



**AGENDA
WATERFRONT ADVISORY BOARD
REGULAR MEETING
JUNE 30, 2025
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**
- 4. APPROVAL OF MINUTES**
 - 4.1 June 4, 2025, Regular Meeting Minutes
- 5. OLD BUSINESS**
 - 5.1 Brett's Demolition/Replacement
 - 5.2 Oasis Marina Contract Renewal
- 6. STAFF REPORTS**
 - 6.1 City Staff and Marina Manager Reports
 - 6.2 CRA Property Matrix
- 7. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA**
- 8. BOARD MEMBER REPORTS/COMMENTS**
- 9. NEXT MEETING DATE**
 - 9.1 Monday, July 28, 2025, at 6PM
- 10. 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 Downtown Manager.



**AGENDA
WATERFRONT ADVISORY BOARD REGULAR MEETING
JUNE 4, 2025
5:00 PM
CITY HALL
COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

1. **CALL TO ORDER** – The meeting was called to order at 5:00 PM.

2. **ROLL CALL**

MEMBERS PRESENT

Allen Mills

David Cook, Jr.

Ariel Marinel

Greg Roland

Chris Nickoloff **ABSENT**

Peter Purko

Jenny Schaffer **ABSENT**

Micheal Sharpe

OTHERS PRESENT:

Jacob Platt, Project Coordinator

Jeremiah Glisson, Deputy City Manager

Sarah Campbell, City Manager

Lisa Finkelstein, Downtown Manager

3. **PLEDGE OF ALLEGIANCE**

4. **BOARD BUISNESS**

Board members provided a synopsis of their background in the community.

Ms. Finkelstein updated the Board on the City Commission's vote to make the alternate a voting member.

4.1 **CHAIR & VICE CHAIR**

Member Sharpe nominated Member Schaffer as Chair and Member Nickoloff as Vice-Chair, it was seconded by Member Mills, all voted in favor.

4.2 **MEETING DAY**

Member Mills made a motion to have the meetings on the 4th Monday each month at 6pm, Member Cook

seconded, all voted in favor.

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA.

Scott Moore, Waterfront Lot 7, OHPA, requested the definition of a “Working Waterfront.”

Cheyrl Wilson, 508 Ash Street, had concerns about parking downtown due to development.

Mac Morris, 821 Parkview Place, questioned staff reports.

Paul Lore, 11 S. 7th Street, thanked the marina staff for their support, asked about the agenda and discussed the boat ramp.

Member Sharpe provided an update on boat trailer parking.

6. OASIS MARINA REPORT

Cathy Chapmen, Marina Manager provided an update on marina operations.

6.1 BRETT’S DEMOLITION/REPLACEMENT

Mr. Jeremiah Glisson provided an update on what has been provided by Passero and Associates for the potential Brett’s replacement.

Member Cook asked about the zoning classifications on the waterfront.

Member Mills raised questions about the debris under Brett’s and restoring the water flow.

Beth Anderson, 302 Lighthouse Lane, voiced concern about the City building another restaurant on the waterfront. Member Roland expressed concern about public access.

Mac Morriss, 821 Parkview Place, talked about potential ideas for the Brett’s replacement.

Kevin McCarthy, 1701 Clinch Drive, told the board that 35 business operate out of the marina and the building should be marina related.

Member Sharpe advocated for a waterfront restaurant.

6.2 OASIS MARINA CONTRACT RENEWAL

Mr. Jeremiah Glisson updated the Board on the complexities surrounding the marina operations and the Brett’s demolition.

Member Sharpe questioned why the City would continue to outsource the marina.

Member Mills talked about the loss of fuel revenue over the past years. Suggested that the facility be brought back into the City operations.

Sarah Campbell, City Manager, explained the difference between Oasis employees and City employees,

Member Cook stated that Board didn’t have enough information to make a decision.

7. OLD BUSINESS

7.1 REVIEW OF PRIOR MEETING FROM CRA AND MARINA ADVISORY BOARDS

Ms. Finkelstein reviewed previous meeting minutes.

8. STAFF REPORT

8.1 CRA PROJECT SPREADSHEET REVIEW

Mr. Platt provided a brief update on the spreadsheet to track developments in the CRA. The N. 2nd Street Streetscape plan was also presented to the Board for their feedback.

Mr. Mac Morris, 821 Parkview Place, asked about CRA funding.

8.2 TEMPORARY KIOSK REQUEST

Ms. Finkelstein made the Board aware of a temporary request for an additional kiosk on the waterfront.

8.3 PAID PARKING RFP

Ms. Finkelstein provided a brief update on the status of the RFP for paid parking.

Mr. Mike Lednovich addressed the Board about the agenda packet and the need to included backup materials.

Mr. Mac Morris expressed concern about the number of parking spaces needed for the downtown employees.

Mr. Paul Lore had concerns about the changes paid parking would have on the character of downtown.

Jeff Freese, owner of the cigar bar on Ash Street, raised concerns about long-term transportation planning.

Marisol Triano, 344 Tarpon Street, requested more information on paid parking.

9. MEETING ADJOURNMENT

Meeting adjourned at 6:51 p.m.

Jacob Platt, Recording Secretary

Jenny Schaffer, Chair

CONTRACT DRAWINGS FOR:
CITY OF FERNANDINA BEACH

**FRONT STREET
 FERNANDINA BEACH, FL 32034**

**RIVERFRONT
 IMPROVEMENT
 EXHIBITS**



CITY OF FERNANDINA BEACH
 CITY BID NO. T.B.D.

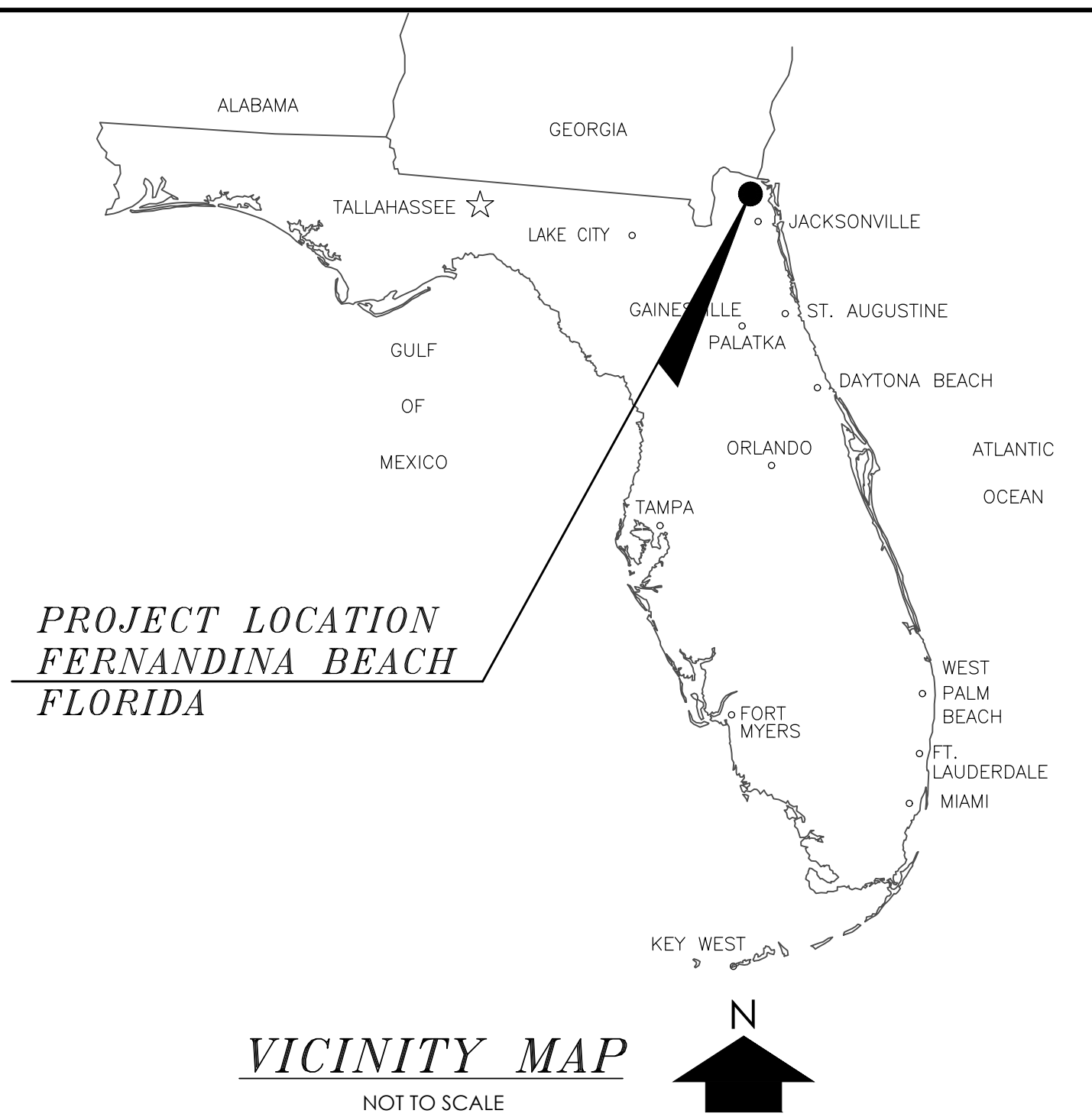
PASSERO ASSOCIATES
 PROJECT NUMBER: 99000074.0115

SHEET INDEX	
Sheet Number	Sheet Title
0	COVER SHEET
1	CAFE DEMOLITION AND UTILITIES RELOCATION
2	ALTERNATE 1 - FLOATING DOCK "A" EXTENSION
3	ALTERNATE 2A - TIMBER PIER EXTENSION (OPTION 1)
4	ALTERNATE 2B - TIMBER PIER EXTENSION (OPTION 2)
5	ALTERNATE 3 - TIMBER PIER EXTENSION (OPTION 2) & TEEPEE PAVILION
6	ALTERNATE 4 - LANDSIDE RESTAURANT WITH FLOATING DOCK "A" EXTENSION
7	ALTERNATE 5 - LANDSIDE RESTAURANT WITH PIER (OPTION 2) & TEEPEE PAVILION
8	AERIAL VIEW OF ALTERNATE 5 FROM MARINA RENDERING
9	RESTAURANT VIEW FROM CITY LOOKING AT MARINA (W/ALT 5) RENDERING

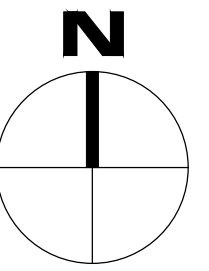
MAY 6, 2025



355 S. Legacy Trail, Suite B-102 (904) 757-6106
 Saint Augustine, FL 32092 Fax: (904) 757-6107
 Certificate of Authorization # 3428



PRESENTATION SET



Prepared For:

THE CITY OF FERNANDINA BEACH

CITY OF FERNANDINA BEACH
NASSAU COUNTY, FLORIDA

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LEONA LEWIS, P.E.
ENGINEER OF RECORD LICENSE
#96938

Client:



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Principal-in-Charge A. HOLESKO
Project Manager C. NARDONE
Civil Engineer L. LEWIS
Designed by J. LUIZ

Revisions

No.	Date	By	Description

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Drawing Title:

CAFE DEMOLITION AND UTILITIES RELOCATION

Project Location:

CITY MARINA

Town/City:
CITY OF FERNANDINA BEACH
County/State:
NASSAU COUNTY, FLORIDA

Project No.

99000047.0115

Drawing No.

