EAST NASSAU STEWARDSHIP DISTRICT

October 15, 2020
GOVERNING BOARD
VIRTUAL REGULAR
MEETING AGENDA

East Nassau Stewardship District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W

Boca Raton, Florida 33431

Phone: (561) 571-0010

Toll-free: (877) 276-0889

Fax: (561) 571-0013

October 8, 2020

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Governing Board East Nassau Stewardship District

Dear Board Members:

The Governing Board of the East Nassau Stewardship District will hold a Virtual Regular Meeting on October 15, 2020 at 10:00 a.m., via Zoom video at https://us04web.zoom.us/j/73757650194?pwd=Q25jS3hhek95eU55UHYvcWRhN0JBZz09, using Meeting ID: 737 5765 0194 and Passcode: 165726 or telephonically at 1-646-558-8656, using Meeting ID: 737 5765 0194 and Passcode: 165726. The agenda is as follows:

- 1. Call to Order
- 2. Roll Call
- 3. Chairman's Opening Remarks
- 4. Public Comments (limited to 3 minutes per person)
- 5. Ratification of License Agreement Between East Nassau Stewardship District and Wildlight Residential Association, Inc., Regarding the Installation and Maintenance of a Lending Library Within District Property
- 6. Acceptance of Unaudited Financial Statements as of August 31, 2020
- 7. Approval of August 20, 2020 Telephonic Public Hearings and Meeting Minutes
- 8. Staff Reports
 - A. District Counsel: Hopping Green & Sam, P.A.
 - B. District Engineer: England-Thims & Miller, Inc.
 - C. District Manager: Wrathell, Hunt and Associates, LLC
 - UPCOMING MEETING DATES:
 - I. November 3, 2020 at 10:00 A.M. Landowners' Meeting (Board is not required to attend)
 - II. November 19, 2020 at 10:00 A.M. Regular Meeting

Governing Board
East Nassau Stewardship District
October 15, 2020, Virtual/ Regular Meeting Agenda
Page 2

QUORUM CHECK

SEAT 1*	Міке Нанај	In Person	PHONE	☐ No
SEAT 2*	ROB FANCHER	In Person	PHONE	☐ No
SEAT 3	Dan Roach	☐ In Person	PHONE	☐ No
SEAT 4	Max Hord	☐ In Person	PHONE	☐ No
SEAT 5*	JANET PRICE	In Person	PHONE	☐ No

^{*}Seats subject to November 3, 2020 election by landowners

- 9. Board Members' Comments/Requests
- 10. Public Comments
- 11. Adjournment

"Further, please be advised that the Florida Governor's Office has declared a state of emergency due to the Coronavirus (COVID-19). As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. Therefore, merely cleaning facilities, while extremely important and vital in this crisis, may not be enough to stop the spread of this virus."

"That said, the District wants to encourage public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting may do so via Zoom details specified herein. Additionally, participants are encouraged to submit questions and comments to the District's manager in advance at 561-571-0010 or wrathellc@whhassociates.com."

Should have any questions or concerns, please do not hesitate to contact me directly at 561-719-8675.

Sincerely,

Craig Wrathell District Manager

OPTIONS FOR MEETING PARTICIPATION

Join Zoom Meeting

https://us04web.zoom.us/j/73757650194?pwd=Q25jS3hhe k95eU55UHYvcWRhN0JBZz09

> Meeting ID: 737 5765 0194 Passcode: 165726

> > OR

Phone in 1 646 558 8656 US

Meeting ID: 737 5765 0194 **Passcode**: 165726

EAST NASSAU STEWARDSHIP DISTRICT

LICENSE AGREEMENT BETWEEN EAST NASSAU STEWARDSHIP DISTRICT AND WILDLIGHT RESIDENTIAL ASSOCIATION, INC. REGARDING THE INSTALLATION AND MAINTENANCE OF A LENDING LIBRARY WITHIN DISTRICT PROPERTY

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this ____ day of August, 2020, by and between:

EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, being situated in Nassau County, Florida whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and

WILDLIGHT RESIDENTIAL ASSOCIATION, INC., a Florida not for profit corporation whose principal address is 1 Rayonier Way, Wildlight, Florida 32097 ("Licensee").

RECITALS

WHEREAS, the District was established and exists pursuant to Chapter 2017-206, Laws of Florida ("Act"), for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements permitted by the Act; and;

WHEREAS, the Licensee has requested authorization from the District to install and maintain a free lending library on a portion of the District's property identified as Tract 5, East Nassau – Wildlight Phase 1c - WEST, Plat Book 2239, Pages 1149 & 1150 of the Official Records of Nassau County, Florida ("Property"); and

WHEREAS, the District agrees to grant the Licensee authorization pursuant to a non-exclusive license for access and use of the Property for the limited purpose of installing and maintaining the lending library located on the Property; and

WHEREAS, the District and the Licensee desire to set forth the terms of their mutual agreement regarding the access and use of the Property.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the District and the Licensee agree as follows:

- 1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.
- 2. GRANT OF LICENSE. The District hereby grants to the Licensee a non-exclusive license to install and maintain a free lending library on the Property. Such installation and library shall be installed in full compliance with this Agreement, and applicable laws, regulations and codes. A description and the location of the library shall be substantially as depicted in composite **Exhibit A**.

