraph. In the event of a termination of the Agreement or upon the expiration of the Term, Oasis Marina agrees to take any and all actions requested by the City in order to facilitate an orderly termination of the management of the Property to a successor operator.

Either Party may terminate this Agreement in the event of a default by the other Party. In the event that either Party breaches this Agreement, the non-breaching Party may notify the breaching Party in writing of such breach with sufficient detail in explanation and demand that the breach be cured within thirty (30) days after such written notice. In the event the breach is not cured within such thirty (30) daytime period, the non-breaching Party may immediately terminate this Agreement with written notice to the breaching Party.

5. **Service Standards:** Oasis Marina will provide the Services to the Property in a first-class professional manner in accordance with customary industry standards for guests, patrons and visitors of the Property (collectively "Patrons"). Oasis Marina acknowledges that the operation of the Services on a first class professional basis customary within the industry is an essential element in the successful operation of the Property, and agrees that the Services will be performed in a manner which will enhance the operation of the Property.

In furtherance of the foregoing, Oasis Marina will manage, direct, supervise, promote and operate the Services at the Property and will perform all necessary and customary duties in connection therewith in conformity with good commercial practices that are customary within the industry. Oasis Marina will provide courteous, efficient, and prompt service to the Patrons. Without limiting the foregoing, Oasis Marina agrees to observe and comply with, and cause its employees to observe and comply with, all written rules and regulations adopted from time to time by the City with respect to the provision of the Services hereunder at the Property, provided they are communicated in advance to Oasis Marina.

- a. **Renting of Marina Slips and Space.** Oasis will use its reasonable discretion to establish the terms and conditions of occupancy of boat slips and linear space on the attenuators in the Marina. Oasis will set the rates for the boat slip rentals and linear feet space rentals based on commercially fair and marketable rates. The form of rental agreement(s) will be reviewed and approved by the City Attorney of which will not be unreasonably withheld.
- b. **Legal Actions.** Oasis will cause to be instituted, on behalf and in the name of the City, any and all legal actions or proceedings Oasis deems necessary or advisable to collect charges with the advice and consent of the City, rent or other income due to City with respect to the Marina or to oust or dispossess tenants or other persons unlawfully in possession under any lease, license, concession agreement or otherwise, and to collect damages for breach thereof or default thereunder by such tenant, licensee, concessionaire or occupant. The costs of all such legal actions or proceedings will be borne by City. Oasis will also assist the City in the defense of any and all actions and proceedings brought by tenants, suppliers, vendors and

similar persons relating to the Marina and City will be responsible for satisfying and paying the costs of defending all such claims to the extent not covered by insurance. Oasis will provide notice to City of any and all actions or proceedings instituted by, on behalf of, or against the City.

6. **Assignment, Subcontracting, Corporation Acquisitions and/or Mergers:** Oasis performs the contract services. No assignment or subcontract is allowed without prior written consent of the City in the event of a corporate acquisition and/or merger. Oasis must provide a written notice to the City within thirty (30) calendar days of any intent to assign or subcontract. In the event of an assignment of the contract to a wholly owned subsidiary of Oasis, the City's written consent will not be unreasonably withheld.
7. **Personnel and Staffing:** Employees of Oasis Marina will provide the Services at the Marina. Oasis Marina will recruit, employ, train, and properly supervise all employees necessary for the smooth and efficient operation of the Services pursuant to this Agreement and in a manner that is customary within the industry. All personnel employed by Oasis Marina at the Property will at all times and for all purposes be solely in the employment of Oasis Marina. All matters pertaining to the employment, supervision, compensation, and discharge of such employees are and will be the responsibility of Oasis Marina.

Oasis Marina will provide minimum staffing levels at the Property as mutually agreed upon by the Parties. Additional staff will be provided for marina events and similar events as necessary to provide for the fluctuations in business and the number of Patrons at the Property, as mutually agreed upon by the City and Oasis Marina prior to any such event. All employees of Oasis Marina, when on the premises of the Property, will conduct themselves in a manner consistent with the standards, quality and image of the Property. The City may for legitimate reasons require Oasis Marina to remove from employment at the Property such employees of Oasis Marina as the City reasonably deems incompetent, careless or otherwise objectionable, or whose continued employment is contrary to the City's best interest provided, however, that no such request for removal violates or has the potential to violate any applicable federal, state or local law, rule, regulation or court decision.

Oasis must employ a qualified, full-time, on-site manager ("Marina Manager") having experience in the management of a marina of the type on the Property who must be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the Services and to accept serviceable notices provided for herein. The on-site Marina Manager must be part of Oasis Marina as full-time personnel, and the Marina Budget must include the costs of the on-site Marina Manager. The cost of Oasis personnel who supervise, or otherwise participate in the management, administration and operation of the Property, but also do other work for Oasis and/or other marinas managed by Oasis, will be covered by the Management Administration Fee paid by the City to Oasis. These persons include Oasis personnel responsible for: (i) the direct supervision of on-site personnel; (ii) training of on-site and supervisory managers; (iii) the coordination and supervision of routine repairs and maintenance at the Marina; (iv) supervision of the procedures relating to eviction of

delinquent tenants and sale of delinquent tenants' property; (v) overseeing inventory and supplies of the type used by the Marina; (vi) marketing; (vii) administering the payroll for on-site employees, including the administration, withholding and payment of applicable compensation coverage on behalf of and for the account of City; and (viii) accounting and other services relating to the operation and administration of the Marina. City understands and acknowledges that some or all of such persons may be simultaneously engaged by and/or for the account of City and by and/or for other marinas managed by Oasis, some of whom may (i) be affiliates of Oasis and (ii) compete with City. Oasis will shall not be separately reimbursed for the time of its executive officers devoted to City's affairs or for the other overhead expenses of Oasis.

Oasis employees in contact with the public must perform their duties in an efficient and courteous manner. Oasis must insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Oasis must provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement. The City will designate a single point of contact that will liaison on behalf of the city with Oasis Marina for all operational matters.

During the Term of this Agreement and for a period of one (1) year after the Agreement's termination for any reason whatsoever, City may not, hire, or attempt to hire in any capacity, any of Oasis Marina's employees, whether or not they worked at the Property during the Term of this Agreement, without the prior written consent of Oasis Marina. Oasis will assess a one-time retention fee to the City should Oasis and the City mutually agree the City can keep these positions post-Oasis Marina's tenure. Marina Manager or above, \$25,000 per person. Assistant Marina Manager and supervisors \$10,000 per person.

8. **Non-Discrimination:** Oasis Marina affirms that it is an equal opportunity employer and will comply with all applicable laws and regulations prohibiting employment discrimination in the performance of this Agreement, including without limitation the City of Fernandina Beach Human Relations Ordinance 2019-10.

Oasis does covenant and agree that:

- a. No person on the grounds of race, color, religion, national origin, sexual orientation, gender identity or expression, marital status, familial status, age, veteran status (except dishonorable discharge, bad conduct discharge and other than honorable discharge), residency within or without the City or disability can be excluded from participating in or be denied the benefits of or be otherwise subjected to discrimination in the use of the Marina except for bona fide cause allowed by law.
- b. The construction of any improvements on over such land or in the furnishing of services thereon. Oasis must use the Property in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non-discrimination under programs receiving federal assistance through the City of health, education and welfare-effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the

above non-discrimination covenants, the City has the right to terminate the Agreement and this Agreement will be null and void. Oasis must not discriminate against City employees or applicants for employment in the performance of the contract with respect to hiring, tenure terms, conditions or privileges of employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national original or ancestry.

9. **Licenses and Permits:** Oasis Marina will comply with and observe all applicable federal, state and local laws and regulations. Oasis Marina will procure all licenses and permits required to provide the Services (the costs of which are referred to as "License Fees"), except for any applicable marina facility licenses which are the responsibility of City.
10. **Office and Miscellaneous:** The City will provide at the Property at no additional cost and expense to Oasis Marina: (i) administrative office space adequate in size to accommodate Oasis Marina's Marina Manager, one personal computer, and the short term storage of daily revenue reports, and other related business records; (ii) a house telephone with voice message capability for use by Oasis Marina's Marina Manager (to be paid by Oasis Marina and considered part of Operating Expenses); (iii) High speed internet access for Oasis Marina's personal computer either through the Marina's LAN or a direct phone line (to be paid by Oasis Marina and considered part of Operating Expenses); and a High Speed Internet line for Oasis Marina's systems (to be paid by Oasis Marina and considered part of Operating Expenses).
11. **Programs and Name:** City will (i) cooperate with Oasis Marina in order to facilitate the scheduling of the Services; and (ii) name Oasis Marina in the Property's guest services directories when applicable.