1

Date:

MAY 6, 2025

LEGEND

- EXISTING STRUCTURE / BOARDWALK DEMOLITION
- EXISTING UTILITY TRANSMISSION ROUTE
- EXISTING FUEL TANK FILLING STATION
- EXISTING ELECTRIC TRANSFORMER & SERVICE YARD
- EXISTING ELECTRIC TRANSMISSION ROUTE
- PROPOSED SANITARY SERVICE
- PROPOSED WATER SERVICE
- PROPOSED ELECTRIC SERVICE
- PROPOSED FUEL SERVICE
- PROPOSED MULTI-USE UTILITY YARD
- PROPOSED DEMOLITION EXTRACTION / STAGING ROUTE
- PROPOSED FIRE LINE & FDC (FIRE DEPARTMENT CONNECTION)

FLOATING DOCK "B" TO BE COMPLETELY CLOSED DURING BRETT'S DEMOLITION CONTRACTOR TO RECONNECT FIRE LINE AFTER DEMOLITION ACTIVITIES

FLOATING DOCK "A" TO BE COMPLETELY CLOSED DURING BRETT'S DEMOLITION CONTRACTOR TO EXTEND FLOATING DOCK & RECONNECT UTILITIES (INCLUDING GANGWAY) AFTER DEMOLITION ACTIVITIES

FUEL UNDERGROUND STORAGE TANKS TO REMAIN (CONTRACTOR TO REMOVE EXISTING CONNECTION SYSTEM FROM TANKS TO EXISTING DISPENSER SYSTEM)

UTILITIES SHALL BE REMOVED IN THIS AREA PRIOR TO DEMOLITION CONTRACTOR SHALL RE-ESTABLISH UTILITY CONNECTIONS TO THE EXISTING DOCK SYSTEM & MAINTAIN DURING THE CONSTRUCTION PROCESS

FUEL FILLING STATION TO REMAIN

FUEL SERVICE LINES & CONNECTIONS TO BE REMOVED FROM FUEL TANK TO FUEL DISPENSER AFTER COMPLETION OF PROPOSED FUEL SERVICE LINE SWITCHOVER

SANITARY & WATER UTILITIES TO BE REMOVED & CAPPED

FIRE SERVICE LINE & FDC CONNECTION FOR DOCKS "A" & "B" TO BE REMOVED UP TO FLOATING DOCK CONNECTIONS. (CONTRACTOR TO RE-ESTABLISH EXISTING CONNECTIONS AFTER DEMOLITION IS COMPLETE)

ELECTRIC TRANSFORMER / PANEL & GREASE TRAP / OIL SEPARATOR IN SERVICE YARD AREA TO BE REMOVED

PROPOSED FUEL SERVICE LINE & CONNECTIONS FROM FUEL TANKS TO FUEL DISPENSER SYSTEM

FIRE HYDRANT ASSEMBLY TO BE RELOCATED

PROPOSED MULTI-USE ELEVATED CENTRAL JUNCTION UTILITY YARD TO INCLUDE: FUEL, WATER, SANITARY, ELECTRICAL & COMMUNICATIONS (CONTRACTOR TO RE-ESTABLISH EXISTING UTILITY CONNECTIONS)

ALTERNATE FUEL TANK LOCATION AND SERVICE RECONNECTION

PROPOSED WATER SERVICE

PROPOSED ELECTRIC SERVICE

PROPOSED LOADING ZONE

PROPOSED FIRE LINE & FDC SERVICE FOR DOCKS "A" & "B"

CONTINUATION OF PROPOSED FIRE LINE SERVICE

BOARDWALK TO BE REMOVED

FUEL DISPENSER SYSTEM TO REMAIN

MARINA OFFICE AND STATIONARY DOCK TO REMAIN

TYPICAL UTILITY SERVICE CONNECTIONS. (FUEL / ELECTRIC / COMMUNICATIONS WATER / SANITARY)

PROPOSED MULTI-USE UTILITY SERVICE TRANSMISSION ROUTES (FUEL / ELECTRIC / COMMUNICATIONS / WATER / SANITARY)

ELECTRIC / COMMUNICATIONS JUNCTION BOX TO BE REMOVED

ELECTRIC / COMMUNICATION TRANSMISSION ROUTE TO BE REMOVED

BULKHEAD TO BE REMOVED

PROPOSED ±120 L.F. OF FUTURE BULKHEAD TO BE CONSTRUCTED CONCURRENT TO DEMOLITION ACTIVITIES

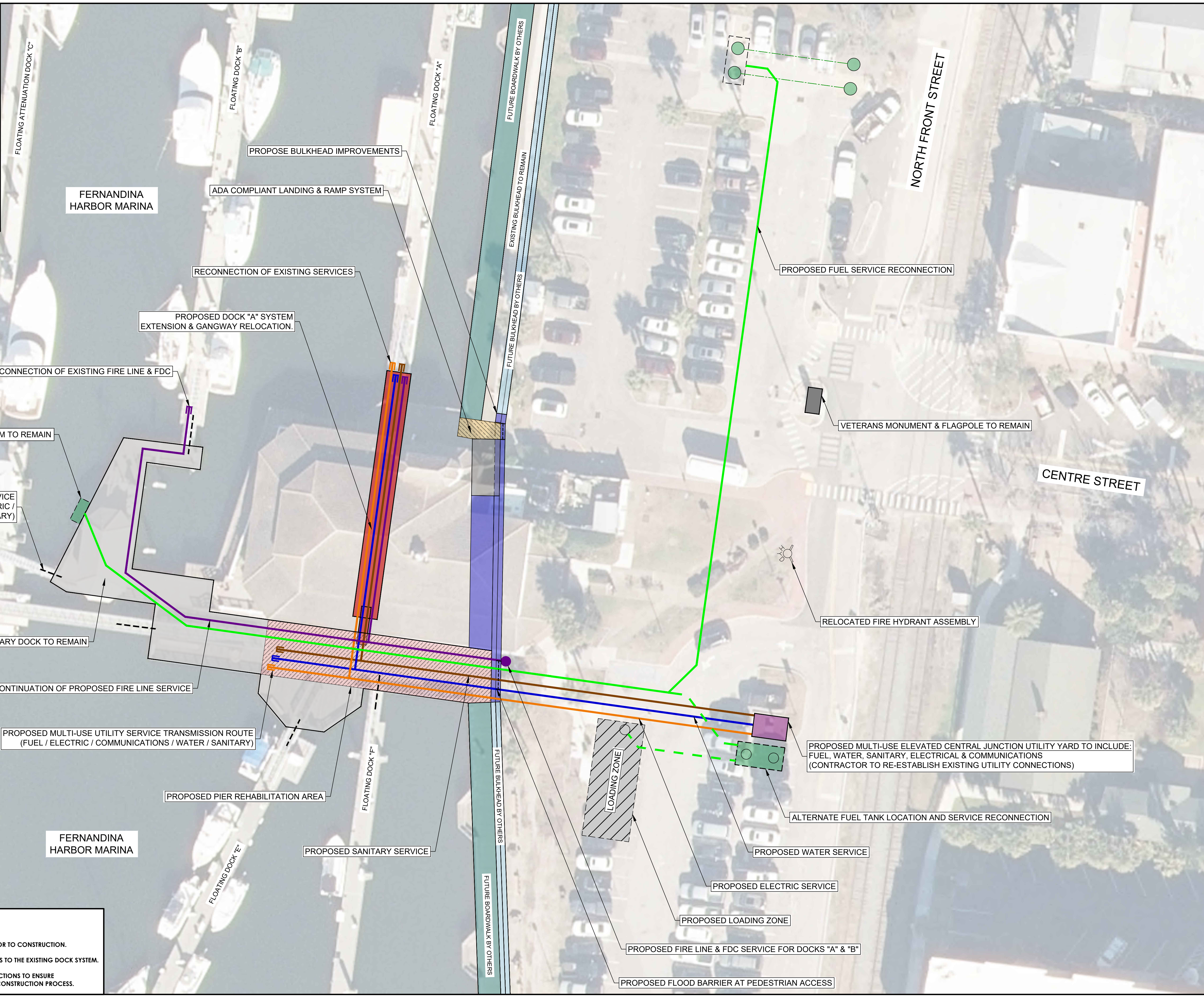
NOTE:

1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO RE-ESTABLISH ALL UTILITY CONNECTIONS TO THE EXISTING DOCK SYSTEM.
3. CONTRACTOR SHALL MAINTAIN EXISTING UTILITY CONNECTIONS TO ENSURE NON-INTERRUPTION OF SERVICE AT ALL TIMES DURING THE CONSTRUCTION PROCESS.

May 6, 2025 (10:28:38 EST)
 P:\PROJECTS\NEW\1089900047 SE - FERNANDINA RIVERFRONT RESTAURANT DEMO\01 - CAD\BIM\MODEL\CIVIL\SITE GEOMETRY PLANNING

LEGEND

- PROPOSED DOCK SYSTEM IMPROVEMENTS
- PROPOSED SANITARY SERVICE
- PROPOSED WATER SERVICE
- PROPOSED ELECTRIC SERVICE
- PROPOSED FUEL SERVICE
- PROPOSED MULTI-USE UTILITY YARD
- PROPOSED BOARDWALK REHABILITATION AREA
- PROPOSED BULKHEAD REHABILITATION AREA
- FUTURE BOARDWALK (BY OTHERS)
- FUTURE BULKHEAD (BY OTHERS)



PASSERO
engineering architecture

0' 10' 20' 40'
SCALE: 1" = 20'

N

Prepared For:
THE CITY OF FERNANDINA BEACH
CITY OF FERNANDINA BEACH
NASSAU COUNTY, FLORIDA

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Principal-in-Charge A. HOLESKO
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Civil Engineer L. LEWIS
Designed by J. LUIZ

Revisions			
No.	Date	By	Description

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Drawing Title:
- ALTERNATE 1 - FLOATING DOCK "A" EXTENSION

Project Location:
CITY MARINA

Town/City:
CITY OF FERNANDINA BEACH
County/State:
NASSAU COUNTY, FLORIDA

Project No.
99000047.0115

Drawing No.
2

Date:
MAY 6, 2025

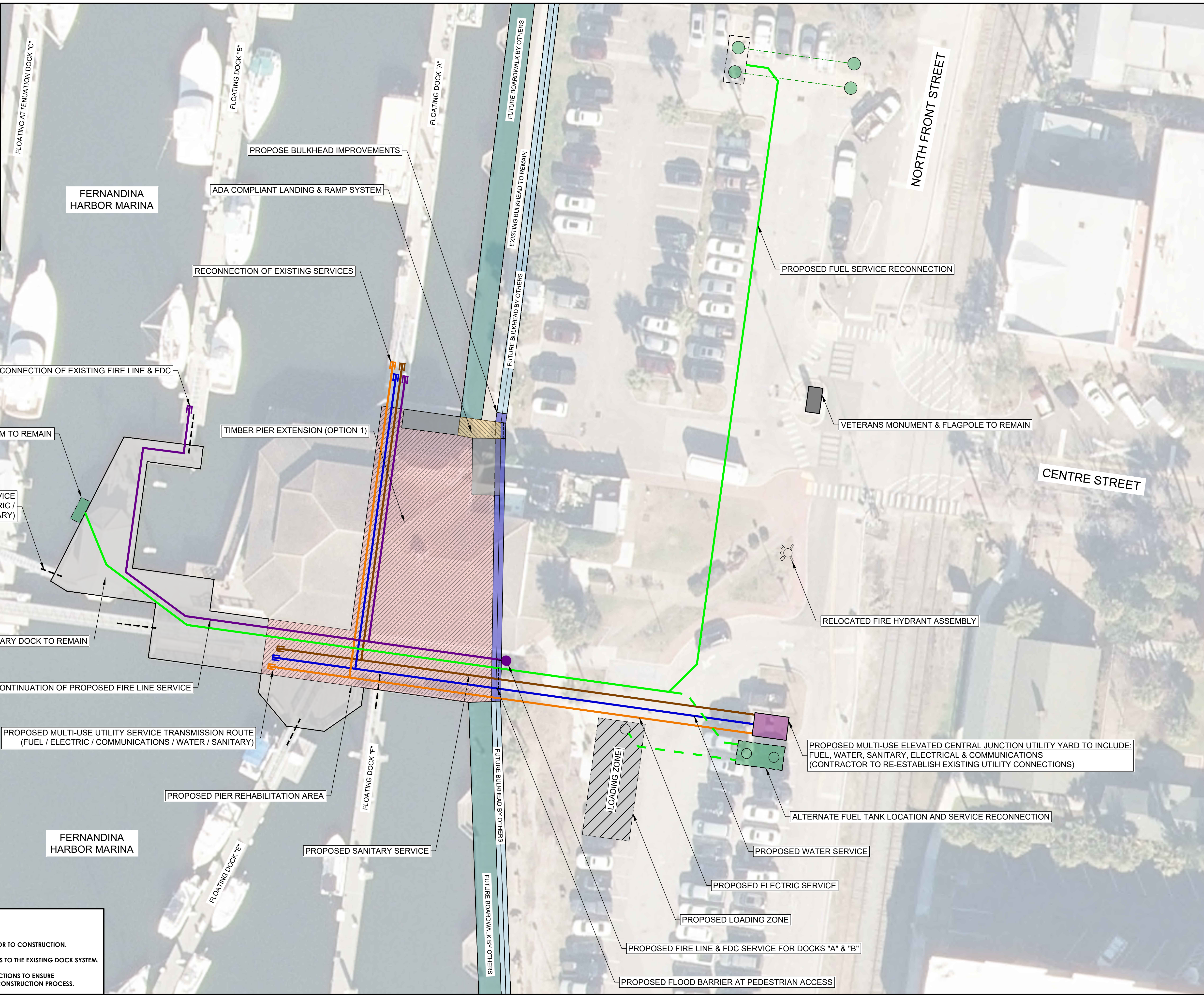
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May 6, 2025 (10:28:38 EST)
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LEGEND

- PROPOSED SANITARY SERVICE
- PROPOSED WATER SERVICE
- PROPOSED ELECTRIC SERVICE
- PROPOSED FUEL SERVICE
- PROPOSED MULTI-USE UTILITY YARD
- PROPOSED DECKING IMPROVEMENTS
- PROPOSED BOARDWALK REHABILITATION AREA
- PROPOSED BULKHEAD REHABILITATION AREA
- PROPOSED ADA COMPLIANT RAMP SYSTEM
- FUTURE BOARDWALK (BY OTHERS)
- FUTURE BULKHEAD (BY OTHERS)



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0' 10' 20' 40'
SCALE: 1" = 20'


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Drawing Title:
**- ALTERNATE 2A -
TIMBER PIER
EXTENSION
(OPTION 1)**