- **3. CONDITIONS ON THE LICENSE.** The License granted in Paragraph 2, above, is subject to the following terms and conditions:
 - **A.** The Licensee's access to and use of the Property for the purposes contemplated by this Agreement is limited to the scope of the License granted herein and solely in the Property.
 - **B.** The Licensee shall be fully responsible for the installation of the library and any maintenance, damage, removal, or other incidentals associated with the installation, maintenance, ongoing use, and removal of the library.
 - C. The District may terminate this License at any time, in its absolute and sole discretion and Licensee shall be entitled to no remuneration.
- 4. ACCESS. The District hereby grants the Licensee and its contractors the limited right to access the Property for the purposes described in this Agreement. The Licensee shall use all due care to accomplish the installation, maintenance, and removal of the library without damage to or unreasonable interference with the use of the property of the District, including the Property, and its residents and landowners, or any District improvements. The Licensee shall assume sole responsibility for any and all damage to any real or personal property of the District or of any third parties as a result of or in connection with the Licensee's use of the Property under this Agreement, including, but not limited to, any damage caused by the installation, maintenance, or removal of the library. The Licensee shall be responsible for timely returning the Property to its original or better condition upon removal of the library. Any such repairs, reconstruction, or reinstallation necessary in order to do so shall be at the Licensee's sole expense. The provisions of this Paragraph 4 shall survive termination of this Agreement.
- 5. **EFFECTIVE DATE; TERM.** This Agreement shall become effective on the date first written above and shall continue in full force and effect until revoked or terminated in accordance with Paragraph 6 below.
- 6. REVOCATION, SUSPENSION AND TERMINATION. The District and the Licensee expressly acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide written notice to the Licensee of the suspension or revocation. The Licensee shall remove the library, at its sole cost, within ten (10) business days of the effective date of the suspension or revocation, unless otherwise agreed to in writing by the District. The Licensee may terminate this Agreement upon written notice to the District. The Licensee shall not be entitled to any compensation, off sets, incidental costs or any other payment under this Agreement whatsoever. The provisions of Paragraphs 4 and 9 shall survive any revocation, suspension or termination of this Agreement.
- 7. **INSURANCE**. The Licensee shall, at its own expense, maintain insurance during the term of this Agreement, with limits of liability not less than the following General Liability Bodily Injury (including contractual) \$1,000,000/\$2,000,000 and General Liability Property Damage

(including contractual) \$1,000,000/\$2,000,000. The District and its supervisors, officers, staff, employees, representatives and agents shall be named as an additional insured. The Licensee shall furnish the District with a valid and binding Certificate of Insurance evidencing compliance with this requirement prior to Licensee accessing or installing any improvements, including, but not limited to, the library contemplated hereunder, on the Property. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

8. COMPLIANCE WITH LAWS, RULES AND POLICIES. The Licensee shall comply at all times with relevant statutes and regulations applicable to the purposes contemplated by this Agreement and shall, upon request of the District, provide proof of such compliance.

9. INDEMNIFICATION.

- **A.** Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- **B.** The Licensee will defend, indemnify, save and hold the District and its supervisors, officers, staff, employees, representatives, and agents ("District Indemnitees") harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising from the acts or omissions of the Licensee, its members, managers, agents, subcontractors or assigns in connection with the purposes of or otherwise reasonably contemplated by this Agreement.
- C. For purposes of this section, "acts or omissions" on the part of the Licensee and its members, managers, agents, assigns or subcontractors, includes, but is not limited to:
 - i. Installation of the library in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency having jurisdiction, unless such permit, license, certification, consent, or other approval is first obtained;
 - ii. Any claims of false advertisement, copyright infringement, trademark, or patent violations; and
 - iii. Any claims resulting from personal injury and property damage.
- **D.** The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be

entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Paragraph 9 shall survive the termination of this Agreement.

- 10. SOVEREIGN IMMUNITY. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 11. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees and costs.
- 12. **DEFAULT.** In the event Licensee shall fail to perform any covenant, term, or provision of this Agreement, then the District shall have the right to immediately terminate this Agreement and Licensee shall remove the library from the Property and repair the Property to the same or better condition.
- 13. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.
- 14. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- 15. ASSIGNMENT. Neither the District nor the Licensee may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.
- 16. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Licensee shall act as an independent contractor. Neither the Licensee nor any individual employed by the Licensee in connection with the use of the Property are employees of the District under the meaning or application of any federal or state laws. The Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees in the use of the Property. The Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and the Licensee shall have no authority to represent the District as agent, employee or in any other capacity.
- 17. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District: East Nassau Stewardship District

2300 Glades Road, Suite 410W Boca Raton, Florida 33431

Attn: Craig Wrathell, District Manager

With a copy to: Hopping, Green & Sams, P.A.