Oasis Marina may not display or post any lettering, signs, or postings that fall outside of Oasis Marina's Brand Standard in or about the Property, nor may Oasis Marina modify any physical aspect of the Property in any way without the prior approval of the City. Oasis Marina may not use the name, trademark or trade style belonging to the Property or the City for any purpose whatsoever, except as necessary to perform the Services and Marketing under this Agreement and unless provided by written agreement between the Parties or otherwise authorized by the City.

The City agrees to allow Oasis Marina use of logos or other marks relating to the Property that Oasis Marina may use in promotional and advertising materials such as brochures, websites, newsletters, and signage (including electronic versions thereof) concerning Oasis Marina's Services being provided at the Property. The City may authorize use of the City seal or City logo by Oasis through approval of an ordinance of the City Commission.

City agrees the Property's website and other digital footprints will be imported into the Oasis Marina Brand Standards and wire frames.

12. **Condition of the Marina:** Oasis will inspect the Property in its entirety and assume operations in an "as is" condition. Oasis Marina represents and warrants to City that thereafter

and throughout the Term of this Agreement that it is exclusively responsible for cleaning and maintaining the Property and its affiliated areas by performing the tasks detailed in Section C (i) of Exhibit A. Notwithstanding anything to the contrary herein contained, City is solely responsible for ensuring that the Property is and will remain in compliance with all applicable federal, state and local laws, codes, rules and regulations in effect from time to time, including but not limited to the Americans With Disabilities Act and any and all building, health and environmental laws, codes rules and regulations. As provided in Exhibit A, costs incurred by Oasis Marina in complying with its obligations in this Section 12 are an Operating Expense, and the costs incurred by City in complying with its obligations in this Section 12 are an Operating Expense and a City-Paid Expense under this Agreement.

13. Security: The provision of security services for the Property is not included in the Services, and is the sole responsibility of the City. At no time or under any circumstances will Oasis Marina's employees provide security services on behalf of the City. The foregoing responsibility of the City does not diminish or otherwise modify Oasis Marina's obligations hereunder, including, without limitation, Oasis Marina's obligation to provide the Services in accordance with Section 5 hereof. City acknowledges and agrees that Oasis Marina is not be responsible for providing security services, and agrees that, in the event that Oasis Marina is required to arrange for the provision of security services by a third party, any costs associated with such security services will be deemed an "Operating Expense" and a "City-Paid Expense" under this Agreement pursuant to the terms and conditions set forth in this Section 13; provided, however, that the City has the benefit of being an additional insured as described in Section 14 hereunder.

14. Insurance Coverage:

- a. Oasis Marina must purchase and maintain insurance in accordance with the provisions set forth in this Agreement. Such insurance will be in such form and substance necessary to reasonably and customarily protect Oasis Marina and City from the types of claims which may arise out of or result from Oasis Marina providing the Services. This insurance will be written for not less than the limits of liability specified or as required by law, whichever is the greater. Except for workers' compensation insurance, the City, and such other persons or firms as Oasis Marina and City specify in this Agreement or in a future addendum hereto, will be named as additional insured(s), as their interest may appear, entitling them to recover under such policies for any loss sustained by them, their agents, and employees.
- b. Oasis Marina will provide to the City certificates of insurance evidencing the existence of the insurance coverages and will, upon reasonable request of the City, provide copies of each policy of insurance at the cost and expense of Oasis Marina. Oasis Marina will not cancel or allow the policies detailed below to be otherwise terminated, without providing at least thirty (30) days prior written notice to the City. Oasis Marina will maintain the following insurance coverage without interruption from the date of the commencement of the Services and for the remainder of the Term of the Agreement:
 - i. Oasis Marina will insure Oasis Marina's personal property for its full value, including loss of use, and hereby releases the City from any and all liability for loss of or damage to such personal property, except where such loss or damage is caused by the willful misconduct or gross negligence of City or its employees or agents;
 - ii. Marine General Liability Coverage to include Personal Injury, Completed Operations, Products, Independent Contractor, and Contractual Liability. The liability limit must not be less than \$1,000,000 for each Occurrence or \$2,000,000 Aggregate.
 - iii. Marina Operators Legal Liability Coverage and Protection and Indemnity Coverage, \$1,000,000 combined limit.
 - iv. Worker's Compensation Insurance, including employer's liability, with limits of not less than \$1,000,000 per accident, \$1,000,000 per employee for disease and \$1,000,000 policy limit for disease and all other insurance required by law on all of its employees providing the Services.
 - v. Bumbershoot Excess Liability Coverage with limits of \$5,000,000 per Occurrence and Aggregate and Excess Liability with limits of \$5,000,000 per Occurrence and Aggregate, with such coverage to include Employers' Liability, General Liability and Automobile Liability, as underlying policies.
 - vi. In the sole discretion of the City and for the purpose of obtaining more reasonably priced insurance, the City may ask Oasis, in any given year during the term of this Agreement and any renewal terms, to oversee the

procurement of Commercial Property Insurance on real and personal property owned by the City and essential to the operation of the City Marina, including but not limited to piers, docks, bulkheads and breakwaters.

- c. City must carry worker's compensation insurance for City's own employees and Oasis Marina must carry worker's compensation insurance for Oasis Marina's own employees as set forth in Section 14 (b)(iv) above, in which event the Marina's share of the insurance premium payable in connection therewith must be an "Operating Expense" and an "City-Paid Expense" under this Agreement when applicable.
- d. Oasis Marina must collect and manage the Certificates of Insurance for annual and monthly boat slip contract holders, scheduled contractors performing service on the Property, and scheduled contractors performing service to an authorized boat moored at the Property. The Certificates of Insurance will be collected prior to annual or monthly slip rental agreements acceptance and before scheduled contractors begin performing work at the Property, or on property stored at the Property. All Certificates of Insurance must name Oasis Marina and the City as certificate holders: Oasis Marina, LLC., 125 West Street Suite 201 Annapolis, MD 21401.

15. Indemnification:

- a. **General Indemnification.** The parties recognize that Oasis is an independent contractor. Oasis agrees to indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, attorneys, agents and employees from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Oasis, its directors, officers, employees, agents, and representatives; provided however, Oasis has no obligation hereunder to indemnify, defend or hold harmless the City for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the City. Oasis's liability hereunder will include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision in the event the City prevails in such enforcement action. In the event the City does not prevail in its enforcement of this indemnification provision, the City will reimburse Oasis for all reasonable attorney's fees and costs incurred by Oasis to defend such enforcement action. The obligations contained in this provision will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

The City agrees to indemnify, hold harmless, and defend the Oasis, its officers, directors, employees, and agents and representatives from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the City, its commissioners, mayor, officers, employees, agents, and representatives; provided however, the City will have no obligation hereunder to indemnify, defend or hold harmless Oasis for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of Oasis. The City's liability hereunder will include all reasonable attorney's fees and costs incurred by Oasis in the enforcement of this indemnification provision in the event the Oasis prevails in such enforcement action. In the event Oasis does not prevail in its enforcement of this indemnification provision, Oasis will reimburse the City for all reasonable attorney's fees and costs incurred by the City to defend such enforcement action. The obligations contained in this provision will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement or other contract or written instrument between the parties.

Nothing contained in the foregoing indemnification will be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

- b. **Environmental Indemnification.** Oasis is responsible only for the payment of that portion of any cleanup cost for compliance with hazardous materials laws that arise during the term of this Agreement as a result of a discharge of hazardous materials directly attributable to the negligence of a Oasis employee. The City is responsible for all other cleanup costs, including all costs associated with environmental compliance at the Marina, and the City is responsible for insuring that any other responsible party participate in the clean up to the extent of its responsibility for relief. Oasis must indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence of Oasis employees during the term of this Agreement as set forth herein. This section survives the expiration or earlier termination of this Agreement for a period of one (1) year.