Project Location:
CITY MARINA

Town/City:
CITY OF FERNANDINA BEACH
County/State:
NASSAU COUNTY, FLORIDA

Project No.
99000047.0115

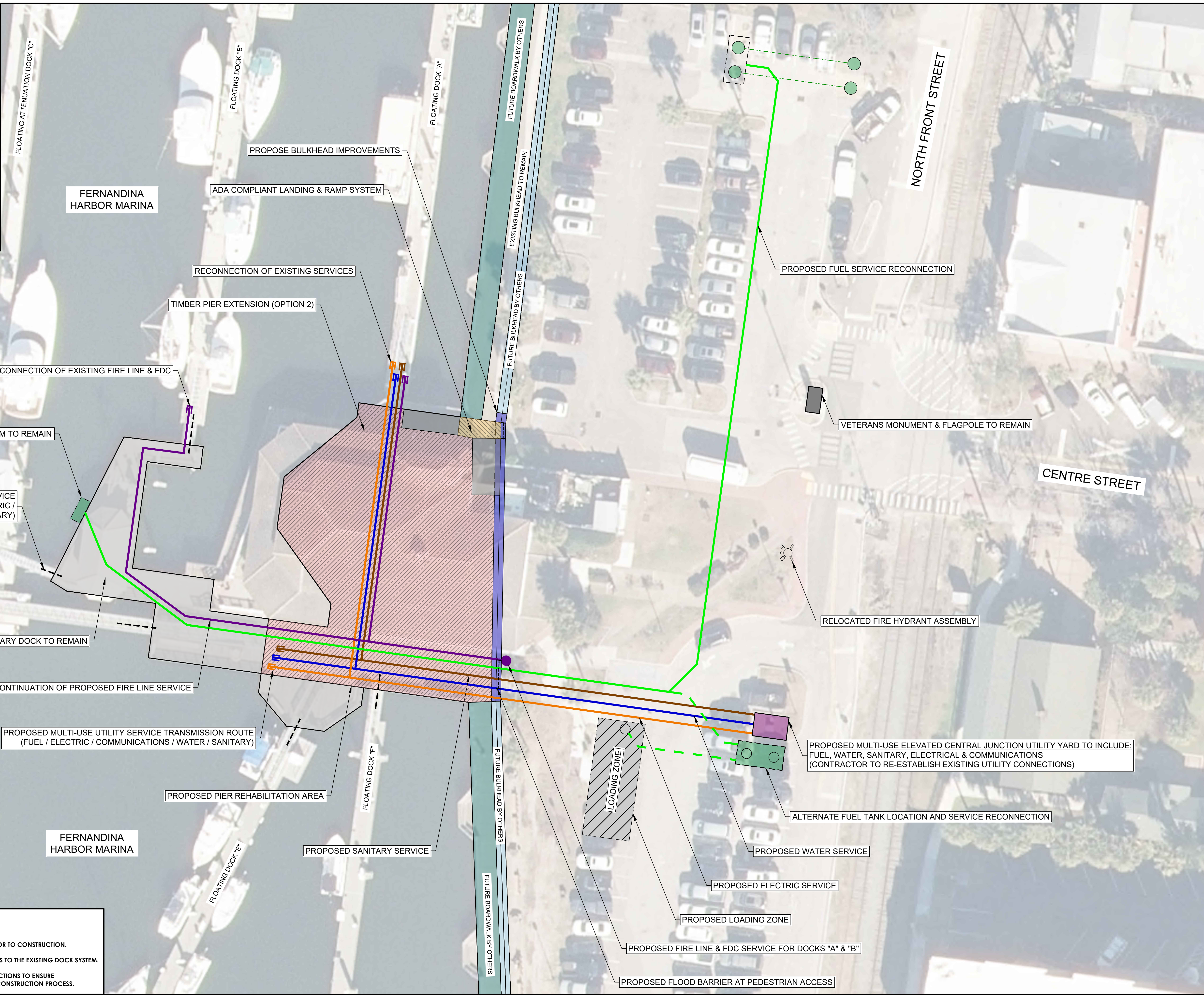
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3-A

Date:
MAY 6, 2025

May 6, 2025 (10:28:38 EST)
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LEGEND

- PROPOSED SANITARY SERVICE
- PROPOSED WATER SERVICE
- PROPOSED ELECTRIC SERVICE
- PROPOSED FUEL SERVICE
- PROPOSED MULTI-USE UTILITY YARD
- PROPOSED DECKING IMPROVEMENTS
- PROPOSED BOARDWALK REHABILITATION AREA
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Civil Engineer
Designed by

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 A. HOLESKO
 C. NARDONE
 L. LEWIS
 J. LUIZ

Revisions			
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Drawing Title:
**- ALTERNATE 2B -
TIMBER PIER
EXTENSION
(OPTION 2)**

Project Location:
CITY MARINA

Town/City:
CITY OF FERNANDINA BEACH
County/State:
NASSAU COUNTY, FLORIDA

Project No.
99000047.0115

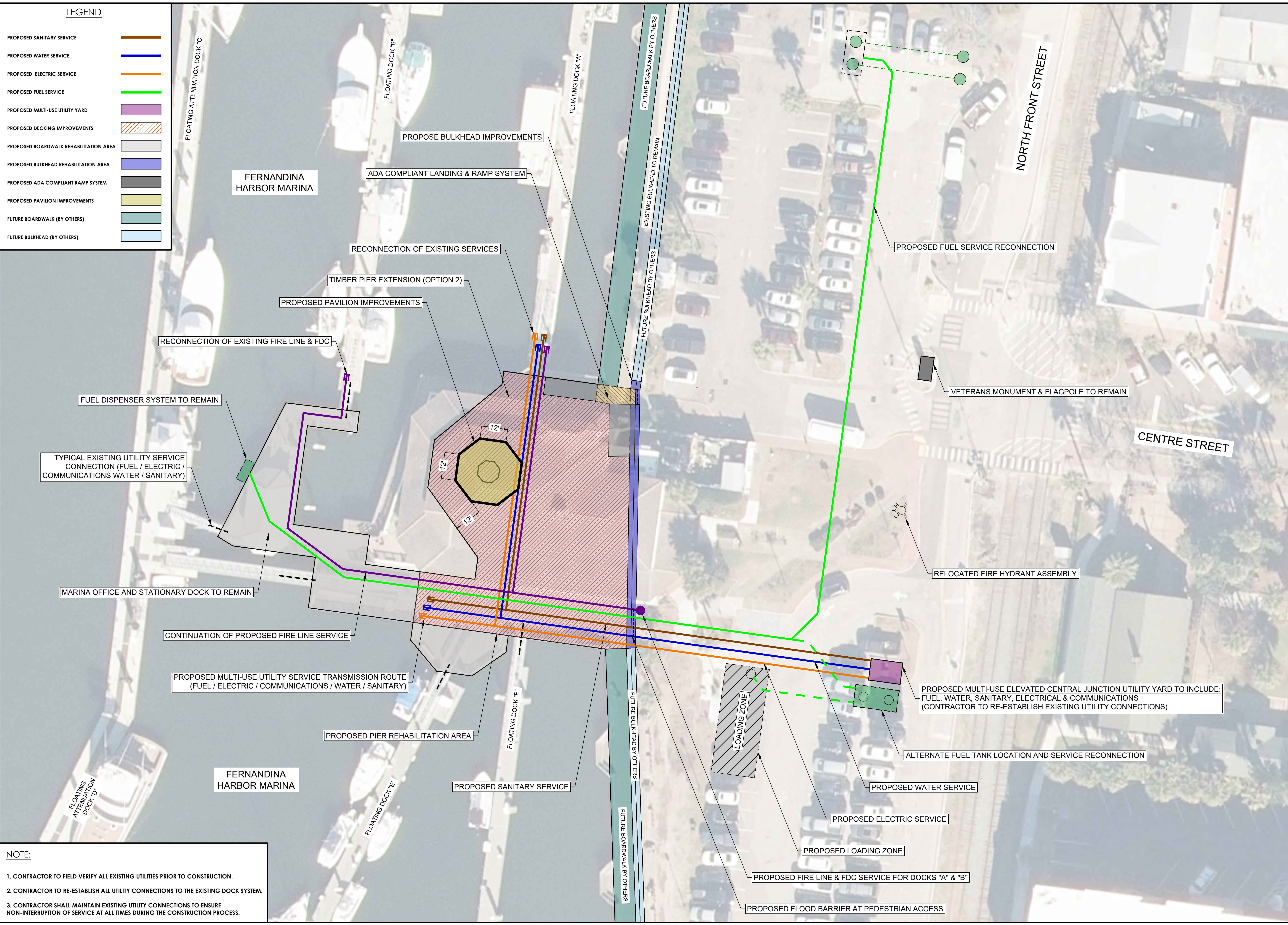
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3-B

Date:
MAY 6, 2025

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LEGEND

- PROPOSED SANITARY SERVICE
- PROPOSED WATER SERVICE
- PROPOSED ELECTRIC SERVICE
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- PROPOSED MULTI-USE UTILITY YARD
- PROPOSED DECKING IMPROVEMENTS
- PROPOSED BOARDWALK REHABILITATION AREA
- PROPOSED BULKHEAD REHABILITATION AREA
- PROPOSED ADA COMPLIANT RAMP SYSTEM
- PROPOSED PAVILION IMPROVEMENTS
- FUTURE BOARDWALK (BY OTHERS)
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Drawing Title:
**- ALTERNATE 3 -
TIMBER PIER
EXTENSION (OPT 2)
& TEEPEE PAVILION**

Project Location:
CITY MARINA

Town/City:
CITY OF FERNANDINA BEACH
County/State:
NASSAU COUNTY, FLORIDA

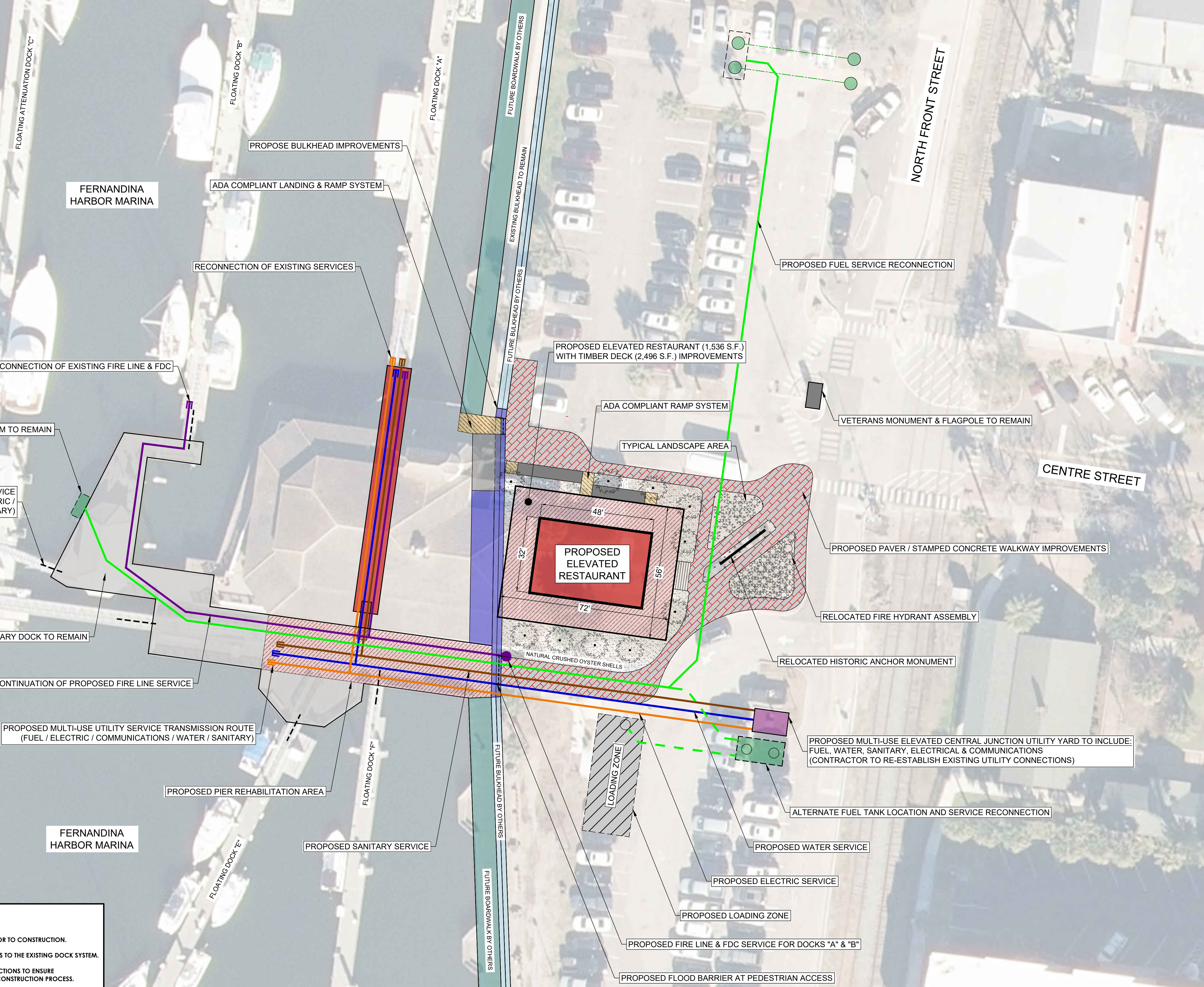
Project No.
99000047.0115

Drawing No.
4

Date:
MAY 6, 2025

LEGEND

PROPOSED RESTAURANT IMPROVEMENTS	[Red Hatched Box]
PROPOSED SANITARY SERVICE	[Brown Line]
PROPOSED WATER SERVICE	[Blue Line]
PROPOSED FIRE SERVICE	[Purple Line]
PROPOSED ELECTRIC SERVICE	[Orange Line]
PROPOSED FUEL SERVICE	[Green Line]
PROPOSED MULTI-USE UTILITY YARD	[Purple Box]
PROPOSED DECKING IMPROVEMENTS	[Hatched Box]
PROPOSED PAVILION IMPROVEMENTS	[Yellow Box]
PROPOSED BOARDWALK REHABILITATION AREA	[Light Blue Box]
PROPOSED BULKHEAD REHABILITATION AREA	[Dark Blue Box]
FUTURE BOARDWALK (BY OTHERS)	[Light Green Box]
FUTURE BULKHEAD (BY OTHERS)	[Light Blue Box]