119 South Monroe Street, Suite 300 Post Office Box 6526 (32314) Tallahassee, Florida 32301

Attn: Sarah S. Warren, District Counsel

B. If to the Licensee: Wildlight Residential Association, Inc.

1 Rayonier Way

Wildlight, Florida 32097

Attn: Amy Norsworthy, Community Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Licensee may deliver Notice on behalf of the District and the Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- 18. INTERFERENCE BY THIRD PARTY. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- 19. PUBLIC RECORDS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to Section 119.07(1)(a), Florida Statutes, Licensee shall permit such records to be inspected and copied by any person desiring to do so. Failure of Licensee to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.
- **20. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Nassau County, Florida.

- 21. ARM'S LENGTH NEGOTIATION. This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.
- 22. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended nor shall be construed to confer upon any person or legal entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.
- **23. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this Agreement.
- **24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- **25. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- **26.** COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

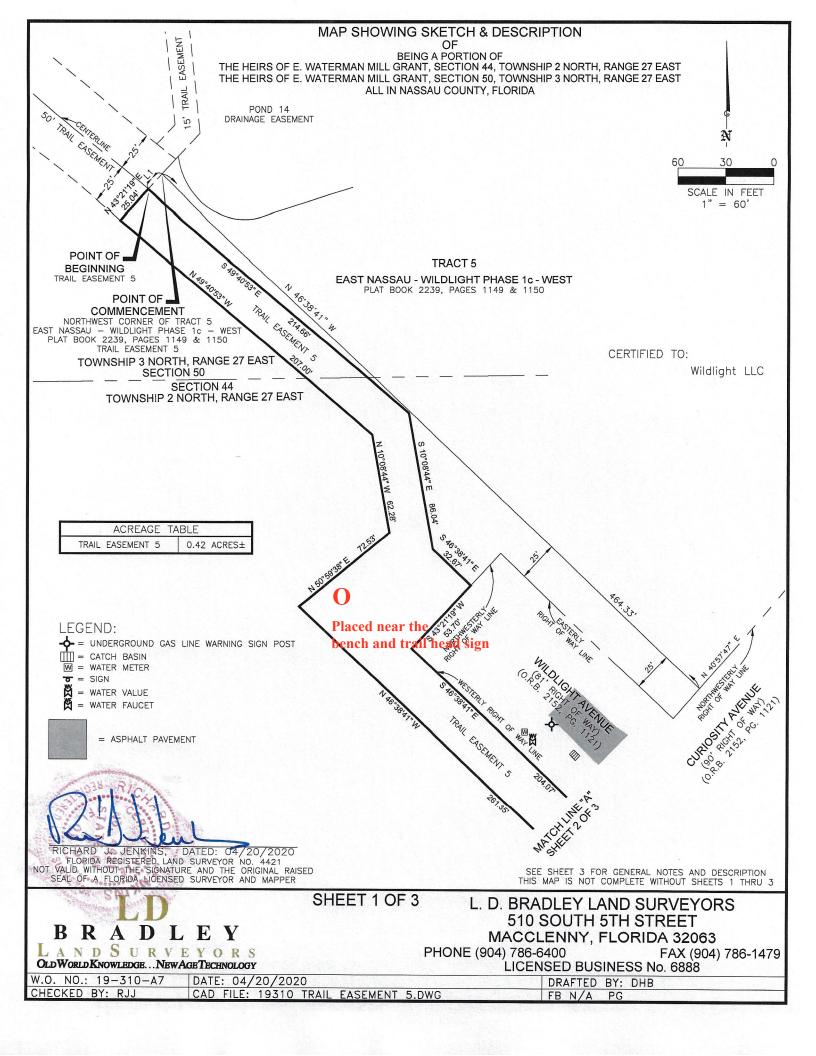
IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

Attest:	EAST NASSAU STEWARDSHIP DISTRICT
(Signature of Witness)	Mike Hahaj Michael Hahaj, Chair Board of Supervisors
Witness:	WILDLIGHT RESIDENTIAL ASSOCIATION, INC.
Obactic Wells) (Signature of Witness)	Mike Hahaj Print: Mike Hahaj Its: President

EXHIBIT A: Description and Location of Lending Library

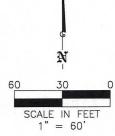
EXHIBIT A

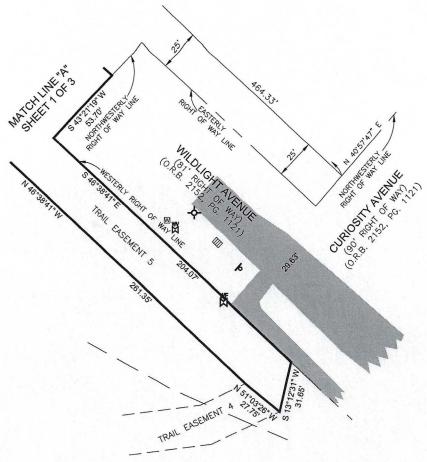
Description and Location of Lending Library