16. Property Claims: Oasis Marina will be the primary contact for marina related claims and complaints relating to the Services at the Property for which it is responsible. Oasis Marina understands that the City will, from time to time cause certain marina related claims and complaints received by the Property to be referred immediately to Oasis Marina for consideration. All such marina related claims for damages received by Oasis Marina will be turned over to Oasis Marina's insurance carrier for consideration and handling per the applicable insurance policy. Nothing in this Section 16 will obligate either Party or its insurance carrier to pay a claim for which that Party or that Party's insurance carrier is not liable. In addition, nothing in this Section 16 will authorize a Party or its insurance carrier to settle a claim on behalf of the other Party. Nothing in this Section 16 will limit Section 13.

Oasis Marina understands that from time to time the City will settle a Patron's claim for damage which has not resulted from negligence or misconduct of Oasis Marina or Oasis Marina's employees in consideration of guest relations. The City is solely responsible for the costs associated with the settlement of such guest relations claims for which Oasis Marina is not legally liable. Accordingly, the Owner will process and pay such claims separately as a City-Paid Expense.

17. Repairs and Capital Improvements:

- a. **Repairs and Maintenance.** Oasis Marina will perform such maintenance or repairs at the Property, or cause such maintenance or repairs to be performed in accordance with Section C of Exhibit A, and as otherwise necessary for the effective performance of the Services. Such repairs and maintenance will be performed in accordance with the standards specified in this Agreement and in accordance with the City-approved operating budget. Oasis Marina will keep detailed records of all alterations, maintenance, repairs and other work performed at the Property. The cost of any alterations, maintenance or repairs are considered Operating Expenses.
- b. **Capital Improvements.** Oasis Marina must obtain written approval of City prior to incurring any expenses associated with capital improvements at any of the Property. The plans and specifications for any such capital improvements must be submitted to City for approval unless otherwise specified in writing by City. The cost of any approved expense related to capital improvements will not be considered Operating Expenses.
- c. **City's Ownership of Improvements.** Upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Property in such a manner as to become part of the freehold whether or not by the expense of Oasis, will become and remain a part of and be surrendered with the Property. Any furniture, furnishings, equipment or other articles of moveable personal property owned by Oasis and located on the Property will be and remain the property of Oasis and may be removed by it at any time during the term of this Agreement so long as Oasis is not in default of any obligations under this Agreement and the same has not become part of the freehold and so long as such do not materially affect Oasis' ability to use such premises and conduct its business as provided herein.

18. Survival: Any provision of this Agreement, which by its context or nature is intended to survive the Term or any other termination of this Agreement with or without fault prior to the expiration of the Term will survive the expiration of the Term or any such other termination. Without limiting the generality of the foregoing, the provisions of this Agreement that the Parties hereto expressly agree and covenant to survive the expiration of the Term or the termination of this Agreement for any reason whatsoever, with or without fault by either Party, prior to the expiration of the Term will be (i) any and all obligations to provide an accounting from either Party to the other; (ii) any and all obligations to pay any and all sums of money that are due and owing as of the date thereof; and, (iii) any and all obligations by either Party to the other to defend, indemnify and hold harmless.

19. Notices: Any notice or communication required or permitted hereunder must be given in writing, sent by (i) personal delivery to the undersigned signatory Parties or expedited delivery service with proof of delivery (provided that such delivery is confirmed by the

courier delivery service); (ii) depositing same in the United States mail by either certified or registered mail with postage prepaid and return receipt requested; or (iii) Email if confirmed by regular mail or expedited delivery service to the location set forth in Exhibit A to this Agreement.

If notice is tendered pursuant to the provisions of this Agreement and is refused by the intended recipient thereof, the notice will nevertheless be considered to have been given and be effective as of three (3) business days after it is sent. . The contrary notwithstanding, any notice given to a Party in a manner other than that provided in this Agreement, which is actually received by the Party, will be effective with respect to the Party on receipt of the notice.

- 20. Fiscal Non-Funding:** In the event that sufficient budgeted funds are not available for any new fiscal period, the City will notify Oasis of such occurrence and this Agreement will terminate on the last day of the then current fiscal period without expense or penalty to the City.
- 21. Remedies; Mediation:** Oasis and City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, will first be subject to mediation by mutually agreed upon mediator before any lawsuit is filed. If mediation results in impasse. Each party has full remedies available under existing laws, including but not limited to, the Uniform Commercial Code, mediation, state courts of Nassau County, Florida and federal courts of Middle District of Florida.
- 22. Force Majeure:** If either Party to this Agreement is unable to perform its obligations under this Agreement as a result of either (i) weather; (ii) acts of God; (iii) strikes or other labor disputes; (iv) acts of terrorism or civil disturbance; (v) vendor delays;(vi) pandemic, or (vii) any other event or condition that occurs which is beyond the Party's control that has a significant adverse economic impact on the Party's ability to perform, then such non-performance in each such instance is not be considered a breach of this Agreement.
- 23. Waiver:** No failure of any Party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, constitutes a waiver of any Party's right to demand strict compliance with the terms hereof; provided, however, that any Party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such Party without affecting any of the other provisions of this Agreement. In addition to the foregoing and not in limitation thereof each Party agrees and covenants that the undertaking of any act or the failure to act in any given situation is not be deemed to create a binding obligation on the part of such Party under a subsequent and/or future identical situation to similarly act or fail to act where such act or failure to act is not contractually required of the Party pursuant to the terms and conditions set forth in this Agreement.
- 24. Governing Law/Venue:** This Agreement is governed by and construed and enforced in accordance with the laws of the State of Florida and federal laws, which include federal maritime law when applicable. Any action, suit, or proceeding arising out of, connected

with, or pertaining to this Agreement will be submitted exclusively to the state or federal courts sitting in Florida, and City and Oasis Marina hereby consent to the jurisdiction of such courts and irrevocably waive any objection as to personal jurisdiction, venue, or inconvenient forum. For state court actions, the 4th Judicial Circuit Court in and for Nassau County, Florida is appropriate, and for federal actions, the U.S. District Court for the Middle District of Florida, Jacksonville Division is appropriate.

- 25. Governmental Action:** In the event the federal, state, or local government mandates, through legislative action or otherwise, additional taxes, insurances, employee benefits, minimum wage increases, licensing or permitting requirements, or any other significant change adding Operating Expense, which increases Oasis Marina's cost of providing the Services, the Parties will, in good faith, renegotiate the financial terms of this Agreement to address the increased costs of providing the Services. In the event the Parties are unable to mutually agree upon revised financial terms within twenty (20) days, Oasis Marina may terminate this Agreement, without penalty, by giving the City ten (10) days' prior written notice.
- 26. Construction, Renovation or Similar Activity:** In the event the Marina undergoes construction, renovation, or any other similar activity which significantly decreases Marina Revenue (as defined herein), the Parties will, in good faith, renegotiate the financial terms of this Agreement in order to address the reduction in Marina Revenue. The renegotiated financial terms will be effective as of the first day of construction, renovation, or similar activity. In the event the Parties are unable to mutually agree upon revised financial terms within twenty (20) days, Oasis Marina may terminate this Agreement, without penalty, by giving City ten (10) days' written notice.
- 27. Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions remain in full force and effect to the extent that the remaining provisions are not impossible to perform or result in significant financial hardship for either of the parties. The court will modify any invalid provision to make it valid to the fullest extent permitted by law.
- 28. Relationship of the Parties:** Oasis Marina and the City expressly acknowledge and agree that this Agreement is not intended to create, nor does it create, any agency, partnership, employer/employee, joint venture or other relationship by and between Oasis Marina and the City. Neither Oasis Marina nor City will have or exercise any authority, express, implied or apparent, to act on behalf of or as an agent of the other Party for any purpose, and may not take any action which might tend to create an apparent employer/employee, joint venture, partnership, or agency relationship between Oasis Marina and the City. Oasis Marina and the City are, and will remain, unrelated and distinctly separate entities responsible for their separate obligations and liabilities. Oasis acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating thereto as either may be amended from time to time. Failure to comply with the above provisions will be considered a material breach and will be grounds for immediate termination of the contract at the discretion of the City.