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May 6, 2025 (10:28:38 EST)
 PROJECT: NEW 1089900047 SE - FERNANDINA HARBOR MARINA RESTAURANT DEMO/1 - CAD-BIM-MODEL/CIVIL/SITE GEOMETRY PLANNING

PASSERO
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Drawing Title:
- ALTERNATE 4 - LANDSIDE RESTAURANT WITH FLOATING DOCK "A" EXTENSION

Project Location:
CITY MARINA

Town/City:
CITY OF FERNANDINA BEACH
County/State:
NASSAU COUNTY, FLORIDA

Project No.
99000047.0115

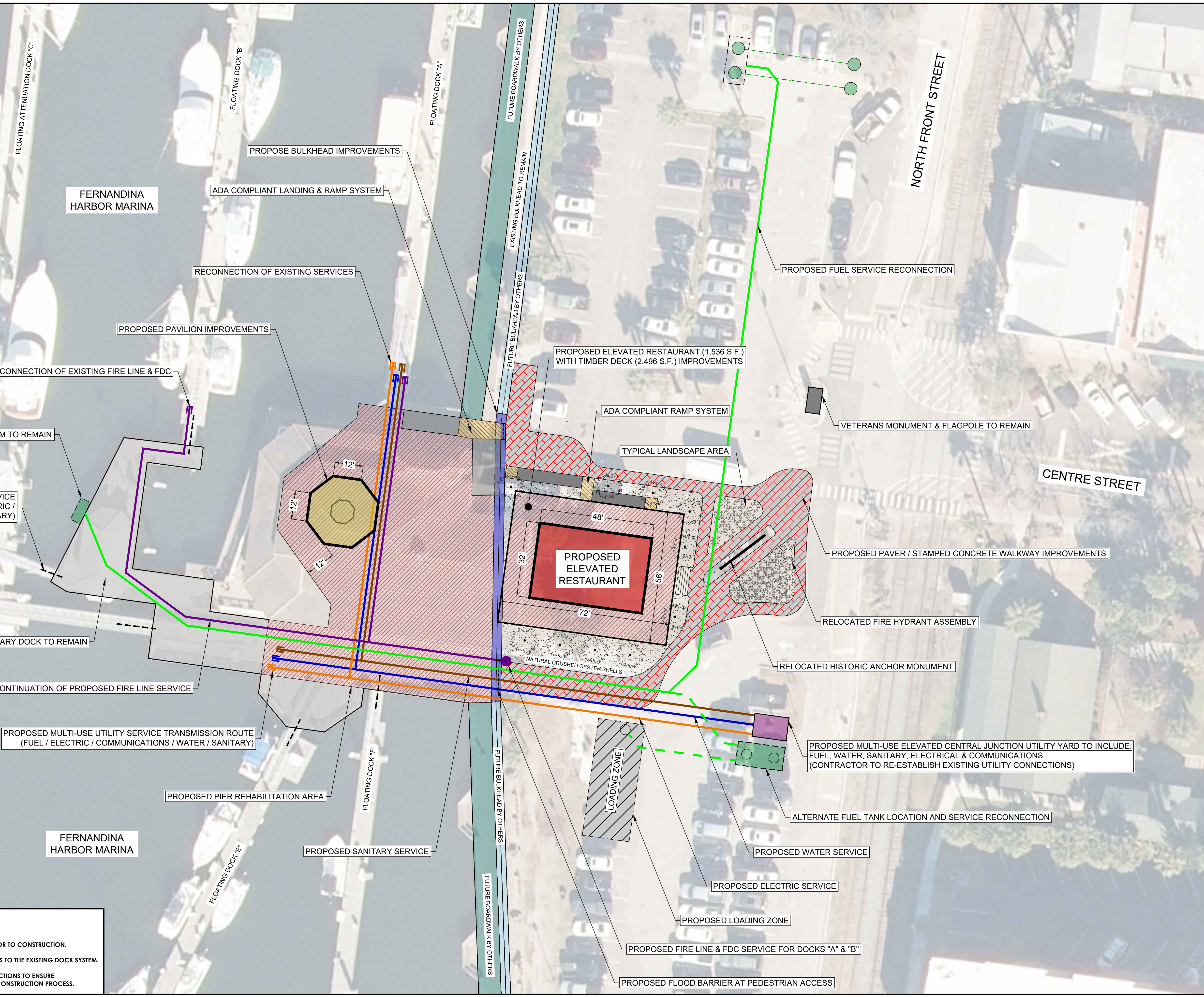
Drawing No.
5

Date:
MAY 6, 2025

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LEGEND

- PROPOSED RESTAURANT IMPROVEMENTS
- PROPOSED SANITARY SERVICE
- PROPOSED WATER SERVICE
- PROPOSED FIRE SERVICE
- PROPOSED ELECTRIC SERVICE
- PROPOSED FUEL SERVICE
- PROPOSED MULTI-USE UTILITY YARD
- PROPOSED DECKING IMPROVEMENTS
- PROPOSED PAVER SIDEWALK IMPROVEMENTS
- PROPOSED PAVILION IMPROVEMENTS
- PROPOSED BOARDWALK REHABILITATION AREA
- PROPOSED BULKHEAD REHABILITATION AREA
- FUTURE BOARDWALK (BY OTHERS)
- FUTURE BULKHEAD (BY OTHERS)



NOTE:

1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO RE-ESTABLISH ALL UTILITY CONNECTIONS TO THE EXISTING DOCK SYSTEM.
3. CONTRACTOR SHALL MAINTAIN EXISTING UTILITY CONNECTIONS TO ENSURE NON-INTERRUPTION OF SERVICE AT ALL TIMES DURING THE CONSTRUCTION PROCESS.

PASSERO
engineering architecture

0' 10' 20' 40'
SCALE: 1" = 20'

N


Prepared For:
THE CITY OF FERNANDINA BEACH

CITY OF FERNANDINA BEACH
NASSAU COUNTY, FLORIDA

Stamp:
NOT APPROVED UNLESS ACCOMPANIED WITH A VALID SIGNATURE

PRELIMINARY DOCUMENTS
NOT FOR CONSTRUCTION

LEONA LEWIS, P.E.
ENGINEER OF RECORD LICENSE #96938

Client:


Passero Associates
355 S. Legacy Trail, Suite B-102 (904) 757-9106
Saint Augustine, FL 32092 Fax (904) 757-9107
Certificate of Authorization # 3428
Principal-in-Charge A. HOLESKO
Project Manager C. NARDONE
Civil Engineer L. LEWIS
Designed by J. LUIZ

Revisions			
No.	Date	By	Description

UNAUTHORIZED USE OF THESE DRAWINGS IS IN VIOLATION OF FLORIDA ADMINISTRATIVE CODE 61G5-27.003 AND FLORIDA STATUTES 471.03(1). THESE PLANS ARE COPYRIGHT PROTECTED. ©

Drawing Title:
- ALTERNATE 5 - LANDSIDE RESTAURANT WITH PIER (OPT 2) & TEEPEE PAVILION

Project Location:
CITY MARINA

Town/City:
CITY OF FERNANDINA BEACH
County/State:
NASSAU COUNTY, FLORIDA

Project No.
99000047.0115

Drawing No.
6

Date:
MAY 6, 2025

Amelia Riverfront Restaurant Demolition and Re-development Study

City of
Fernandina Beach

May 6, 2025



PASSERO
engineering architecture

Study Purpose



PURPOSE

Due to concern for public safety given the current condition of the structure, the City of Fernandina Beach has contracted Passero Associates to provide demolition costs, permitting implications, and investigate re-development alternatives for the Restaurant upon expiration of the Brett's Waterway Café lease.



SCOPE

Demolition: Determine anticipated demolition costs for the Restaurant, support structure beneath, and bulkhead beneath the facility.

Re-Development: Provide five (5) re-development concepts including a study of permit complexity, Rough Order of Magnitude (ROM) construction costs, and anticipated construction duration for each alternative.

Exposed prestressing strands of the double tee showing severe deflection. (Passero 2021 Amelia Riverfront Resiliency Phase 3 Study)



GOALS

Maintain marina access and operations throughout demolition and reconstruction, including fuel system functionality.

Demolition and Re-Development Alternatives

Demolition requires a phased approach:

- 1 Improve South side boardwalk/
timber deck
- 2 Relocate utilities & fuel lines to
new utility yard and route beneath
boardwalk.
- 3 **Demolish the structure**
- 4 Construct new bulkhead
- 5 Construct selected re-development
alternative



Re-Development Alternatives:

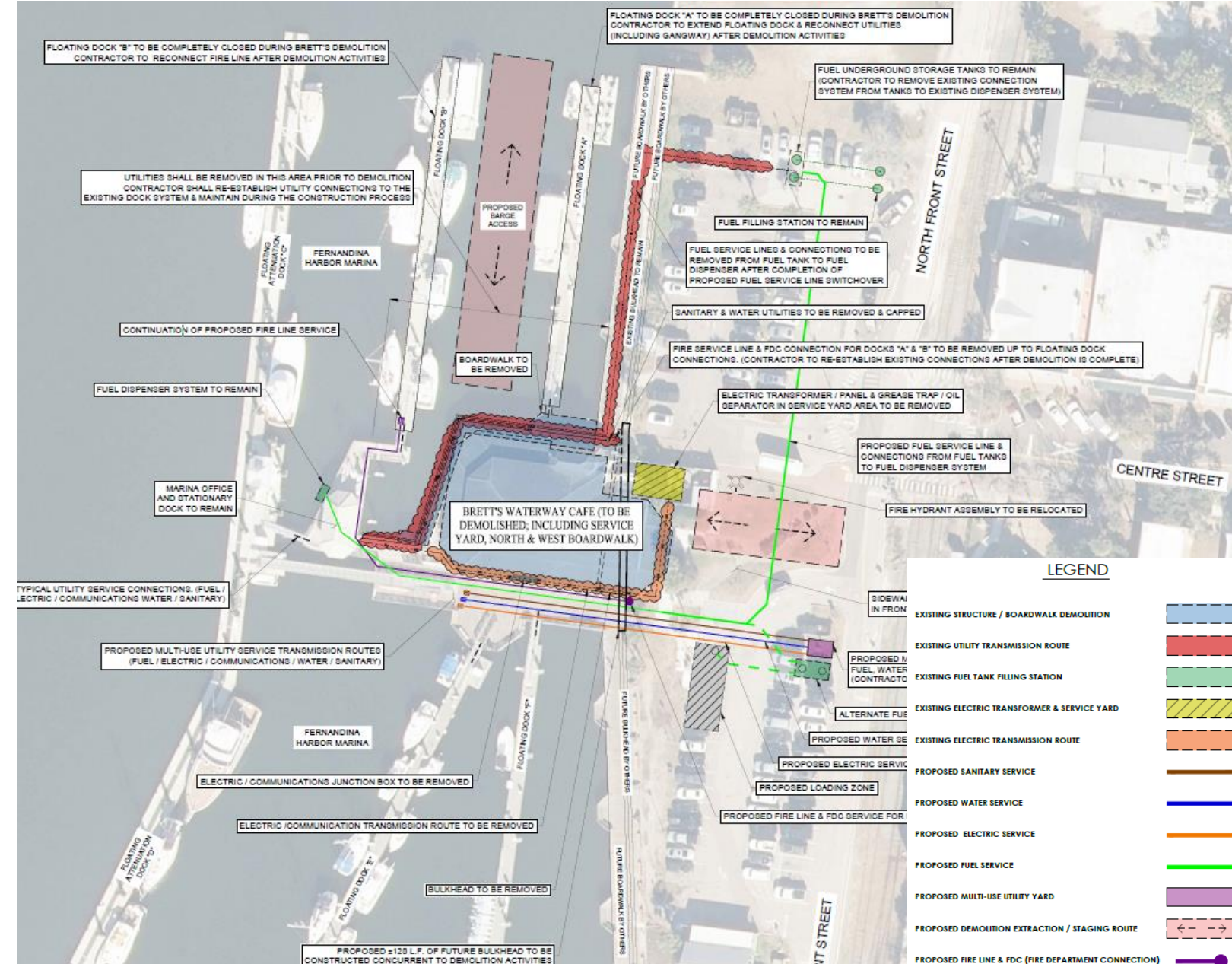
1. Nothing to be placed in the restaurant footprint
2. Open timber deck
3. Open timber deck with pavilion
4. Building/restaurant (landward side)
5. Combination of 3 and 4