MAP SHOWING SKETCH & DESCRIPTION OF

BEING A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST ALL IN NASSAU COUNTY, FLORIDA





CERTIFIED TO:

Wildlight LLC

LEGEND:

= CATCH BASIN
W = WATER METER

o = SIGN

= WATER VALUE = WATER FAUCET

= ASPHALT PAVEMENT

ACREAGE T	ABLE
TRAIL EASEMENT 5	0.42 ACRES±

SEE SHEET 3 FOR GENERAL NOTES AND DESCRIPTION THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 3



SHEET 2 OF 3

L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400

FAX (904) 786-1479

LICENSED BUSINESS No. 6888

OLDWORLD KNOWLEDGE... NEW AGE TECHNOLOGY W.O. NO.: 19-310-A7 DATE: 04/20/2020 DRAFTED BY: DHB CHECKED BY: RJJ CAD FILE: 19310 TRAIL EASEMENT 5.DWG FB N/A PG

MAP SHOWING SKETCH & DESCRIPTION

OF

BEING A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST ALL IN NASSAU COUNTY, FLORIDA

Trail Easement 5

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East and the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Tract 5, as shown on the plat of East Nassau -Wildlight Phase 1c-West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida; thence S 43'21'19" W, a distance of 12.50 feet to the Point of Beginning; thence S 49'40'53" E, a distance of 214.66 feet; thence S 10'08'44" E, a distance of 86.04 feet; thence S 46'38'41" E, a distance of 32.67 feet to a point on the Northwesterly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Northwesterly Right of Way line, S 43'21'19" W, a distance of 53.70 feet to a point on the Westerly Right of Way line of said Wildlight Avenue; thence departing said Northwesterly Right of Way line and on said Westerly Right of Way line, S 46 38 41" E, a distance of 204.07 feet; thence departing said Westerly Right of Way line, S 13'12'31" W, a distance of 31.65 feet; thence N 51°03'26" W, a distance of 27.75 feet; thence N 46°38'41" W, a distance of 261.35 feet; thence N 50°59'38" E, a distance of 72.53 feet; thence N 10°08'44" W, a distance of 62.28 feet; thence N 49°40'53" W, a distance of 207.00 feet; thence N 43°21'19" E, a distance of 25.04 feet to the Point of Beginning.

	LINE TABLE	
LINE #	BEARING	LENGTH
L1	S 43'21'19" W	12.50'

ACREAGE	TABLE
TRAIL EASEMENT 5	0.42 ACRES±

CERTIFIED TO:

Wildlight LLC

SURVEYORS NOTES:

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) DISTANCES AND COMPUTED ACREAGE REFER TO GROUND UNITS AND ARE MEASURED IN FEET.
- 3.) BEARINGS SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE BASED ON CONTROL POINTS PID DE5905, DESIGNATION NASSAU 20 AND PID DE5904, DESIGNATION NASSAU 19, BASE BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF CURIOSITY AVENUE, SAID LINE HAVING A GRID BEARING OF N 40'57'47" E.
- 4.) SOURCES OF INFORMATION:

CHECKED BY: RJJ

* BOUNDARY SURVEY BY THIS FIRM, W.O. NO.: 19-063, DATED 05/01/2019

SEE SHEET 3 FOR GENERAL NOTES AND DESCRIPTION THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 3



SHEET 3 OF 3

L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400

FAX (904) 786-1479

LICENSED BUSINESS No. 6888

W.O. NO.: 19-310-A7 DRAFTED BY: DHB DATE: 04/20/2020 CAD FILE: 19310 TRAIL EASEMENT 5.DWG FB N/A PG



You Might Also Like









Screw In Library Post with Topper

EAST NASSAU STEWARDSHIP DISTRICT

EAST NASSAU STEWARDSHIP DISTRICT FINANCIAL STATEMENTS UNAUDITED AUGUST 31, 2020

EAST NASSAU STEWARDSHIP DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS AUGUST 31, 2020