- 29. Entire Agreement, Exhibits and Amendments:** This Agreement and any exhibits, schedules or other attachments hereto (which are incorporated by reference herein and are part of this Agreement) contain the entire agreement of the Parties and supersede any and all other agreements, discussions or understandings concerning the Property listed in Exhibit B. This Agreement may only be modified by a written instrument signed by all of the Parties. Unless the context clearly requires otherwise: (i) all Article and Section references in any exhibit, schedule or other attachment hereto refer to the foregoing corresponding Articles and Sections of this Agreement, and (ii) all capitalized terms in any exhibit, schedule or other attachment hereto has the meanings ascribed to them in this Agreement. The Recitals are hereby included as substantive provisions of this Agreement.
- 30. Time is of the Essence:** Time is of the essence in every particular of this Agreement including without limitation the obligations for the payment of all monies due hereunder.
- 31. Counterparts:** This Agreement and any amendments thereto, if any, may be executed in any number of counterparts, each of which is deemed to be an original but all of which together constitute one and the same document. To facilitate execution of this Agreement and any amendments thereto, the Parties may execute and exchange by email copies of this Agreement and any amendments thereto and all such copies will be deemed to be originals.
- 32. Audit and Public Records:** City reserves the right to audit Oasis records relevant to this Agreement and pursuant to City policy. Furthermore, pursuant to Section 119.0701, Florida Statutes, Oasis must: (i) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes (“Public Records”), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (ii) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (iii) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (iv) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Oasis within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Oasis does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.
- 33. Sales Tax:** Oasis shall pay the prevailing State of Florida sales and use tax for any amounts payable under this Agreement. Sales tax is not considered an Operating Expense under this Agreement since the City is tax exempt.

- 34. Attorneys' Fees:** If it is necessary for either party hereto to engage attorneys to institute legal action for the purpose of enforcing its rights hereunder or for the purpose of defending legal action brought by the other party hereto, the party or parties prevailing in such litigation is entitled to receive all costs, expenses and fees (including reasonable attorneys' fees) incurred by it in such litigation (including appeals).
- 35. Other Marinas:** City acknowledges that Oasis is in the business of managing marinas both for its own account and for others. It is hereby expressly agreed that Oasis and its affiliates may continue to engage in such activities, may manage facilities other than those presently managed by it so long as the facilities are not in direct or indirect competition with City. Oasis agrees not to manage or lease any other facility within five (5) nautical miles of the City's marina without the express written consent of the City Manager and City Attorney.
- 36. Tax-Exempt Bonds.** In the event that the City loses its tax-exempt status on the existing municipal improvements due to the terms of this Agreement, either Party may terminate this Agreement upon providing 30 days prior written notice.
- 37. Collections.** Oasis must analyze and direct the collection and billing of all accounts receivable due to the City with respect to the Marina and must be responsible for establishing policies and procedures to minimize the amount of bad debts.
- 38. Shared Expenses.** The parties acknowledge that certain economies may be achieved with respect to certain expenses to be incurred on behalf of City hereunder if materials, supplies, insurance or services are purchased by Oasis in quantity for use not only in connection with the Marina but in connection with other marinas managed by Oasis or its affiliates. Oasis may, with the advice and consent of the City, purchase such materials, supplies, insurance or services in its own name and charge City a pro rata share of the cost; provided, however, that the pro rata cost of such purchase to City must not result in expenses greater than would otherwise be incurred at competitive prices and on terms available in the area where the Marina is located or the service is rendered; and, provided further, Oasis must provide a copy of the financial records to the City upon request and must make records available to the City at Oasis' corporate headquarters office at all reasonable times after reasonable notice to Oasis so City may review any such expenses incurred.
- 39. Reporting Requirements.** Oasis must submit a monthly written report to the City Manager including but not limited to:
- a. Occupancy (both numbers and dollars), historical comparison;
 - b. Fuel sales (both numbers and dollars), historical comparison;
 - c. Marketing and promotions;
 - d. Non-routine expenses;
 - e. Capital improvements status report;
 - f. Insurance claims;
 - g. Litigation; and
 - h. Safety and environmental incidents.

41. Current Marina Debt. Both parties recognize that there is existing current marina debt.

- a. **Current Bonds.** The City previously issued tax-exempt debt in the amount of \$6.4 million to finance various improvements to the Marina. The debt service schedules are attached to this Agreement as **Exhibit 1.**
- b. **Conversion of Tax-Exempt Debt to Taxable Debt for "Private Activity" Use.** The City has outstanding indebtedness relating to marina improvements as set forth in **Exhibit 2.** Notes were issued in 2016, 2018 and 2019 to banks bearing interest at tax-exempt rates because under federal income tax law, the City qualified for the tax exemption as the owner and operator of the Marina.
- c. Oasis agrees to cooperate with the City to maintain this tax exemption, thus avoiding estimated maximum present value of the additional interest cost to the City of \$1,082,745.60. The City must provide notice to Oasis, and an opportunity to cooperate with the City, as to the measures that may be necessary to protect the tax-exempt status of the debt financing.

42. Festivals and Special Events. The City hosts a number of festivals and special events: primarily, the Shrimp Festival on the first weekend in May, the Kingfish fishing tournament in June, July 4th fireworks show and New Years' Eve Shrimp Drop and fireworks show. Frequently these events draw boaters and fill marina slips. Some festivals and special events might have some impact on the Marina operations, and Oasis will cooperate with the City and designated festival committees in planning activities to support the Marina.

43. Mechanic's Liens. Oasis will not permit any mechanic's lien or liens to be placed on the Property or on improvements to it. If a mechanic's lien is filed on the Property or on improvements on it, Oasis will promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to Oasis, the City may, at its option, pay the lien or any, portion of it without inquiring into its validity. Any amounts the City pays to remove a mechanics lien caused by Oasis to be filed against the Property or against improvements on the Property, including expenses and interest, are due from Oasis to the City and must be repaid to the City immediately upon rendition of notice together with interest of ten percent (10%) annually until fully paid. The City's interest in the Property is not subject to mechanic's liens for improvements made, or contracted for, by Oasis. Oasis must give written notification to all contractors making any improvements on the Property of the provisions of this Agreement.

44. Signage. Oasis must abide by the City's Sign Code, Ch. 5 of the City's Land Development Code. Any changes to exterior signage must meet applicable codes, ordinances, and HDC and CRA district guidelines.

45. Condemnation.

- a. **Total Condemnation.** If during the term of this Agreement or any extension or renewal of this Agreement, all of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Agreement will terminate, and the payments will be abated during the unexpired portion of this Agreement effective as of the date the condemning authority takes the said Area.
 - b. **Partial Condemnation.** If less than all, but more than ten percent (10%) of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Agreement by giving written notice to the other party within sixty (60) days. If the said area is partly condemned and neither party elects to terminate this Agreement or if less than ten percent (10%) of the said area is condemned, this Agreement will not terminate, but the payments to be made will be adjusted equitably during the unexpired portion of this Agreement.
 - c. **Condemnation Award.** The City will receive the entire award from any condemnation, and Oasis will have no claim to that award or for the value of any unexpired term of this Agreement.
46. **Hurricane Preparedness.** Oasis must follow the City's emergency operations plans and any hurricane evacuation plans.
47. **Rights Reserved to the City.** All rights not specifically granted to Oasis by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.
48. **Lien.** The City will have a lien upon all personal property of Oasis to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.
49. **Submerged Land Lease.** A submerged land lease between the City and the State of Florida is attached hereto as **Exhibit 5**. Oasis agrees to operate the Property in such a fashion as to not violate such submerged land lease.
50. **Compliance with City's Internal Control Processes.** Oasis agrees to comply with the City's procurement policies and procedures, budget policies and other policies which are attached hereto as **Attachment 4**.

51. City's Mooring Fields. The City owns and maintains 20 Helix[®] system moorings located across from the Marina on the west side Atlantic intercoastal waterway as part of the Property. The City is currently operating this mooring field within the jurisdiction of the City which is coming into compliance with Florida's law. The City will continue to regulate this issue of mooring fields and may revise its ordinances as appropriate. In addition, the City retains the right to expand its mooring fields to additional areas and will notify Oasis of any action taken in this regard. The City's Mooring Fields are part of the Property and are subject to the management, maintenance, operating and insurance provisions as set forth herein.