Demolition

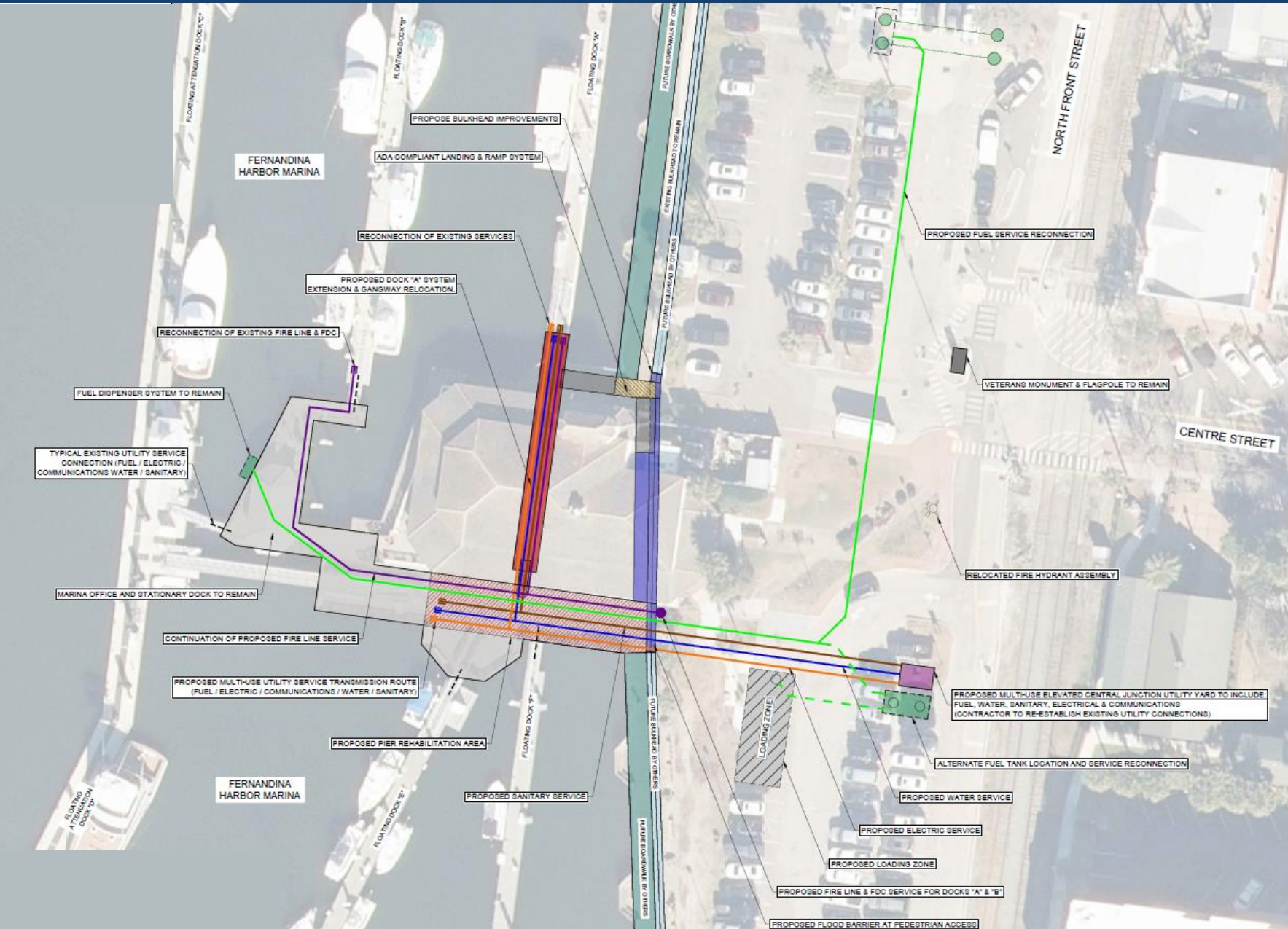
Summary of Magnitude of Demolition Costs

Item of Work	Low End	High End
Mobilization	\$200,000	\$400,000
Utility & Fuel Line Relocation	\$600,000	\$800,000
Building Demolition	\$350,000	\$500,000
Bulkhead Demo & Replacement	\$2,000,000	\$2,200,000
Boardwalk & Guardrail	\$15,000	\$18,000
Debris Removal & Dredging	\$350,000	\$750,000
Vibration Monitoring	\$40,000	\$60,000
Existing Pier Resurface Deck & Guardrail	\$200,000	\$300,000
Environmental BMPs	\$125,000	\$175,000
Total Estimated Range of Costs	\$3,880,000	\$5,203,000

Note: Cost ranges are for estimation purposes only. Final pricing will depend on market conditions at the time of bidding.



Re-Development Option 1: Floating Dock 'A' Extension



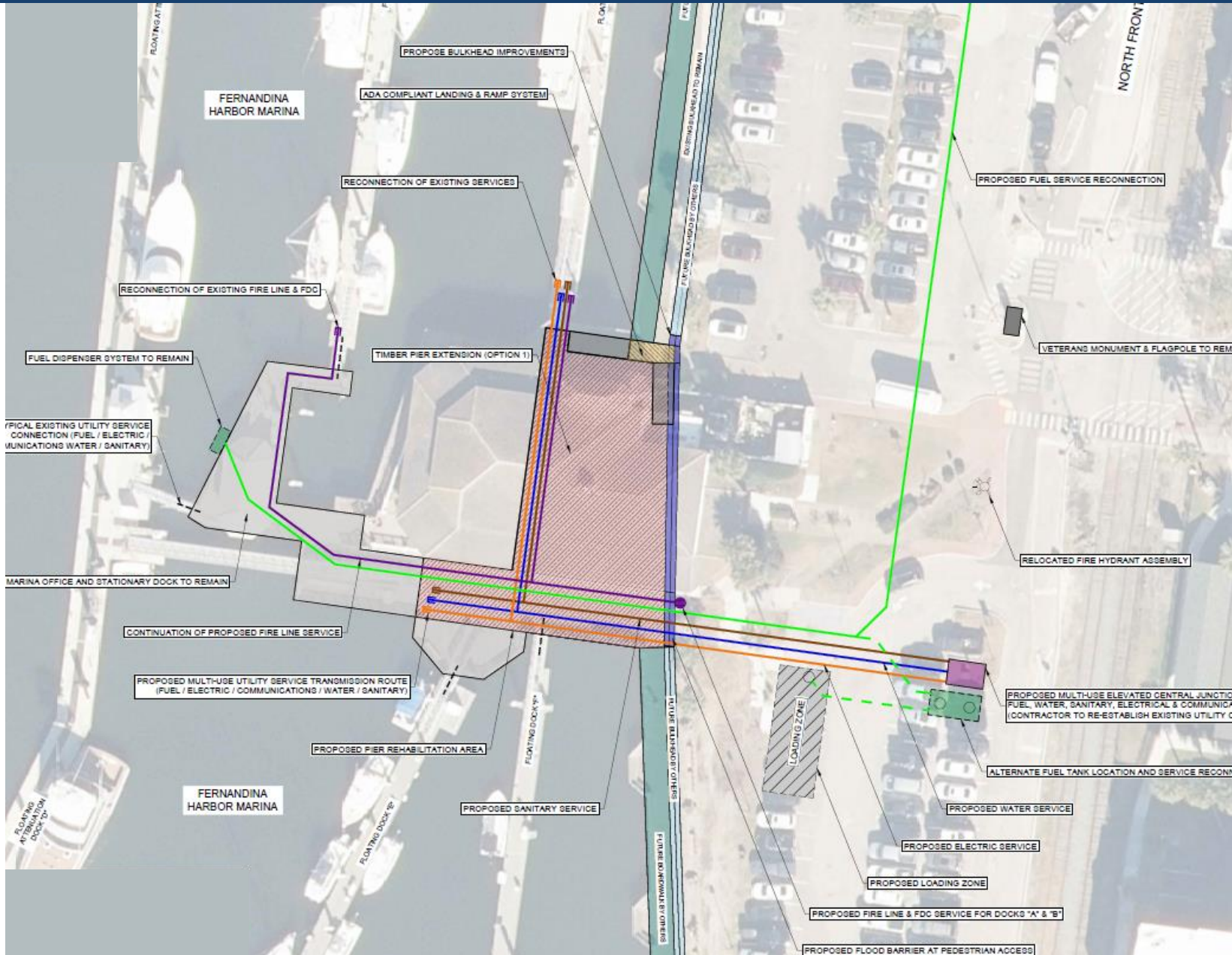
Summary of Magnitude of Demolition Costs

Item of Work	Low End	High End
Floating Dock 'A' Extension	\$300,000	\$365,000
Total Estimated Range of Costs	\$300,000	\$365,000

LEGEND

- PROPOSED DOCK SYSTEM IMPROVEMENTS
- PROPOSED SANITARY SERVICE
- PROPOSED WATER SERVICE
- PROPOSED ELECTRIC SERVICE
- PROPOSED FUEL SERVICE
- PROPOSED MULTI-USE UTILITY YARD
- PROPOSED BOARDWALK REHABILITATION AREA
- PROPOSED BULKHEAD REHABILITATION AREA
- FUTURE BOARDWALK (BY OTHERS)
- FUTURE BULKHEAD (BY OTHERS)

Re-Development Option 2A: Timber Pier Extension to Dock 'A'



Summary of Magnitude of Demolition Costs

Item of Work	Low End	High End
Timber Pier Extension	\$840,000	\$1,100,000
Timber Pier Extension Guardrail	\$30,000	\$35,000
Total Estimated Range of Costs	\$870,000	\$1,135,000

LEGEND

- PROPOSED SANITARY SERVICE
- PROPOSED WATER SERVICE
- PROPOSED ELECTRIC SERVICE
- PROPOSED FUEL SERVICE
- PROPOSED MULTI-USE UTILITY YARD
- PROPOSED DECKING IMPROVEMENTS
- PROPOSED BOARDWALK REHABILITATION AREA
- PROPOSED BULKHEAD REHABILITATION AREA
- PROPOSED ADA COMPLIANT RAMP SYSTEM
- FUTURE BOARDWALK (BY OTHERS)
- FUTURE BULKHEAD (BY OTHERS)

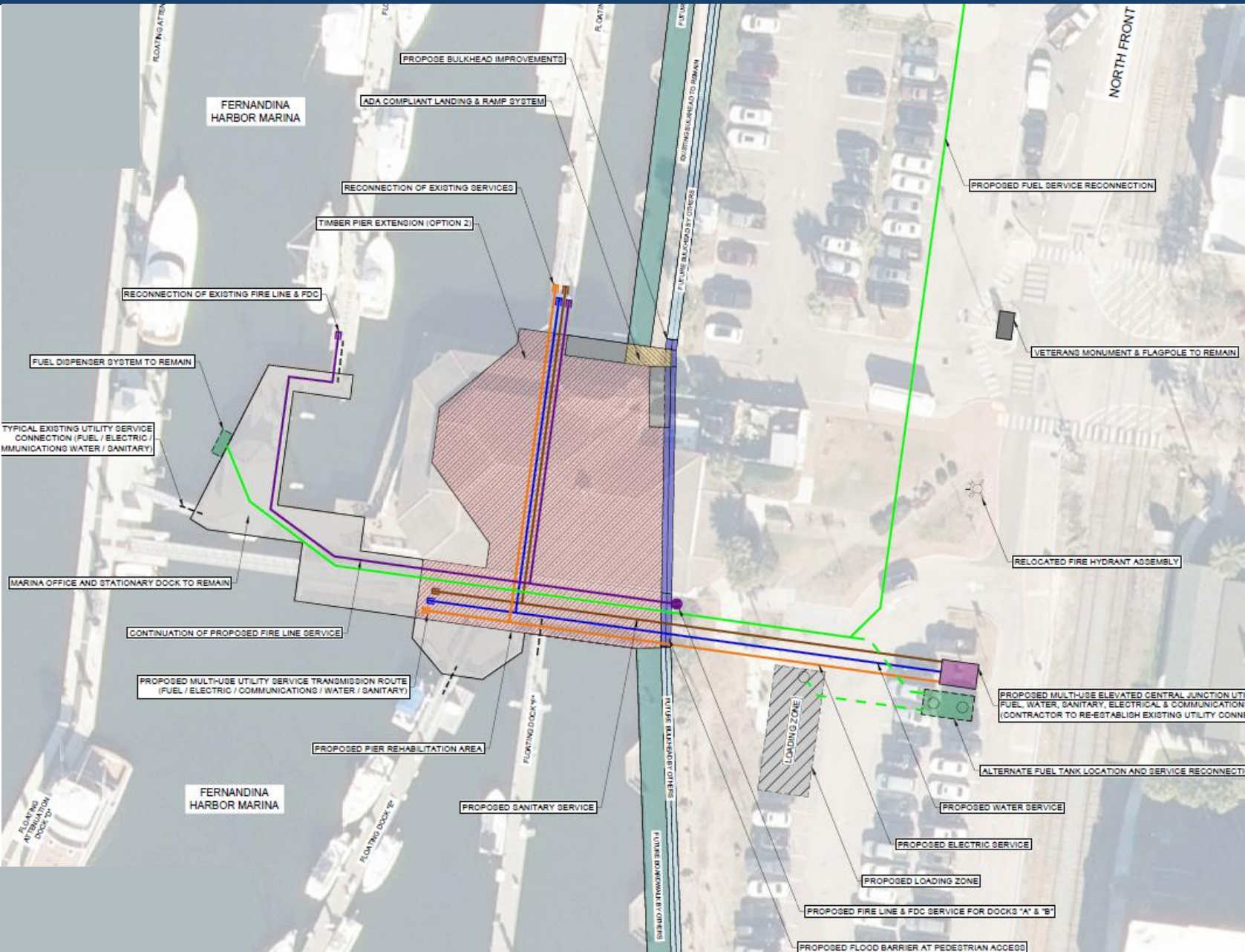
Re-Development Option 2B: Timber Pier Extension