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS					
Cash	\$ 391,293	\$ -	\$ -	\$ -	\$ 391,293
Investments					
Revenue	-	-	41,255	-	41,255
Reserve	-	-	179,366	-	179,366
Construction	-	-	-	999,283	999,283
Due from general fund	-	315,693	-	-	315,693
Utility deposits		50			50
Total assets	\$ 391,293	\$ 315,743	\$ 220,621	\$ 999,283	\$ 1,926,940
LIABILITIES AND FUND BALANCES Liabilities: Due to special revenue fund Landowner advance Total liabilities	\$ 315,693 6,500 322,193	\$ - - -	\$ - - -	\$ - - -	\$ 315,693 6,500 322,193
Fund balances: Restricted for:					
Debt service	-	-	220,621	_	220,621
Capital projects	-	-	-	999,283	999,283
Unassigned	69,100	315,743	-	-	384,843
Total fund balances	69,100	315,743	220,621	999,283	1,604,747
Total liabilities and fund balances	\$ 391,293	\$ 315,743	\$ 220,621	\$ 999,283	\$ 1,926,940

EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND FOR THE PERIOD ENDED AUGUST 31, 2020

	Current	Year to		% of
	Month	Date	Budget	Budget
REVENUES	•			
Assessment levy: on-roll - net	\$ -	\$ 3,883	\$ 3,853	101%
Assessment levy: off-roll	-	160,547	160,547	100%
Landowner contribution	3,869	106,462	90,000	118%
Interest and miscellaneous		4,900		N/A
Total revenues	3,869	275,792	254,400	108%
EXPENDITURES				
Professional & administrative				
District engineer	-	7,609	20,000	38%
General counsel	1,284	28,571	50,000	57%
Legal: litigation	3,869	64,388	90,000	72%
District manager	4,000	44,000	48,000	92%
Debt service fund accounting: master bonds	625	6,875	7,500	92%
Arbitrage rebate calculation	-	-	750	0%
Audit	-	3,100	6,500	48%
Postage	22	176	1,000	18%
Printing and binding	83	917	1,000	92%
Insurance - GL, POL	-	10,978	12,000	91%
Legal advertising	4,204	5,962	6,000	99%
Miscellaneous- bank charges	153	437	950	46%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	199	200	100%
Dissemination agent	83	917	1,000	92%
Annual district filing fee	-	175	175	100%
Trustee (related to master bonds)	-	3,709	8,500	44%
Property taxes		7,095		N/A
Total professional & administrative	14,323	185,813	254,280	73%
Other fees & charges				
Property appraiser and tax collector	_	86	120	72%
Total other fees & charges		86	120	72%
Total expenditures	14,323	185,899	254,400	73%
•				
Excess/(deficiency) of revenues				
over/(under) expenditures	(10,454)	89,893	-	
Fund balances - beginning	79,554	(20,793)		
Fund balances - ending	\$ 69,100	\$ 69,100	\$ -	

EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES SPECIAL REVENUE FUND FOR THE PERIOD ENDED AUGUST 31, 2020

	Current Month	Year to Date	Budget	% of Budget
REVENUES		Date	Daaget	Daaget
Assessment levy: on-roll - net	\$ -	\$128,132	\$ 127,435	101%
Assessment levy: off-roll	-	117,576	117,576	100%
Total revenues		245,708	245,011	100%
EXPENDITURES				
Field operations				
Field operations	-	10,613	14,575	73%
Administration and accounting	-	-	2,500	0%
Wetland and conservation maintenance	-	-	5,250	0%
Landscape	10,025	68,928	116,630	59%
Lake maintenance	-	-	7,594	0%
Pest control	-	-	1,000	0%
Street cleaning	-	-	12,000	0%
Street light lease	1,202	13,021	17,550	74%
Repairs & maintenance	222	3,704	13,676	27%
Electricity	23	92	2,340	4%
Irrigation (potable)	-	6,240	27,694	23%
Landscape replacement	-	327	12,220	3%
Parts & supplies	-	386	3,000	13%
Insurance	-	-	5,000	0%
Total expenditures	11,472	103,311	241,029	43%
Other fees & charges				
Property appraiser and tax collector		2,861	3,982	72%
Total other fees & charges	-	2,861	3,982	72%
Total expenditures	11,472	106,172	245,011	43%
Excess/(deficiency) of revenues				
over/(under) expenditures	(11,472)	139,536	-	
Fund balances - beginning	327,215	176,207	7,874	
Fund balances - ending	\$315,743	\$315,743	\$ 7,874	

EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2018 FOR THE PERIOD ENDED AUGUST 31, 2020

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll - net	\$ -	\$ 91,134	\$ 91,693	99%
Special assessment: off-roll	-	167,486	269,820	62%
Lot closing	6,899	6,899	-	N/A
Interest	2	1,887		N/A
Total revenues	6,901	267,406	361,513	74%
EXPENDITURES				
Debt service				
Principal	-	85,000	85,000	100%
Principal prepayment	-	20,000	-	N/A
Interest		275,922	276,300	100%
Total debt service		380,922	361,300	105%
Other fees & charges				
Property appraiser	-	225	955	24%
Tax collector		1,813	1,910	95%
Total other fees and charges		2,038	2,865	71%
Total expenditures		382,960	364,165	105%
Excess/(deficiency) of revenues				
over/(under) expenditures	6,901	(115,554)	(2,652)	
OTHER FINANCING SOURCES/(USES)				
Transfers out	=	(3,165)		N/A
Total other financing sources		(3,165)		N/A
Net change in fund balances	6,901	(118,719)	(2,652)	
Fund balances - beginning	213,720	339,340	322,613	-
Fund balances - ending	\$220,621	\$220,621	\$319,961	=

EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2018 FOR THE PERIOD ENDED AUGUST 31, 2020

	Current Month	Year To Date
REVENUES		
Interest	\$ 5	\$ 7,324
Total revenues	5	7,324
EXPENDITURES		
Capital outlay	630	17,806
Total expenditures	630	17,806
Excess/(deficiency) of revenues over/(under) expenditures	(625)	(10,482)
OTHER FINANCING SOURCES/(USES)		
Transfers in		3,165
Total other financing sources/(uses)		3,165
Net change in fund balances	(625)	(7,317)
Fund balances - beginning	999,908	1,006,600
Fund balances - ending	\$ 999,283	\$ 999,283

EAST NASSAU STEWARDSHIP DISTRICT

DRAFT

1 2 3		INUTES OF MEETING SAU STEWARDSHIP DISTRICT
4	The Governing Board of the E	East Nassau Stewardship District held Telephonic Public
5	Hearings and a Meeting on Augus	st 20, 2020, at 10:00 a.m., remotely, via Zoom, at
6		647?pwd=dUpOc0tRNWdMaUhTOUVjaXhGbFIrQT09 and
7		3036 5647, Passcode: 218271, for both.
	at 1 040 330 8030 03, McCting 15. 730	3030 3047, 1 asseoue. 216271, 101 botti.
8		
9	Present at the meeting, were:	
10 11	Mike Hahaj	Chair
 12	Dan Roach	Vice Chair
13	Janet Price	Assistant Secretary
14		,
15	Also present, were:	
16		
17	Craig Wrathell	District Manager
18	Cindy Cerbone	Wrathell Hunt and Associates, LLC
19	Daniel Rom	Wrathell Hunt and Associates, LLC
20	Jonathan Johnson	District Counsel
21	Zach Brecht	District Engineer
22	Amy Norsworthy	Field Operations Manager
23	Wes Hinton	Rayonier
24		
25		
26	FIRST ORDER OF BUSINESS	Call to Order
27	No. Merchall called the constitution	
28	Mr. Wrathell called the meeting	g to order at 10:01 a.m.
29		
30	SECOND ORDER OF BUSINESS	Roll Call
31		
32	Supervisors Hahaj, Roach and	Price were present. Supervisors Fancher and Hord were
33	not present. In consideration of the Co	OVID-19 pandemic, this meeting was being held virtually,
34	via Zoom, and telephonically, as per	mitted under the Florida Governor's current Executive
35	Orders, which allows local government	tal public meetings to occur by means of communications
36	media technology, including virtually a	nd via telephone through September 30, 2020.
37	J., J.,	· · · · · · · · · · · · · · · · · · ·
<i>,</i>		

THIRD ORDER OF BUSINESS

Chairman's Opening Remarks

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- Mr. Hahaj thanked everyone for attending and wished everyone good health. He gave an update on the following activities at Wildlight:
- The Catholic Diocese opened the St. Clare Early Learning Center.
- 44 > US Health and the YMCA plan to open later this year.
- 45 The next phase of development was progressing.

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FOURTH ORDER OF BUSINESS

Public Comments (limited to 3 minutes per

person)

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There were no public comments.

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FIFTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year

2020/2021 Budget

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A. Proof/Affidavit of Publication

The affidavit of publication was provided for informational purposes.

B. Consideration of Resolution 2020-11, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Wrathell stated that the proposed Fiscal Year 2021 budget was unchanged since the last meeting. He reviewed line item adjustments over the Fiscal Year 2020 budget and explained the reasons for any adjustments. Ms. Norsworthy stated the "Field operations" increase was for some common areas coming online; the figures were based on square footage with numbers provided by the Developer. Mr. Wrathell and Ms. Norsworthy responded to questions about using potable water since reclaimed water was not expected in the area for two to three years, the District being charged at the reclaimed water rate, maintenance of the frontage along A1A and Phase 1c1, whether to consider using a portion of fund reserve balance to offset the assessment increase, etc.