52. Budget. Oasis agrees, to the extent reasonable and feasible, to operate the Marina in accordance with the approved budget. Oasis must annually, beginning with the fiscal year 2020-2021, develop a proposed budget, in conjunction with the City's budget preparation process, which will be reviewed and approved by the City Manager and City Commission. The annual budget submittal must include, but not be limited to, all of the proposed revenue sources and expenditures for the Marina. The proposed revenue projection must include detailed written justification to support the proposed sources and projections. Oasis in proposing the annual expenditure budget must include, but not be limited to, the following:

- a. **Personnel Costs.** An organizational chart listing all of the full and part-time positions that Oasis is proposing, their positions with titles, number in each position, proposed pay ranges, and payroll taxes and benefits (PTEB) per Section F(ii) of Exhibit A.
- b. **Marketing and Promotion Costs.** Oasis must provide a comprehensive marketing and promotion budget which will list the proposed specific expenditures to support the proposed plan.
- c. **Proposed Capital Improvement and Repair Maintenance Plan.** Oasis must develop a proposed detailed Capital Improvement and Repair Maintenance Plan that specifically describes each proposed expenditure, activity, justification or need for activity, and the estimated cost.
- d. **City's Operating Expense.** Oasis must provide a detailed list and projected cost for each expenditure.

IN WITNESS WHEREOF, each person executing this Agreement represents and warrants that such person is authorized to do so by the entity and/or Party on whose behalf such person is executing this Agreement for and which binds the entity and/or Party to the terms of this Agreement. The Parties hereto have executed this Agreement as of the Effective Date first above written.

CITY:

ATTEST:

Caroline Best, City Clerk

CITY OF FERNANDINA BEACH, FLORIDA:

By: _____
Mr. Dale L. Martin, City Manager
Date: _____

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach, City Attorney

OASIS MARINA:

ATTEST:

OASIS MARINA, LLC

By:

By: _____
Daniel Cowens, CEO/Founder
Date: _____

EXHIBIT A

EXHIBIT A to Marina Services Management Agreement effective on or about December 1, 2020 (“Effective Date”) by and between Oasis Marina, LLC, a Maryland limited liability company (“Oasis Marina”) and City of Fernandina Beach, LLC, a Florida company (“City”), with offices located at 204 Ash Street Fernandina Beach, Florida 32034.

THIS EXHIBIT IS ATTACHED TO AND IS AN IMPORTANT PART OF THE CAPTIONED MARINA SERVICES MANAGEMENT AGREEMENT. ANY CONFLICTS OR INCONSISTENCIES BETWEEN THE MARINA SERVICES MANAGEMENT AGREEMENT AND THIS EXHIBIT MUST BE CONSTRUED IN FAVOR OF THIS EXHIBIT A. CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN MUST HAVE THE MEANING GIVEN TO THEM IN THE MARINA SERVICE MANAGEMENT AGREEMENT.

- A. Description of the Service Areas:** The City must provide for Oasis Marina’s use, space that is adequate in size and configuration, from which to carry out the Services.
- B. Property Areas and Slips:** Oasis Marina will manage and maintain, as applicable, the wet slips, mooring field, pump out boat/station, boat ramp, fuel dock and fuel operations, everything over water except the buildings, office, grounds, and areas within the Property, as applicable, further described on Exhibit B.
- C. Description of the Services:** For purposes of the Agreement, Oasis Marina will provide the Services described herein, in certain cases through Oasis Marina employees as further described herein.

- (i) Oasis Marina's duties include those typically associated with the management operations **management** of a public commercial marina, including without limitation, collection of revenues, general housekeeping, non-capital repairs, cleaning and sweeping of debris, trash removal, snow and ice removal, maintenance of light fixtures, maintenance of directional and informational signs and markings, maintenance of electrical, mechanical, fuel operations, fire suppression and marina equipment systems, payment of all applicable sales Taxes assessed on marina and Revenue and License Fees in a timely manner (subject to E(iv)), and purchase of supplies and equipment for use on the Property, but specifically excluding capital expenditures.
- (ii) Oasis Marina will not be responsible for capital expenditures or structural repairs or improvements, unless the need for such repairs was caused by the negligence of Oasis Marina or Oasis Marina's failure to maintain the Property as described above, in which event Oasis Marina will promptly make such repairs at Oasis Marina's sole cost and expense. In the event Oasis Marina becomes aware of any condition indicating a need for structural maintenance or repairs of a preventative nature, Oasis Marina will promptly notify City in writing or by e-mail.
- (iii) Oasis Marina may not make any alterations, modifications or repairs to a Property without first obtaining the written approval of the City, which approval will not be unreasonably withheld by City.
- (iv) Oasis Marina will be responsible for procuring any equipment that accepts payment transactions (e.g., POS hand-held terminals, etc.).
- (v) Oasis Marina covenants that all of its employees will provide professional hospitality in an attentive, friendly and efficient manner at all times to all Patrons.
- (vi) The Services to be provided include:
 - a. *Daily Operations*: Oasis Marina will be responsible for customer service and daily operations that are customary in the marina industry.
 - b. *Cleaning & Maintenance*: Oasis Marina will be responsible for management routine maintenance of the Properties as described in C (i), above. Oasis may be utilized for additional cleaning, repairs and maintenance matters.
 - c. *Claims Processing & Resolution*: Oasis Marina will process, resolve and settle all marina-related claims within Oasis Marina's deductible. All claims in excess of the deductible will be processed by Oasis Marina's insurance carrier.
 - d. *Signs*: Oasis Marina will provide signs that promote the Services and clearly display any applicable rates to the Patrons.
 - e. *Security or Shuttle Driver Services*: Oasis Marina's scope of service does not include security or shuttle driver services. At no time or under any circumstances will Oasis

Marina provide security services, or operate shuttle or commercial vehicles on behalf of the City or Property.

- f. *Payment Card Industry (PCI) Security Standards Compliance Obligations:* Oasis Marina will be responsible for ensuring its internet based payment system is and remains compliant with applicable PCI Security Standards related to Payment Card Industry-Data Security Standards (“PCI-DSS”) throughout the Term of this Agreement, including any costs or maintenance obligations associated therewith. In the event there are changes to PCI Security Standards, including PCI-DSS during the Term of this Agreement which have a significant financial or operational impact on Oasis Marina’s aforesaid PCI Security Standards related to PCI-DSS obligations, the Parties will renegotiate the financial terms of this Agreement. In the event the Parties are unable to mutually agree upon revised financial terms within twenty (20) days, Either party will be able to terminate the Agreement, without penalty, upon ten (10) days’ written notice. All of Oasis Marina’s PCI Security Standards obligations will immediately terminate upon expiration or termination of this Agreement.
- g. *Payment Collection Equipment:* Notwithstanding Oasis Marina’s Property Management System (PMS) equipment maintenance obligations hereunder, Oasis Marina’s will procure payment collection marina equipment on behalf of the City. The City is jointly responsible for ensuring that any payment collection marina equipment and associated data collection and transmission network systems, is and remains compliant with any applicable PCI Security Standards, including PCI-DSS and Payment Applications-Data Security Standards (“PA-DSS”) throughout the Term of this Agreement, including any costs and maintenance obligations therewith. Further, in the event that associated or tangential marina equipment becomes obsolete due to changes in PCI Security Standards, the costs associated with replacing or upgrading said equipment is the sole responsibility of the City. All costs associated with the City’s PCI Security Standards obligations will be a City-Paid Expense.
- h. *Modification of Scope of Services:* At any time during the Term of this Agreement, the Parties may, by mutual written agreement, modify the scope of the Services. If such modification causes an increase or decrease in labor or Operating Expenses, then the Parties will negotiate an equitable adjustment to the financial provisions of this Agreement.

D. Employees: The Services will be provided seven days per week as follows or as otherwise mutually agreed to by the Parties by the following Employees of Oasis Marina:

- (i) *Marina Manager / Dock Master:* Oasis Marina will provide and designate a Marina Manager to field inquiries and provide overall customer service to Manager and guests. The Marina Manager will attend appropriate staff meetings and event planning meetings, as needed, and meet with Manager in order to coordinate and schedule the Service.