Summary of Magnitude of Demolition Costs

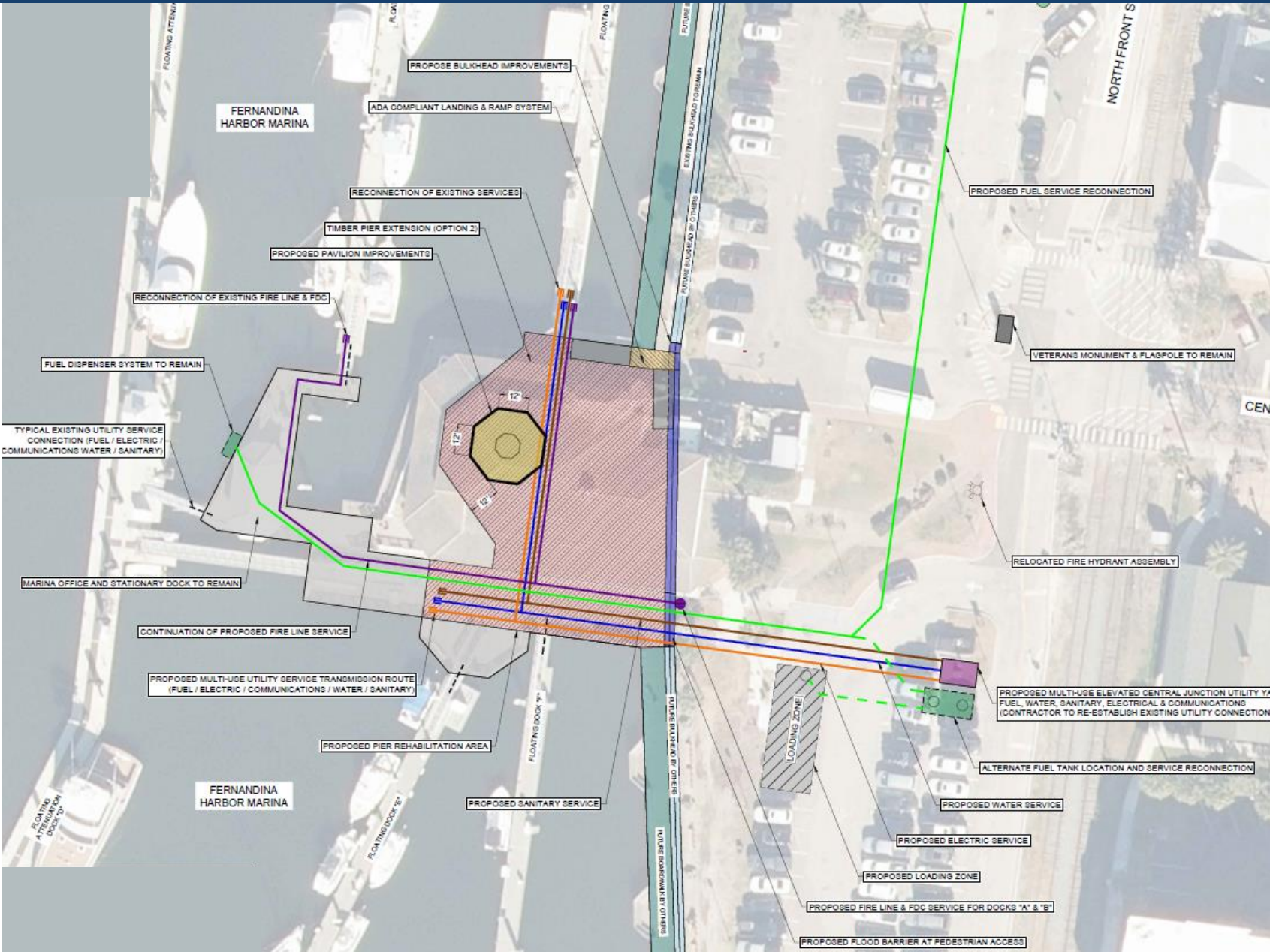
Item of Work	Low End	High End
Timber Pier Extension	\$1,290,000	\$1,620,000
Timber Pier Extension Guardrail	\$35,000	\$40,000
Total Estimated Range of Costs	\$1,325,000	\$1,660,000

LEGEND

- PROPOSED SANITARY SERVICE
- PROPOSED WATER SERVICE
- PROPOSED ELECTRIC SERVICE
- PROPOSED FUEL SERVICE
- PROPOSED MULTI-USE UTILITY YARD
- PROPOSED DECKING IMPROVEMENTS
- PROPOSED BOARDWALK REHABILITATION AREA
- PROPOSED BULKHEAD REHABILITATION AREA
- PROPOSED ADA COMPLIANT RAMP SYSTEM
- FUTURE BOARDWALK (BY OTHERS)
- FUTURE BULKHEAD (BY OTHERS)



Re-Development Option 3: Timber Pier Extension & Pavilion

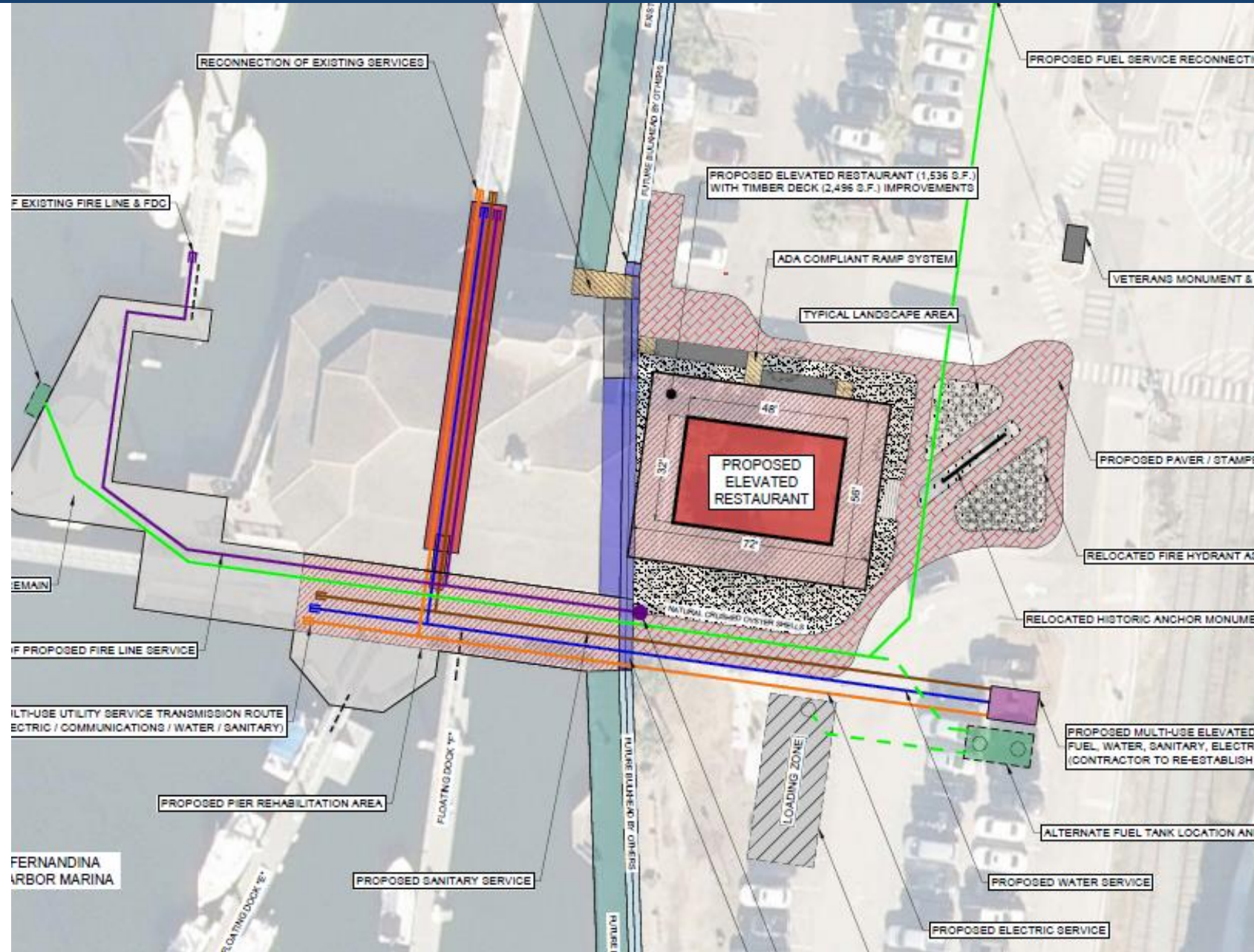


Summary of Magnitude of Demolition Costs		
Item of Work	Low End	High End
Timber Pier Extension	\$1,290,000	\$1,615,000
Timber Pier Extension Guardrail	\$35,000	\$40,000
Pavilion	\$175,000	\$210,000
Total Estimated Range of Costs	\$1,500,000	\$1,865,000

LEGEND

- PROPOSED SANITARY SERVICE
- PROPOSED WATER SERVICE
- PROPOSED ELECTRIC SERVICE
- PROPOSED FUEL SERVICE
- PROPOSED MULTI-USE UTILITY YARD
- PROPOSED DECKING IMPROVEMENTS
- PROPOSED BOARDWALK REHABILITATION AREA
- PROPOSED BULKHEAD REHABILITATION AREA
- PROPOSED ADA COMPLIANT RAMP SYSTEM
- PROPOSED PAVILION IMPROVEMENTS
- FUTURE BOARDWALK (BY OTHERS)
- FUTURE BULKHEAD (BY OTHERS)