71 72		On MOTION by Mr. Roach and second Public Hearing was opened.	ed by Ms. Price, with all in favor, the	
73 74 75		No members of the public spoke.		
76				
77 78 79		On MOTION by Ms. Price and seconder Public Hearing was closed.	ed by Mr. Hahaj, with all in favor, the	
80 81		The following changes would be made to	the proposed Fiscal Year 2021 budget:	
82		Page 4, Special Revenue Fund: Transfe	er \$100,000 of fund balance to Operations &	
83	Maint	tenance (O&M) assessments, to offset prop	oosed assessment increase.	
84		Page 2 and throughout: Update expendit	ure definitions as needed.	
85		Page 10, Resident - SF 70: Confirm "(2)" is correct.		
86		Mr. Wrathell presented Resolution 2020	-11.	
87				
88 89 90 91 92		Resolution 2020-11, Relating to the Ar Budget for the Fiscal Year Beginning O	nded by Ms. Price, with all in favor, inual Appropriations and Adopting the ctober 1, 2020, and Ending September udget Amendments; and Providing an	
93 94 95 96 97 98 99	SIXTH	I ORDER OF BUSINESS	Public Hearing to Hear Comments and Objections on the Imposition of Operations and Maintenance Special Assessments to Fund the Budget for Fiscal Year 2020/2021, Pursuant to Florida Law	
100 101	Α.	Proof/Affidavit of Publication		
102		The affidavit of publication was provided	for informational purposes.	
103	В.	Mailed Notice(s) to Property Owner(s)		
104		A copy of the Mailed Notice was included	for informational purposes.	
105	C.	Consideration of Resolution 2020-12, M	aking a Determination of Benefit and Imposing	
106		Special Assessments for Fiscal Year 2	2020/2021; Providing for the Collection and	
107		Enforcement of Special Assessments;	Including But Not Limited to Penalties and	

Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the 108 109 Assessment Roll; Providing a Severability Clause; and Providing an Effective Date 110 Mr. Wrathell presented Resolution 2020-12. 111 On MOTION by Mr. Roach and seconded by Ms. Price, with all in favor, the 112 113 Public Hearing was opened. 114 115 116 No members of the public spoke. 117 On MOTION by Mr. Hahaj and seconded by Mr. Roach, with all in favor, the 118 119 **Public Hearing was closed.** 120 121 122 Mr. Wrathell presented Resolution 2020-12. 123 124 On MOTION by Ms. Price and seconded by Mr. Roach, with all in favor, 2020-12, Making a Determination of Benefit and Imposing Special Assessments for 125 126 Fiscal Year 2020/2021; Providing for the Collection and Enforcement of Special Assessments; Including But Not Limited to Penalties and Interest Thereon; 127 128 Certifying an Assessment Roll; Providing for Amendments to the Assessment 129 Roll; Providing a Severability Clause; and Providing an Effective Date, as amended, was adopted. 130 131 132 133

SEVENTH ORDER OF BUSINESS

Presentation of Audited Annual Financial Report for Fiscal Year Ended September 30, 2019, Prepared by Berger, Toombs, Elam, Gaines & Frank

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Mr. Wrathell presented the Audited Annual Financial Report for Fiscal Year Ended September 30, 2019, and described the information that could be found on each page. This was a clean, unqualified audit; there were no findings, deficiencies or instances of noncompliance. Regarding any internal control procedures during the COVID-19 pandemic, Mr. Wrathell stated that the separation of responsibilities process remains in place; the only change was that Staff now works remotely.

144

145 146 147 148 149 150	EIGHTH ORDER OF BUSINESS Mr. Wrathell presented Resolution 2020-13	Consideration of Resolution 2020-13, Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2019	
151	·		
152 153 154 155	Resolution 2020-13, Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2019, was adopted.		
156 157 158 159 160 161 162 163	NINTH ORDER OF BUSINESS	Consideration of Resolution 2020-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021 and Providing for an Effective Date	
164	Mr. Wrathell presented Resolution 2020-14. The Landowners' Election would be held at		
165	the upcoming Landowners' Meeting. Landowners and/or Landowner proxies may nominate		
166	individuals to serve on the Board and cast votes for the nominees.		
167			
168 169 170 171 172	On MOTION by Mr. Hahaj and seconder Resolution 2020-14, Designating Dates, Meetings of the Board of Supervisors of the Board Providing for an Effective Date, was additional to the Board of Supervisors of the Board Providing for an Effective Date, was additional to the Board of Supervisors of of Superviso	Times and Locations for Regular he District for Fiscal Year 2020/2021	
173 174 175 176 177 178	TENTH ORDER OF BUSINESS	Consideration of Amendment #2 to Martex Landscape Management Agreement – Proposal to Maintain Large Retention Pond Adjacent to Trail Network	
179	Ms. Norsworthy presented Amendment	#2 to the Martex Landscape Management	
180	Agreement proposal, adding the large retention pond adjacent to the trail network, behind St.		
181	Clare, to the maintenance contract. This was inadvertently omitted when the ponds were		
182	conveyed to the District. Due to the plant materials in that area, the costs were higher than		
183	usual, as it required line trimming the slope, which is more labor intensive.		