- (ii) *Assistant Marina Manager / Assistant Dock Master:* Oasis Marina may provide and designate an Assistant Marina Manager who will provide Management coverage during off-hours and will have audit responsibilities to reconcile all collected Gross Revenue.
- (iii) *Marina Service Supervisors:* Oasis Marina may assign a Supervisor for each shift that will communicate the daily action plan, daily activities and Property events to all employees working the shift; create a favorable first and last impression for guests; effectively check-in arriving Patrons and check-out departing Patrons; and address Patron concerns.
- (iv) *Marina Service Associate / Dock Hand:* The Marina Service Associate will be responsible for pleasantly greeting all arriving and departing Patrons, assisting Patrons in and out of their slips, assisting Patrons with provisions and packages, providing directions to Property services as well as local attractions and directions for travel.
- (v) *Concierge:* The Concierge will be responsible for accurately collecting and reconciling Marina Revenue while providing pleasant service to all Patrons.

E. Revenue, Taxes, and Minimum Slip Rates:

- (i) “*Gross Revenue*” is defined as all amounts collected by Oasis Marina from Patrons for slip rentals, mooring field rentals and for rented space on the northern and southern attenuators (breakwater docks) but not including Fuel Revenue or rent collected from leases for retail operations such as Centre Street Restaurant Group or Atlantic Seafood.
- (ii) “*Marina Revenue*” is defined as all amounts collected by Oasis Marina and/or City from Patrons for marina services net of any applicable sales taxes.
- (iii) “*Net Operating Income*” is defined as annual Marina Revenue less annual Operating Expenses and annual City Paid Expenses. For the purposes of calculating the Monthly Management Fee, the Monthly Incentive Fee and the City’s share of Net Operating Income, Net Operating Income will be prorated for partial calendar years.
- (iv) “*Rates*” are defined as those published marina rates listed on signs, printed materials, quoted to Patrons, and charged to Patrons. All Rates are exclusive of tax.
- (v) City is tax exempt. Therefore, Oasis is legally responsible for payment to the appropriate government agencies of certain state and local taxes relating to the use and operation of the Properties. Oasis will be responsible for collecting all sales taxes assessed on Marina Revenue, Gross Revenue and License Fees in a timely manner during the term of this Agreement. Documentation of the calculation and submission of the payment will be included in a statement package, to be prepared by Oasis Marina and transmitted to Owner on a monthly basis. Such taxes and fees will be considered an Operating Expense as set forth in this Exhibit A.
- (vi) The City and Oasis Marina will review the posted slip Rates as often as mutually agreed upon by the Parties, and in no case less than annually, and will adjust the Rates accordingly. Neither Party may charge Patrons a higher or lower Rate than mutually agreed upon. City will provide Oasis Marina as working capital in the Operating

Account the sum of one month's operating expenses (the "Minimum Balance") for the balance of the calendar year during the Term, which sum will be maintained in the Operating Account at all times during the Term to cover deficits in the operation of the Properties. Thereafter, the Minimum Balance will be adjusted from time to time upon Oasis Marina's request, provided that in no event will the Minimum Balance exceed an average of the monthly Operating Expenses (including the Management Fees) for the Properties over the previous twelve (12) month period. If the Operating Account falls below the Minimum Balance, City will pay into the applicable Operating Account an amount to cover such shortfall within five (5) days following written notice from Oasis Marina. The City will deposit a monthly escrow amount that is calculated to provide sufficient funds for the payment of property taxes and insurance for the Property, to be applied by Oasis Marina to such expenses as they become due.

- (vii) In the event of any deficiency in the Operating Account below the Minimum Balance, Oasis Marina will promptly (but in any case, within two (2) business days) deliver written notice to the City specifying the amount of such deficiency. In addition, no later than the tenth (10th) day of each month, Oasis Marina will notify the City of the amount of the "Monthly Deposits" (herein defined) for the Operating Account to be made by the last day of such month. The "Monthly Deposit" is (a) an amount equal to one-twelfth (1/12) of the amount of the Annual Budget for the Properties, plus (b) any additional Operating Expenses for the subsequent month not included in the Annual Budget of which Oasis Marina has notified City and that are approved or deemed approved pursuant to the terms of this Agreement, less (c) the anticipated Revenue to be deposited into the Operating Account, if any, plus (d) any amount needed to maintain the applicable Minimum Balance after accounting for all anticipated monthly income and expenses during the subsequent month.

F. Operating Expenses: The City will reimburse Oasis Marina for the reasonable costs and expenses incurred by Oasis Marina on behalf of the City or the Property in the course of providing the Services (including, without limitation, as such Services are described in Section C of this Exhibit A) provided that such costs and expenses are consistent with the City-approved operating budget ("Operating Expenses"). Operating Expenses include but are not limited to the following costs and expenses:

- (i) Wages, salaries, and incentive compensation for Oasis Marina's employees for services performed on behalf of the City.
- (ii) Payroll taxes and employee benefits which include health and life insurance programs, vacation, sick leave, a 401K program and worker's compensation insurance. The payroll taxes and employee benefits will be calculated at thirty-two (32%) of salaries and wages; thereafter, the percentage will be determined during the annual budgeting process.
- (iii) Payroll Processing.
- (iv) The cost of settling claims by Patrons, subject to Sections 15 and 16 of the Agreement.

- (v) Costs associated with Oasis Marina's repair and maintenance obligations as described in Section C of this Exhibit A.
- (vi) All local sales taxes assessed on Marina Revenue and License Fees or such other taxes or fees incurred by Oasis Marina or City related to the Property, other than taxes on Oasis Marina income.
- (vii) Telecommunications and internet service, and website design, build and maintenance.
- (viii) The purchase, maintenance, repair, and replacement of Oasis Marina employee uniforms.
- (ix) Licenses and permits required for the operation of the Properties.
- (x) Any Insurance related to the Properties that Oasis Marina is not required to procure under Section 14.
- (xi) Credit card fees, bank fees, third party fees, and PCI-DSS costs and expenses, related to payment operating system, as applicable. Oasis will package and bill monthly s Property Management System (PMS) that can include but not be limited to Point of Sale (POS) Slip inventory, Parts inventory, Service tickets, Invoicing, Reservations, Online Reservations, Land Storage management, Fuel tracking, Retail inventory and Slip and Camp Ground contracts. The cost will be established annually based on the property needs.
- (xii) Signs, printed materials, office supplies, postage, radios, and other expenses associated with the operation of the Services on behalf of the City.
- (xiii) Support Services Expense will be billed at cost for support services provided by Oasis Marina for recruiting, hiring, training, accounting, marketing.
- (xiv) Other expenses as mutually agreed upon in writing between Owner and Oasis Marina.
- (xv) In addition, the term "Operating Expenses" as used herein will include Property operating expenses paid directly by the City, including, without limitation, electricity, real estate taxes, expenses relating to providing security services, costs and expenses to comply with Owner's PCI Security Standards obligations, if any, water and sewer charges, and the City's share of any property and liability insurance premium if a master policy is purchased by the Owner pursuant to Section 14 of the Agreement ("City-Paid Expenses"). On or about the fifth (5th) day of each month, the City will submit to Oasis Marina a statement for the previous month's City-Paid Expenses. All City-Paid Expenses will be added to Operating Expenses for purposes of determining "Profit" hereunder.

G. Oasis Marina Management Fees: As compensation for the Services provided, Oasis Marina will receive the following fee structure:

(i) **Management Fee Structure:**

- a. *Management Fee:* there will be a Monthly Management Fee of four thousand dollars (\$4,000) per month, invoiced to the City as an Operating Expense monthly.
- b. *Incentive Fee:* Oasis Marina's Performance Incentive Fee will be one and one half percent (1.5%) of Gross Revenue (as defined above), excluding Fuel Revenue. Any partial calendar years will be prorated.

H. INTENTIONALLY OMITTED

I. Complimentary Slips: It is agreed that City may request complimentary, validated or discounted slips for special events, or personnel at the sole discretion of Oasis. Oasis Marina will not bill the City for complimentary, validated or discounted slips. If the amount of lost Marina Revenue attributable to validated, discounted or complimentary slips exceeds two percent (2.0%) of the total monthly value of all Marina Revenue attributable to slips ("Slip Revenue"), the amount of the lost Marina Revenue attributable to complimentary, validated or discounted slips, in excess of two percent (2.0%) of the Slip Revenue, will be added to Marina Revenue prior to calculation and distribution of Net Operating Income.

J. Uniforms: Oasis Marina will be responsible for the purchase, maintenance, replacement, and repair of uniforms for Oasis Marina's employees providing the Services at the Properties. Uniform-related expenses will be considered an Operating Expense.