Re-Development Option 4: Landward Restaurant with Dock 'A' Extension



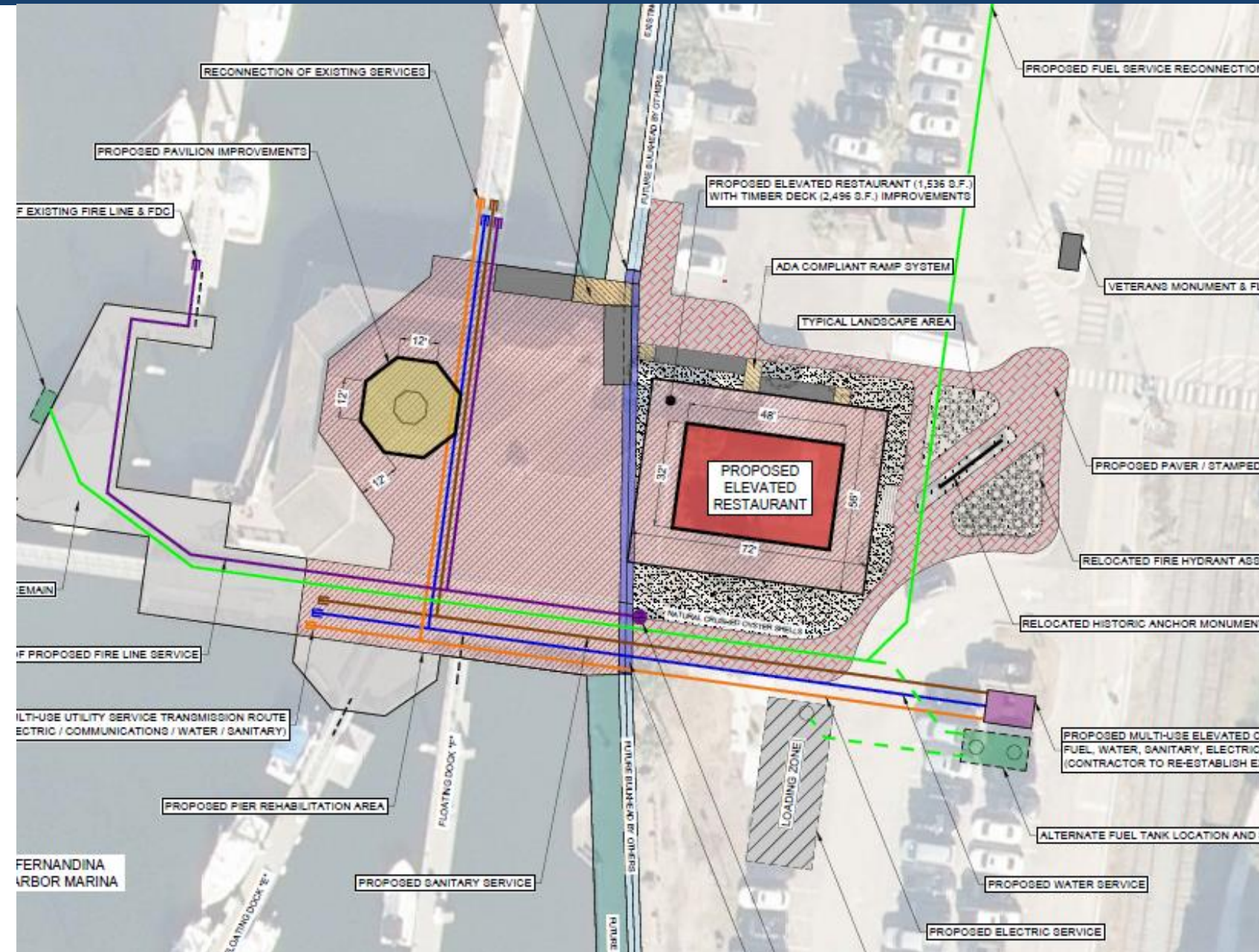
Summary of Magnitude of Demolition Costs

Item of Work	Low End	High End
Floating Dock 'A' Expansion	\$300,000	\$365,000
Landside Restaurant (less than 2,000 SF)	\$1,000,000	\$1,200,000
Total Estimated Range of Costs	\$1,300,000	\$1,565,000

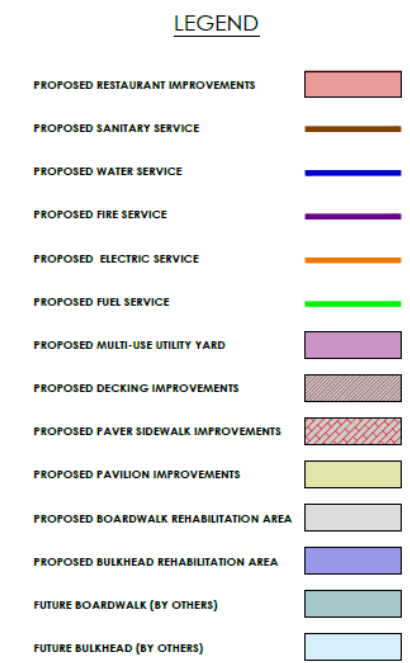
LEGEND

- PROPOSED RESTAURANT IMPROVEMENTS
- PROPOSED SANITARY SERVICE
- PROPOSED WATER SERVICE
- PROPOSED FIRE SERVICE
- PROPOSED ELECTRIC SERVICE
- PROPOSED FUEL SERVICE
- PROPOSED MULTI-USE UTILITY YARD
- PROPOSED DECKING IMPROVEMENTS
- PROPOSED PAVILION IMPROVEMENTS
- PROPOSED BOARDWALK REHABILITATION AREA
- PROPOSED BULKHEAD REHABILITATION AREA
- FUTURE BOARDWALK (BY OTHERS)
- FUTURE BULKHEAD (BY OTHERS)

Re-Development Option 5: Landward Restaurant with Pier and Pavilion



Summary of Magnitude of Demolition Costs		
Item of Work	Low End	High End
Timber Pier Extension	\$1,290,000	\$1,615,000
Timber Pier Extension Guardrail	\$35,000	\$40,000
Pavilion	\$175,000	\$210,000
Landside Restaurant (less than 2,000 SF)	\$1,000,000	\$1,200,000
Total Estimated Range of Costs	\$2,500,000	\$3,070,000







RESOLUTION 2020-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ACCEPTING AND APPROVING A MANAGEMENT AGREEMENT AND A LEASE AGREEMENT WITH OASIS MARINA, LLC.; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City advertised Request for Proposal (RFP) #2020-02 for Managing and/or Leasing Marina Facilities. Five proposals (Coastal Marina Management, F3 Marina, Mobias Marina Management, Oasis Marinas, and Safe Harbor Marinas) were received on April 30, 2020; and

WHEREAS, Stantec Consulting Services, Inc. was contracted to provide a Financial Review of Marina Management Proposals by evaluating and ranking the proposals, subsequently ranking Oasis Marinas in the best financial interests of the City; and

WHEREAS, an Evaluation Committee reviewed and ranked the five proposals received and presented its findings to the Marina Advisory Board on August 24, 2020; and,

WHEREAS, the Marina Advisory Board, on June 22, 2020, and again on August 24, 2020, reiterated previous support for Westrec Marina Management, recommending that Westrec Marina Management be afforded the opportunity to operate for one full year with a fully functional facility (including fueling operations); and

WHEREAS, the City Commission approved the Evaluation Committee ranking on September 1, 2020 via amended Resolution 2020-98 finding that Oasis Marina, LLC and F3 Marina were the #1 and #2 ranked marina management companies, respectively, and the Commission directed the City Attorney and City Manager to negotiate a contract with Oasis Marina, LLC for consideration by the City Commission and for the City Manager to provide a 90-day termination notice to Westrec Marina Management, Inc. to terminate the current management contract effective November 30, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, that:

SECTION 1. The City Commission hereby accepts and approves the Marina Service Management Agreement, attached hereto as Exhibit "A", and the Lease Agreement, attached hereto as Exhibit "B", with Oasis Marina, LLC to manage the City Marina and lease the dockhouse located at one North Front Street with an effective date for both agreements of December 1, 2020.

SECTION 2. The City Manager and City Clerk are authorized to execute both agreements on behalf of the City upon approval by the City Attorney.

SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 4th day of November, 2020.

ATTEST:

CITY OF FERNANDINA BEACH



Caroline Best
City Clerk



John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

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
 - v. Dock House Retail Lease dated December 1, 2020

- d. Attachments:
 - i. Current leases in Marina Operations Area
 - 1. Centre Street Restaurant Group
 - 2. Atlantic Seafood
 - 3. Amelia Island Charter Fishing Boat Association (month-to-month)
 - 4. Anchor Amelia Adventures, LLC (formerly Amelia River 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; however, such rental period shall not exceed 200 days per rental agreement. Oasis will set the rates for the boat slip rentals and linear feet space rentals based on commercially fair and marketable rates, subject to approval by the City in the annual Budget. The form of rental agreement(s) will be reviewed and approved by the City Attorney of which will not be unreasonably withheld. The City has accepted and utilized grant funds from the Florida Inland Navigation District (FIND) to improve the Property. Florida Administrative Code Section 66B-2.004(4) requires that the user fees (slip rent, attenuator rent, mooring field rent) be the same for the general public of all of the FIND member counties. In other words, there can be no preferential rates or discounts for City or Nassau County residents that are not also extended to users from the District's other 11 counties. In addition, Florida Administrative Code Section 66B-2.008(4) requires that

dockage rates be within market comparison of the dockage rates of other area marinas. Also, this rule requires that at least 10% of the slips or mooring areas shall be available for transient vessels. Florida Administrative Code Section 66B-2.003 defines "public marina" which must include the City's Marina for grant purposes. In order to qualify for WAP assistance with FIND, the City's Marina must be and remain a "public marina", meaning that it must be open to the general public on a first-come, first-served basis without any qualifying requirements such as club membership, stock ownership, or differential in price. Oasis and City agree that the City Marina will be operated in accordance with Florida law so that the City Marina continues to qualify as a "public marina" for purposes of WAP assistance with FIND.

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 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;
- h. Safety and environmental incidents; and
- i. Retail sales from "dockhouse" lease (both numbers and dollars),

41. Current Marina Debt. Both parties recognize that the City's facilities have been financed with proceeds of bonds, the interest of which is excludable from gross income for federal income tax purposes, and that, therefore, this Agreement may constitute a "management contract" as defined in Treasury Regulation §1.141-3(b)(4)(ii). The City intends that this Agreement comply with the management contract safe harbor guidelines set forth in Rev. Proc. 2017-13, I.R.B. 2017-6, as amended and superseded (the "Guidelines"). In furtherance of the foregoing, the City and Oasis agree as follows:

- 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.
- d. It is the intent and reasonable belief of Oasis and City that the payments to Oasis under this Agreement constitute reasonable compensation for the services provided, and are consistent with industry standards.
- e. Payments to Oasis under this Agreement are not intended to be, and shall not be interpreted or applied as, permitting Oasis to share in the net profits from operation and leasing of the Marina. No element of the compensation shall take into account

or be contingent upon either the Marina's net profits or both the Marina's revenues and expenses for any fiscal period.

- f. Payments to Oasis under this Agreement are not intended to be, and shall not be interpreted or applied as, imposing upon Oasis the burden of bearing any share of net losses from operation of the Marina. The determination of the amount of the compensation, including expense reimbursement, does not take into account the Marina's net losses or both the revenues and expenses for any fiscal period, and the timing of payment of compensation is not contingent upon the Marina's net losses.
- g. In no event shall the term of this Agreement, including renewal options, extend beyond the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the Marina, as defined in Rev. Proc. 2017-13. Any material modification of this Agreement will be retested under this provision as of the date of such material modification.
- h. The City retains ultimate control over the use of the Marina, including approval of the Annual Budget of the Marina, capital expenditures with respect to the Facilities, each disposition of property that is part of the Marina, rates charged for the use of the Marina, and the general nature and type of use of the property (such as the type of services).
- i. Oasis shall not bear the risk of loss upon damage or destruction of the Marina, provided the loss occurs through no fault of Oasis.
- j. Oasis is not entitled to and shall not take any position that is inconsistent with being a service provider with respect to the Marina. For example, Oasis shall not take any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the Marina.
- k. City and Oasis agree to ensure that throughout the term of this Agreement: (i) no more than 20 percent of the voting power of the governing body of City is vested in the directors, officers, shareholders, partners, members and employees of Oasis, in the aggregate; (ii) the governing body of City does not include the chief executive officer (or a person with equivalent management responsibilities) of Oasis or the chairperson (or equivalent executive) of Oasis's governing body; and (iii) the chief executive officer of Oasis is not the chief executive officer of City or any of City's related parties (within the meaning of Section 1.150-1(b) of the Treasury Regulations).
- l. Oasis and City agree to make a good-faith effort to amend this Agreement, to the extent necessary, to ensure compliance with the Guidelines.

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 News 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

Caroline Best, City Clerk

CITY OF FERNANDINA BEACH, FLORIDA:

By: *Dale L. Martin*

Mr. Dale L. Martin, City Manager

Date: 11/9/2020

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach

Tammi E. Bach, City Attorney

OASIS MARINA:

ATTEST:

By: _____

OASIS MARINA, LLC

DocuSigned by:
Dan Cowens
E2251C285CD94D1...

By: Daniel Cowens, CEO/Founder

Date: 11/9/2020

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 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 4th day of November 2020, 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 12/1/2020

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 14 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.

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:

CITY OF FERNANDINA BEACH



Dale L. Martin, City Manager

ATTEST:



Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach, City Attorney

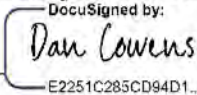
WITNESS:

Witness Signature

Print Name of Witness

TENANT:

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

By:  _____
E2251C285CD94D1...

Name: Dan Cowens

Title: Founder / CEO

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.