On MOTION by Mr. Hahaj and seconded by Mr. Roach, with all in fa Amendment #2 to Martex Landscape Management Agreement and Pro Maintain the Large Retention Pond Adjacent to Trail Network, in a exceed amount of \$21,120.40, was approved.			Proposal to		
189 190 191 192	ELEVE	NTH ORDER OF BUSINESS	Consideration Proposals	of Lak	e Maintenance
193	Α.	ENSD – Lake Management			
194	В.	Wildlight Lake Maintenance			
195	C.	Phase 1c West Plan Recorded			
196	D.	Wildlight – SOLitude Services Agreement Sites 1-7			
197	E.	Phase 1c West Plan Recorded			
198		Ms. Norsworthy presented the proposals for lake maintenance services. Discussion			
199	ensue	ued regarding the vendors, the ability of vendors to provide additional services over the			
200	others	others, price, etc. The consensus was to award contract to SOLitude.			
201					
202 203 204 205 206 207		On MOTION by Mr. Hahaj seconded by It the Lake Maintenance Contract to SOLitexceed amount of \$7,632.00, authorizing Agreement and granting the Chair author	tude Lake Manag District Counsel	gement, in to prepare	a not-to- a Form of
208 209 210	TWELI	FTH ORDER OF BUSINESS	Acceptance of Statements as of		idited Financial 2020
211212		Mr. Wrathell presented the Unaudited Fin	ancial Statements	as of June	30, 2020.
213214215		On MOTION by Mr. Roach seconded I Unaudited Financial Statements as of June	=		favor, the
216217218219	THIRT	EENTH ORDER OF BUSINESS	Approval of I Public Meeting	-	2020 Telephonic
219220221		Mr. Wrathell presented the May 21, 2020	Telephonic Public	Meeting N	∕linutes.

222		-	nded by Mr. Hahaj, with all in favor, the May
223 224		21, 2020 Telephonic Public Meetin	g Minutes, as presented, were approved.
225			
226	FOUI	RTEENTH ORDER OF BUSINESS	Staff Reports
227 228	A.	District Counsel: Hopping Green &	Sam, P.A.
229		Mr. Johnson stated he hoped to clo	ose out the litigation soon, absent any further action,
230	as th	e County's motion for rehearing was o	denied. He would continue monitoring for changes to
231	the G	Governor's executive orders.	
232	В.	District Engineer: England-Thims &	Miller, Inc.
233		There being no report, the next iter	n followed.
234	C.	District Manager: Wrathell, Hunt a	nd Associates, LLC
235		NEXT MEETING DATE: Septe	ember 17, 2020 at 10:00 A.M.
236		O QUORUM CHECK	
237		The next meeting will be held on Se	ptember 17, 2020 at 10:00 a.m.
238			
239 240	FIFTE	ENTH ORDER OF BUSINESS	Board Members' Comments/Requests
240 241		Regarding Mr. Hahaj's question of	whether the District is required to notify residents of
242	the c	change in assessments, it was noted t	hat the reduced assessments would be reflected on
243	the t	ax bills.	
244			
245	SIXT	EENTH ORDER OF BUSINESS	Public Comments
246 247		There being no public comments, the	ne next item followed.
248			
249	SEVE	NTEENTH ORDER OF BUSINESS	Adjournment
250			
251		There being nothing further to discu	uss, the meeting adjourned.
252			
253 254		On MOTION by Mr. Hahaj and se meeting adjourned at approximate	conded by Mr. Roach, with all in favor, the
		meeting adjourned at approximate	.,

	EAST NASSAU STEWARDSHIP DISTRICT	DRAFT	August 20, 2020
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262	Secretary/Assistant Secretary	Chair/Vice Chair	

EAST NASSAU STEWARDSHIP DISTRICT

EAST NASSAU STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION(S)

Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034 Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 15, 2020	Virtual Regular Meeting	10:00 AM

Join Zoom Meeting: https://us04web.zoom.us/j/73757650194?pwd=Q25jS3hhek95eU55UHYvcWRhN0JBZz09

Meeting ID: 737 5765 0194 Passcode: 165726

Phone in: 1 646 558 8656 US Meeting ID: 737 5765 0194 Passcode: 165726 LOCATION: Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034 November 3, 2020 Landowners' Meeting 10:00 AM November 19, 2020 **Regular Meeting** 10:00 AM December 17, 2020 **Regular Meeting** 10:00 AM **LOCATION**: Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097 January 21, 2021 **Regular Meeting** 10:00 AM **February 18, 2021 Regular Meeting** 10:00 AM March 18, 2021 **Regular Meeting** 10:00 AM April 15, 2021 **Regular Meeting** 10:00 AM May 20, 2021 **Regular Meeting** 10:00 AM June 17, 2021 **Regular Meeting** 10:00 AM July 15, 2021 **Regular Meeting** 10:00 AM **Public Hearing & Regular Meeting** 10:00 AM August 19, 2021 **September 16, 2021 Regular Meeting** 10:00 AM

In the event that the COVID-19 public health emergency prevents the meetings from occurring in-person, the District may conduct the meetings by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, 20-150, 20-179 and 20-193 issued by Governor, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.