K. Records and Accounting: City and Oasis Marina will keep full and accurate books and records relating to charges and credits to Marina Revenue and Operating Expenses, and has the right, upon reasonable notice, to inspect the records of the other Party with respect to matters relating to the Agreement.

(i) **Revenue Collection:**

- a. All revenue generated at the Marina will be deposited into a City bank account with Oasis signing authority and access. The revenue will be reconciled by the 5th of each month with the property City.
- b. City may collect the revenue generated by certain tenants or other occupants of the Marina. City agrees to notify Oasis Marina of such tenants and other occupants. This revenue will be classified City collected revenue and reconciled by the 5th of each month.
- c. Oasis Marina will collect Marina Revenue from slip rentals, mooring field rentals, facility rentals, services via marina PMS and deposit these funds into the revenue will be deposited into a City bank account with Oasis signing authority and access.
- d. Oasis Marina and City will develop administrative processes to share revenue information in order to provide accurate and timely monthly reporting and reconciliation.

- (ii) **Monthly Statement:** On or about the tenth (10th) business day of each month, Oasis Marina will submit to the City controller a financial statement with respect to operation of each Property for the month immediately preceding, which shows the following information:
- a. Gross receipts, with a breakdown of receipts from slip rentals, facility rentals, fuel services, office, and other to include all detail that City requests in a format acceptable to City;
 - b. Itemization of Operating Expenses incurred, supported by invoices, tax remittance statements, expense vouchers, and payroll information to include all detail that City requests in a format acceptable to City; and
 - c. Net Operating Income.
- (iii) All receipts and disbursements in connection with Marina operations will be recorded on the City's books using software provided by the City utilizing Oasis personnel or alternate software acceptable by City Comptroller. All receipts will be deposited into the City's bank account. Receipts will be accounted for on the City's books by Oasis personnel or alternate software acceptable by City Comptroller. All purchases for the Marina which fall under the City's area(s) of responsibility and are Operating Expense(s) must be made such that they are in compliance with the City's Purchasing Policy, Procedures and Code. Requests for disbursements will be processed through the City's accounting system or alternate software acceptable by City Comptroller and paid with City's funds. Oasis will have access to the City's accounting system to print and analyze financial data for the Marina on an on-going basis.

In the event of an overall deficiency for the Property, an invoice will be rendered for such deficiency, which will be payable in accordance with the Florida Local Government Prompt Payment Act.

Oasis Marina will maintain all records for a period of five (5) years following termination or expiration of this Agreement. Such records will not include daily reports unless a storage area for them is provided by Owner. The City has the right to audit, at its expense, the records to ensure compliance with this Agreement. If the audit reflects a discrepancy of three percent (3%) or more in what Oasis Marina was required to pay to City under this Agreement, Oasis Marina will pay all reasonable expenses associated with the audit.

L. Certificates of Insurance: Any certificates of insurance must name as certificate holder:

City of Fernandina Beach,
204 Ash Street
Fernandina Beach, Florida 32034

Oasis Marinas LLC
125 West Street
Suite 201
Annapolis, MD 21401

Any certificates of insurance must name as an additional insured:

City of Fernandina Beach,

Oasis Marina LLC

M. Notices: As so referenced in Section 16 of this Agreement, any notices or communication required or permitted hereunder will be submitted to the following Parties:

If to Oasis Marina:

**Oasis Marina, LLC
125 West Street
Suite 201
Annapolis, MD 21401
Attn: Daniel Cowens**

If to City of Fernandina Beach:

**City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Copy: Mr. Dale L. Martin**

EXHIBIT B

MANAGEMENT OF THE PROPERTY

Property Name	Property Address	Management Fee Structure	Incentive Target Threshold
Fernandina Harbor Marina	3 S. Front Street Fernandina Beach, FL 32034	\$4,000 per month	1.5% of Gross Revenue Not including Fuel Revenue

LEASE

THIS LEASE (the “**Lease**”) made this ____ day of _____, 20____, between **the City of Fernandina Beach, Florida**, whose principal address is **204** Ash Street, Fernandina Beach, Florida 32034 (hereinafter referred to as “**Landlord**”), and **Oasis Marina, LLC** a Maryland company whose principal address is 125 West St. Suite 201 Annapolis, MD 21401 (hereinafter referred to as “**Tenant**”).

1. **DEMISED PREMISES.** In consideration of the rents, covenants and Leases hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and the Tenant rents from the Landlord those certain premises, known as the Dock House Retail, now erected and located at One North Front Street, Fernandina Beach, FL 32034, Fernandina Beach, Nassau County, State of Florida, which premises consists of a floor area of approximately six hundred (600) square feet and outdoor space contiguous to the present building. The premises shall be referred to herein as the “**Demised Premises**”. The land upon which the Demised Premises are located is referred to herein as the “**Land**”. This Lease and the rights of the parties set forth herein shall create the relationship of “landlord” and tenant” only between Landlord and Tenant. The exact legal description is set forth on **Exhibit “A”**.

2. **TERM.** The term of this Lease shall continue coterminous with the marina management agreement between the City and Oasis Marina dated ____.

3. **RENT.**

A. Base Rent. For each month under the term of this Lease, Tenant agrees to pay Landlord a Monthly Base Rent for the Demised Premises. The Monthly Base Rent shall be in the amount of 25% of the Monthly Net Retail Sales less cost of goods sold (COG’s). Said Base Rent shall be paid in arrears not later than the 10th day of each and every calendar month during said term. In addition to said Base Rent, Tenant agrees to pay the amount of the rental adjustments as and when hereinafter provided in this Lease. Said rental (including Base Rent, Additional Rent and all other sums payable to Landlord under this Lease) shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America, which shall be legal tender at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

4. **ADDITIONAL RENT.** Taxes. Tenant hereby agrees to pay any and all real property taxes and personal property taxes, sales taxes, charges and assessments which are levied,

assessed upon or imposed by any governmental authority or political subdivision thereof during any calendar year of the term hereof with respect to the Land and all buildings, including the Demised Premises, located thereon.

5. **USE OF DEMISED PREMISES.** Tenant's Business. The Demised Premises shall be used and occupied by Tenant for general retail purposes, including the sale of marina related retail items.

6. **OPTION TO RENEW.** Tenant may elect to extend the term of this Lease, with approval by the Fernandina Beach City Commission, in its sole discretion, which shall not be unreasonably withheld, upon the same covenants and conditions as herein provided. If Tenant shall elect to extend the term of this Lease, it shall do so by giving Landlord written notice at least one hundred eighty (180) days prior to the expiration of the primary term or of the then current extension.

7. **UTILITIES.** Tenant shall be solely responsible for, and shall promptly pay, all charges for use or consumption for water, sewer, telephone, sanitation, heat, gas, electricity or any other utility services.

8. **MAINTENANCE AND REPAIRS.** Tenant Responsibility. Tenant shall at Tenant's sole cost and expense keep and maintain the Demised Premises in good condition and repair; except damage thereto from causes beyond the reasonable control of Tenant. All damage or injury to the Demised Premises caused by the act or negligence of Tenant, its employees, agents or visitors, shall be repaired by Tenant at Tenant's sole cost and expense. Tenant shall upon the expiration or sooner termination of the term hereof surrender the Demised premises to Landlord in the same condition as they existed on the Commencement Date, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Landlord shall have no obligation to alter, remodel, improve, decorate, or paint the Demised Premises or any part thereof, and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Demised Premises, except as specifically herein set forth. Tenant accepts the Demised Property in its "as is" condition.

9. **INDEMNIFICATION.** Tenant agrees to assume liability for and indemnify, hold harmless, and defend the Landlord, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Tenant, its officers, employees, agents, and representatives. Tenant's liability hereunder shall include all attorney's fees and costs incurred by the Landlord in the enforcement of this indemnification provision. This includes claims made by the employees of Tenant against the Landlord and Tenant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Lease and shall not be limited by the amount of any insurance required to be obtained or maintained under this Lease. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of

liability the Landlord may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. **MECHANIC'S LIENS.** Tenant shall have no authority to subject the Demised Premises or the Land, or any part thereof or any interest of Landlord therein, to any mechanic's or other lien. Should any mechanic's or other liens be filed against the Demised Premises or the Land or any part thereof or any interest of Landlord therein, by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord.