COMMUNITY REDEVELOPMENT AREA (CRA) PROPERTY MATRIX

Parcel ID	Zoning	FLUM	Owner Name	Common Name	Property Use	#	Street	No	Disc.	TRC	HDC	Permit	Cons.	Comp.
00-00-31-1760-0001-0010	IW	IW	CITY OF FERNANDINA BEACH	PARKING LOT A	MUNICIPAL	1	N FRONT		X					
00-00-31-1760-0001-0020	IW	IW	O'STEEN COMPANY LLP SIMMONS	SIMMONS PROPERTY	VACANT IND		N FRONT	X						
00-00-31-1760-0002-0000	IW	IW	CITY OF FERNANDINA BEACH	101 N FRONT	MUNICIPAL	101	N FRONT		X					
00-00-31-1760-0003-0000	W-1	WMU	FRONT STREET PROPERTY LLC	GOODSELL PROPERTY	WAREHOUSE-	105	N FRONT		X					
00-00-31-1760-0004-0000	W-1	WMU	KAVANAUGH ANNE B	KAVANAUGH PROPERTY	VACANT COM	121	N FRONT		X					
00-00-31-1760-0005-0010	IW	IW	EXACT INVESTMENTS LLC		VACANT IND	201	N FRONT	X						
00-00-31-1760-0005-0020	IW	IW	LEIBMAN MARILYN C		WHOLESALE	201	N FRONT	X						
00-00-31-1760-0006-0000	IW	IW	HALL INVESTMENTS INC		WHOLESALE	231	N FRONT	X						
00-00-31-1760-0007-0000	IW	IW	BEACON FISHERIES INC		PACKING PL	312	N FRONT	X						
00-00-31-1760-0007-0020	IW	IW	OHPA	PORT	COUNTY		N FRONT	X						
00-00-31-1760-0025-0000	IW	IW	CITY OF FERNANDINA BEACH	PARKING LOT B	MUNICIPAL	9	S FRONT	X						
00-00-31-1760-0025-001L	IW	IW	CITY OF FERNANDINA BEACH	BRETT'S	LEASEHOLD	1	N FRONT		X					
00-00-31-1760-0025-003L	IW	IW	CITY OF FERNANDINA BEACH	ATLANTIC SEAFOOD	LEASEHOLD	10	ASH		X					
00-00-31-1760-0029-0010	IW	IW	CITY OF FERNANDINA BEACH	PARKING LOT C & D - WF Park	MUNICIPAL	123	S FRONT						X	
00-00-31-1760-0034-0000	IW	IW	AMELIA ISLAND DEVELOPMENT		VACANT IND	251	S FRONT	X						
00-00-31-1760-0037-0020	W-1	WMU	BOARD OF TRUSTEES OF INTERNAL		STATE VAC		S FRONT	X						
00-00-31-1760-0039-0000	W-1	WMU	COOK DAVID E JR TRUSTEE		V IN W/XFO	500	S FRONT	X						
00-00-31-1800-0001-0050	C-3	CBD	TSP PARTNERS LLC	SALTY PELICAN	RESTAURANT	12	N FRONT	X						
00-00-31-1800-0001-0080	C-3	CBD	DOWNTOWN CRAB LLC		V C W/XFOB	101	ALACHUA	X						
00-00-31-1800-0001-0170	C-2	GC	CITY OF FERNANDINA BEACH	LIFT STATION 2	MUNICIPAL	50	ALACHUA	X						
00-00-31-1800-0001-0180	C-2	GC	31 N 2ND ST LLC	CRAB TRAP	RESTAURANT	31	N 2ND	X						
00-00-31-1800-0001-0220	C-3	CBD	ARTISAN HOMES LLC	MCJUNKIN STATION	SINGLE FAM	25	N 2ND			X	X	X	X	
00-00-31-1800-0001-0230	C-3	CBD	ARTISAN HOMES LLC	MCJUNKIN STATION	SINGLE FAM	23	N 2ND			X	X	X	X	
00-00-31-1800-0001-0240	C-3	CBD	ARTISAN HOMES LLC	MCJUNKIN STATION	SINGLE FAM	21	N 2ND			X	X	X	X	
00-00-31-1800-0001-0250	C-3	CBD	WIRTH CHARLES MANFORD JR & JAYE SPIVI	MCJUNKIN STATION	SINGLE FAM	19	N 2ND							X
00-00-31-1800-0001-0260	C-3	CBD	WILEY RUSSELL BERCHMAN & AMY ELI	MCJUNKIN STATION	SINGLE FAM	17	N 2ND							X
00-00-31-1800-0002-0010	C-3	CBD	FRONT STREET PROPERTY LLC	STANDARD MARINE BLK	V C W/XFOB		N 2ND	X						
00-00-31-1800-0002-0290	C-3	CBD	I P HOLDINGS GROUP LLC	STANDARD MARINE BLDG	STORES, 1	101	N 2ND			X	X			
00-00-31-1800-0003-0010	I-1	IN	THE CROSSINGS AT AMELIA LLC		VACANT COM	231	FRONT	X	X					
00-00-31-1800-0003-0300	I-1	IN	DOUGLASS FAMILY TRUST		WAREHOUSE-	131	BROOME	X						
00-00-31-1800-0008-0010	C-3	CBD	CLAYTON JAMES S (3/4%) &		VACANT IND		BROOME	X						
00-00-31-1800-0008-0020	C-3	CBD	BRAXTON FAMILY TRUST		SINGLE FAM	212	N 2ND							X
00-00-31-1800-0008-0030	C-3	CBD	JOHNSON CRAIG & ROBIN		SINGLE FAM	216	N 2ND							X
00-00-31-1800-0008-0050	C-3	CBD	PAGE DAVID P JR & KIMBERLY P	PAGE PROJECT	MIXED USE	220	N 2ND							X
00-00-31-1800-0008-0080	C-3	CBD	PAGE DAVID PEYTON JR &	PAGE PROJECT	MIXED USE	224	N 2ND							X
00-00-31-1800-0008-0101	I-1	IN	WICKED BAO LLC	WICKED BAO	RESTAURANT	232	N 2ND	X						
00-00-31-1800-0008-0102	I-1	IN	HAMBROCK LUDGER		WAREHOUSE-	228	N 2ND	X						
00-00-31-1800-0008-0310	C-3	CBD	CLAYTON KERSTIN (3/16%) &		SINGLE FAM	211	BROOME	X						
00-00-31-1800-0008-0330	C-3	CBD	SAUER JOHN & TERESA		SINGLE FAM	205	BROOME	X						
00-00-31-1800-0008-0340	C-3	CBD	CLAYTON JAMES S (3/4%) &		VACANT IND		BROOME	X						
00-00-31-1800-0009-0010	C-3	CBD	ALACHUA GROUP LLC	GREGOR MACGREGOR'S	TOURIST AT	201	ALACHUA							X
00-00-31-1800-0009-0020	C-3	CBD	POYNTER FAMILY HOLDINGS LLLP	PAVILION	VACANT	116	N 2ND							X
00-00-31-1800-0009-0030	C-3	CBD	POYNTER FAMILY HOLDINGS LLLP	PAVILION	VACANT	116	N 2ND							X
00-00-31-1800-0009-0040	C-3	CBD	POYNTER FAMILY HOLDINGS LLLP	PAVILION	VACANT	116	N 2ND							X

COMMUNITY REDEVELOPMENT AREA (CRA) PROPERTY MATRIX

Parcel ID	Zoning	FLUM	Owner Name	Common Name	Property Use	#	Street	No	Disc.	TRC	HDC	Permit	Cons.	Comp.
00-00-31-1800-0009-0050	C-3	CBD	POYNTER FAMILY HOLDINGS LLLP	PAVILION	VACANT	116	N 2ND							X
00-00-31-1800-0009-0060	C-3	CBD	CASTILIAN PROPERTIES INC		STORE/OFFI	120	N 2ND	X						
00-00-31-1800-0009-0080	C-2	GC	CITY OF FERNANDINA BEACH	BROOME ST PARKING LOT	MUNICIPAL		BROOME		X					
00-00-31-1800-0270-0010	C-3	CBD	CITY OF FERNANDINA BEACH	CITY HALL	MUNICIPAL	204	ASH	X						
00-00-31-1800-0270-0031	MU-1	MU	MATEER LIVING TRUST		SINGLE FAM	114	S 2ND							X
00-00-31-1800-0270-0050	MU-1	MU	FLOURNOY JAMES & ALISON A	HARBOR VIEW	SINGLE FAM	120	S 2ND							X
00-00-31-1800-0270-0060	MU-1	MU	LUCCHESI DONALD A & ELIZABETH	HARBOR VIEW	SINGLE FAM	126	S 2ND							X
00-00-31-1800-0270-0070	MU-1	MU	WINTER RONALD M & DEBRA I	HARBOR VIEW	SINGLE FAM	132	S 2ND							X
00-00-31-1800-0270-0080	MU-1	MU	SCHWARTZ CHARLES R REV TRUST	HARBOR VIEW	SINGLE FAM	138	S 2ND							X
00-00-31-1800-0270-0090	MU-1	MU	COLAO IVAN & TIA	HARBOR VIEW	SINGLE FAM	144	S 2ND							X
00-00-31-1800-0270-0100	MU-1	MU	KOZMA MONIKA ANN	HARBOR VIEW	SINGLE FAM	205	BEECH							X
00-00-31-1800-0270-0120	MU-1	MU	BRADY MARY JANE & MICHAEL	HARBOR VIEW	SINGLE FAM	211	BEECH							X
00-00-31-1800-0270-0130	MU-1	MU	CARTER JULIEN	HARBOR VIEW	SINGLE FAM	217	BEECH							X
00-00-31-1800-0270-0140	MU-1	MU	PADGETT GREGORY J & ROBYN Y	HARBOR VIEW	SINGLE FAM	223	BEECH							X
00-00-31-1800-0270-0150	MU-1	MU	SIMPSON JONATHAN P &	HARBOR VIEW	SINGLE FAM	229	BEECH							X
00-00-31-1800-0270-0160	MU-1	MU	NORMAN RON JR &	HARBOR VIEW	SINGLE FAM	235	BEECH							X
00-00-31-1800-0270-0170	MU-1	MU	DAV FLORIDA SERVICES LLC	HARBOR VIEW	SINGLE FAM	241	BEECH							X
00-00-31-1800-0270-0180	MU-1	MU	DAV VENTURE TRUST	HARBOR VIEW	SINGLE FAM	247	BEECH							X
00-00-31-1800-0270-0190	MU-1	MU	LOUCHHEIM JEFF & LINDA	HARBOR VIEW	SINGLE FAM	153	S 3RD							X
00-00-31-1800-0270-0200	MU-1	MU	METZ RUSSELL DAVID & JAIMI MOORE	HARBOR VIEW	SINGLE FAM	147	S 3RD							X
00-00-31-1800-0270-0210	MU-1	MU	KENNEDY DENIS M	HARBOR VIEW	SINGLE FAM	141	S 3RD							X
00-00-31-1800-0270-0220	MU-1	MU	JACKSON PAMELA BREWER	HARBOR VIEW	SINGLE FAM	135	S 3RD							X
00-00-31-1800-0270-0230	MU-1	MU	MAUK DONALD & WANDA JEAN	HARBOR VIEW	SINGLE FAM	129	S 3RD							X
00-00-31-1800-0270-0240	MU-1	MU	WIGGINS CHARLES D LIV TRUST &	HARBOR VIEW	SINGLE FAM	123	S 3RD							X
00-00-31-1800-0270-0250	MU-1	MU	DAMATO FRANK P & JENNIFER &	HARBOR VIEW	SINGLE FAM	117	S 3RD							X
00-00-31-1800-0270-0260	MU-1	MU	DAMATO JENNIFER & FRANK	HARBOR VIEW	SINGLE FAM	111	S 3RD							X
00-00-31-1800-0270-0270	C-3	CBD	ROMAN PM LLC		STORES, 1	218	ASH	X						
00-00-31-1800-0271-0010	C-3	CBD	CITY OF FERNANDINA BEACH	PARK/PARKING LOT E	MUNICIPAL		S 2ND							X
00-00-31-1800-0271-0070	MU-1	MU	NEW ENGLAND FLAG & BANNER INC	FORMER DISTILLERY	LIGHT MANU	115	S 2ND	X						
00-00-31-1800-0271-0091	MU-1	MU	NEW ENGLAND FLAG & BANNER INC	FORMER DISTILLERY	VACANT IND		S 2ND	X						
00-00-31-1800-0271-0110	MU-1	MU	RITCH TIM & DONNA &		SINGLE FAM	117	S 2ND							X
00-00-31-1800-0271-0120	MU-1	MU	ASTRIN CAL DAVE &		SINGLE FAM	119	S 2ND							X
00-00-31-1800-0271-0131	MU-1	MU	AMELIA RIVER VIEW LLC		STORE/OFFI	115	BEECH	X						
00-00-31-1800-0271-0201	MU-1	MU	DOC SS FLORIDA INVESTMENTS LLC		WAREHOUSE-	131	S 2ND	X						

COMMUNITY REVELOPMENT AREA (CRA) PUBLIC PROJECT MATRIX

Project Name	Project Location	Status	Comments
Shoreline Resiliency	Waterfront (Rayonier to Port)	Kimley Horn in Design	90% Design based on Original Scope. KH working on revised scope with changes to Segments 1 & 5.
Amelia River Waterfront Park	123 S. Front Street	Construction	Construction underway.
Area 6 Drainage	Ash Street Basin	Design	Currently in the design phase. Major stormwater project upgrading the outfall pipes under Ash Street.
Downtown Revitalization	Centre Street	Funding	100% Design complete. Received HDC Approval in Feb. City Commission discussing funding sources. 2nd Street Design reviewed at 60%;
N 2nd Street-Alachua to Broome	N 2nd Street	Design	proposal for remaining side street under review
Atlantic Seafood	10 Ash Street	Negotiations	Design complete and approved by CRAAB; next step to TRC/HDC (June) and Commission (July); FPU for overhead to underground conversion
Sidewalk/Fencing	N. Front St. to Alachua	Negotiations	No movement
			Easement from property owner needed to construct sidewalk