11. **INSURANCE.**

A. Tenant Insurance/Property Damage. At all times during the term hereof, Tenant shall maintain in effect policies of property damage insurance covering: (i) all leasehold improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to provisions of Paragraph 13.4-hereof) and in which Tenant may have an insurable interest; and (ii) trade fixtures, merchandise and other personal property from time to time in, on or upon the Demised Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time during the term of this Lease, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under subsection (i) shall be paid to Landlord and the proceeds under subsection (ii) shall be paid to Tenant. Landlord insures the Demised Premises under a blanket property casualty policy in its condition on the effective date of this Lease, less any leasehold improvements that may be made by Tenant after the effective date of this Lease.

B. Tenant Liability Insurance. Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force comprehensive general liability insurance for bodily injury and property damage, adequate to protect Landlord against liability for injury to or death of any person, arising in connection with the construction of improvements on the Demised Premises or use, operation or condition of the Demised Premises. Such insurance at all times shall be in an amount of not less than a combined single limit of One Million and 00/100 Dollars (\$1,000,000.00), insuring against any and all liability of the insured with respect to the Demised Premises or arising out of the use or occupancy thereof.

C. Policy Form. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the State of Florida. Each policy shall name Landlord as an additional insured, as their respective interests may appear, and copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant at least ten (10) days prior to Tenant's occupancy of the Demised Premises. No such policy shall be cancelable or materially altered except after ten (10) days prior written notice to Landlord. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof.

12. **DAMAGE AND RESTORATION.**

A. Tenant's Obligations. In the event the Demised Premises, or any portion thereof, should be damaged or destroyed, Tenant may, at its option reconstruct or restore the Demised Premises after any damage or destruction thereof.

B. Abatement of Rent. During the period commencing with the date of any such damage or destruction which Landlord elects hereunder to repair, reconstruct or restore, and ending with the completion of such repairs, reconstruction or restoration, the Base Rent and Additional Rent shall be proportionately abated in an amount equal to the proportion thereof which the number of square feet of gross floor area in the Demised Premises rendered untenable thereby bears to the total number of square feet of gross floor area in the Demised Premises immediately prior to such damage or destruction. The full amount of said Base Rent and all other charges shall again become payable immediately upon the completion of such work of repair, reconstruction or restoration.

13. **RENOVATION.** Tenant shall have the right to renovate or remodel the current building, subject to approval by Landlord, which shall not be unreasonably withheld. The costs associated with renovation and remodeling shall include the cost of construction, permitting and design, and shall be referred to herein as Renovation Costs. The Renovation Costs shall be subject to City approval.

14. **EMINENT DOMAIN.** If the whole of the Demised Premises shall be taken, or such part thereof, shall be taken as shall substantially interfere with Tenant's use and occupancy of the balance thereof, under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either Tenant or Landlord may terminate this Lease as of the date of such condemnation or as of the date possession is taken by the condemning authority, whichever date occurs later. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and removable by Tenant at the expiration of the term hereof, as provided hereunder or for the interruption of, or damage to Tenant's business or for relocation expenses recoverable against the condemning authority. No temporary taking of a part of the Demised Premises, including parking facilities, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder.

15. **QUIET ENJOYMENT.** Landlord shall not take any action that restricts Tenant's quiet enjoyment of the property, except as provided hereunder. Landlord shall provide adequate access to the property during the term of the Lease including non-exclusive use of existing parking areas. Landlord shall have the right to improve the Demised Premises and surrounding areas, including but not limited to, the parking areas and waterfront property on the Amelia River. Tenant hereby acknowledges and understands that construction activity and/or disruption of Tenant's use and business enterprise on the Demised Premises is likely. No construction activity and/or disruption of Tenant's use and business enterprise on the Demised Premises, including parking facilities, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder, except as approved by the City Commission.

16. **DEFAULT BY TENANT/REMEDIES.**

A. **Defaults.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

1. The vacating or abandonment of the Demised Premises by Tenant.
2. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant.
3. The making by Tenant of any general arrangement or assignment for the benefit of creditors, whereby; (a) Tenant becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (b) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (c), the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect.

B. **Remedies.** In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

1. Terminate Tenant's right to possession of the Demised Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Demised Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Demised Premises; expenses of re-letting, including necessary renovation and alteration of the Demised Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of any leasing commission paid by Landlord applicable to the unexpired term of this Lease.
2. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Demised Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and

remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

3. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Demised Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

17. **DEFAULT BY LANDLORD/REMEDIES/EXCULPATION.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event shall Landlord be deemed in default sooner than thirty (30) days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than such thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and, thereafter, diligently prosecutes the same to completion. Anything in this Lease to the contrary notwithstanding, Landlord shall be liable for any damages resulting from its default under the terms of this Lease.

18. **ASSIGNMENT AND SUBLETTING.** Tenant shall be permitted to assign this Lease or sublet its rights, duties, or obligations hereunder with the prior written consent of Landlord, which consent shall not be unreasonably withheld.

19. **END OF TERM.**

A. At the expiration of this Lease, Tenant shall surrender the Demised Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to Landlord. Before surrendering the Demised Premises, Tenant shall remove all its personal property, trade fixtures, inventory, alterations, additions and decorations, and shall repair any damage caused thereby. Tenant's obligations to perform this provision shall survive the end of the term of this Lease. If Tenant fails to remove its property upon the expiration of this Lease, the said property, at Landlord's option, shall be deemed abandoned and shall become the property of Landlord.

B. If the Demised Premises are not surrendered at the end of the term, then Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Demised Premises, including, without limitation, any claims founded on such delay made by any succeeding occupant of the Demised Premises or any part thereof, and Tenant shall be liable to Landlord for any and all legal expenses, costs, and fees incurred by Landlord in obtaining the possession of the Demised Premises.

20. **HOLDING OVER.** Any holding over after the expiration of this term or upon termination, shall be construed to be a tenancy from month to month and shall otherwise be on the terms herein specified so far as applicable.

21. **NO WAIVER.** Failure of Landlord to insist upon the strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

22. **NOTICES.** Any notice, demand, request or other instrument which may be or required to be given under this Lease shall be delivered in person or sent by United States Certified or Registered Mail, postage prepaid, and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand deliver or three (3) days after depositing such notice in postal receptacles, return receipt requested. Either party may designate such other address as shall be given by written notice.

23. **RECORDING.** Tenant shall record this Lease.

24. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. **PROVISIONS BINDING, ETC.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns and any sale by Landlord of the Land or of the Demised Premises shall be subject to this Lease provided the same is not in default at the time of such sale. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one lessee, they shall all be bound, jointly and severally, by these provisions.

26. **ENTIRE LEASE, ETC.** This Lease and the Exhibits, Riders and/or Addenda if any attached, set forth the entire Lease between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party sought to be charged. Submission of this Lease for examination does not constitute an option for the Demised Premises and becomes effective as a Lease only upon execution and delivery thereof by Landlord to Tenant. It is herewith agreed that this Lease contains no restrictive covenants in favor of Tenant. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

27. **NO PARTNERSHIP.** Nothing contained in this Lease shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-adventurers, partners or co-tenants between Landlord and Tenant; it being the express intention of the parties that they are and shall remain independent contractors one as to the other.

28. **RADON GAS DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. **PUBLIC RECORDS LAW REQUIREMENTS.** Pursuant to Section 119.0701, Florida Statutes, Oasis shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs 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; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Oasis within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Oasis does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

LANDLORD:

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best, City Clerk

Joe Gerrity, City Manager

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

WITNESS:

TENANT:

**OASIS MARINA,
LLC, a Maryland Company**

Witness Signature

By: _____

Name: _____

Print Name of Witness

Title: _____

Exhibit A

DOCKHOUSE & FUEL DOCK

A building and adjacent dock area which is utilized for marina operations, including retail sales, fuel dispensers and outdoor display area that is located upon a floating dock located within the City of Fernandina Beach Marina, more particularly described as:

A portion of the floating dock lying west of and immediately adjacent to the west property line of Water Lot 25, City of Fernandina Beach, Nassau County Florida as shown on the Official Plat of said City as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and re-issued by the Florida Town Improvement Company in 1887 and 1901, said portion of floating dock being approximately 50 feet long by 20 feet wide.

Encumbering 1,000 square foot, more or less.