

**EAST NASSAU
STEWARDSHIP
DISTRICT**

June 15, 2023

GOVERNING BOARD

**REGULAR MEETING
AGENDA**

**EAST NASSAU
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

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

June 8, 2023

Governing Board
East Nassau Stewardship District

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

Dear Board Members:

The Governing Board of the East Nassau Stewardship District will hold a Regular Meeting on June 15, 2023 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. 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. Acceptance of Resignation of Michael Lombardo, Seat 5 *(Term Expires November 2024)*
 - Consideration of Appointment to Fill Unexpired Term of Seat 3
 - A. Administration of Oath of Office to Newly Appointed Supervisor *(the following to be provided in separate package)*
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interest
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B: Memorandum of Voting Conflict
6. Consideration of Resolution 2023-08, Designating Certain Officers of the District; and Providing for an Effective Date

7. Consideration of Resolution 2023-07, Designating the Location of the Local District Records Office and Providing an Effective Date
8. Consideration of FPL LED Lighting Agreement – Phase 5 (Encore)
9. Consideration of First Amendment to the Cost Share Agreement for the Use of Office Space
10. Authorization of RFP for Landscape & Irrigation Maintenance Services
11. Acceptance of Unaudited Financial Statements as of April 30, 2023
12. Approval of May 18, 2023 Regular Meeting Minutes
13. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*
 - B. District Engineer: *England-Thims & Miller, Inc.*
 - C. Field Operations: *CCMC*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: July 20, 2023 at 10:00 AM

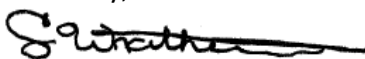
○ QUORUM CHECK

SEAT 1	MIKE HAHAJ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	ROB FANCHER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	TOMMY JINKS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JAIME NORTHRUP	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	MICHAEL LOMBARDO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 782 134 6157

**EAST NASSAU
STEWARDSHIP DISTRICT**

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NOTICE OF TENDER OF RESIGNATION

To: Governing Board
East Nassau Stewardship District
Attn: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Michael Lombardo
Printed Name

Date: 6/19/2023
Date

I hereby tender my resignation as a member of the Governing Board of the *East Nassau Stewardship District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Governing Board.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Michael Lombardo
Signature

**EAST NASSAU
STEWARDSHIP DISTRICT**

6

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the East Nassau Stewardship District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida, being situated entirely within Nassau County, Florida; and

WHEREAS, the Governing Board of the District desires to appoint the below-recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF EAST NASSAU STEWARDSHIP DISTRICT:

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Ernesto Torres is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this 15th day of June, 2023.

ATTEST:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**EAST NASSAU
STEWARDSHIP DISTRICT**

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RESOLUTION 2023-07

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the East Nassau Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida, and Chapter 189, Florida Statutes, being situated entirely within Nassau County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, District records are available for public review and inspection at the offices of 57 Homegrown Way, Unit 300, Wildlight, Florida 32097.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT:

SECTION 1. The District’s local records office shall be located at 57 Homegrown Way, Unit 300, Wildlight, Florida 32097.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 15th day of June, 2023.

Attest:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**EAST NASSAU
STEWARDSHIP DISTRICT**

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FPL Account Number: 561865411

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, EAST NASSAU STEWARDSHIP DISTRICT (hereinafter called the Customer), requests on this 31st day of May, 2023, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Phase 5 (Encore), located in Ormond Beach, Florida.

- (a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
GE EPTC	65	7300	4K	42	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
20' Fiberglass Pole	42	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): _____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$431.89. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

EAST NASSAU STEWARDSHIP DISTRICT

Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: _____
(Signature)

Chris Venoy
(Print or type name)

Title: FPL LT-1 Representative

Cover Sheet: WR#11729998

42 GE EPTC on 20' Fiberglass Poles

Page 1 of 8

INACCESSIBLE

13KV

FUTURE 23KV

23KV

SALT SPRAY

ROCK

COPYRIGHT 2014 FPL ALL RIGHTS RESERVED

- THE MATERIAL CONTAINED HEREIN MAY CONTAIN INACCURACIES. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES.
 - THE USER IS WARNED TO UTILIZE AT HIS/HER OWN RISK. USER ASSUMES RISK OF ANY AND ALL LOSS.

CAUTION
 - THIS DRAWING IS MERELY AN APPROXIMATION. EXACT LOCATION OF FPL COMPANY UNDERGROUND FACILITIES MUST BE DETERMINED PRIOR TO ANY SUBSURFACE OPERATIONS IN THIS AREA.
 - ALL BOUNDARIES ARE APPROXIMATE. ONLY ACCURATE ON THE DAY OF THIS TRANSMISSION. FACILITY LOCATION AND DEPTH SUBJECT TO CHANGE WITHOUT NOTICE. NOT TO BE USED FOR SURVEY OR EXCAVATION PURPOSES.

NOTE: THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.

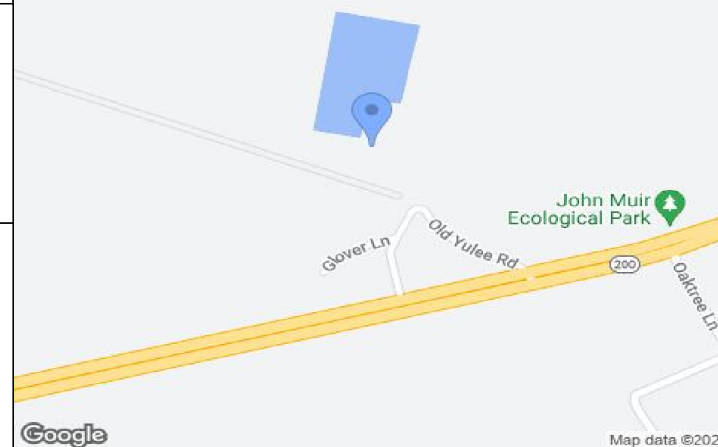
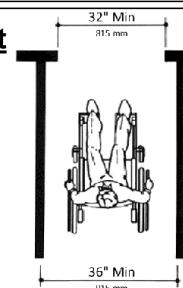
**PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
 CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES**

**CALL SUNSHINE #811
 48 HOURS BEFORE YOU DIG
 LOCATE MARKINGS COLOR CODE**

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

American Disabilities Act

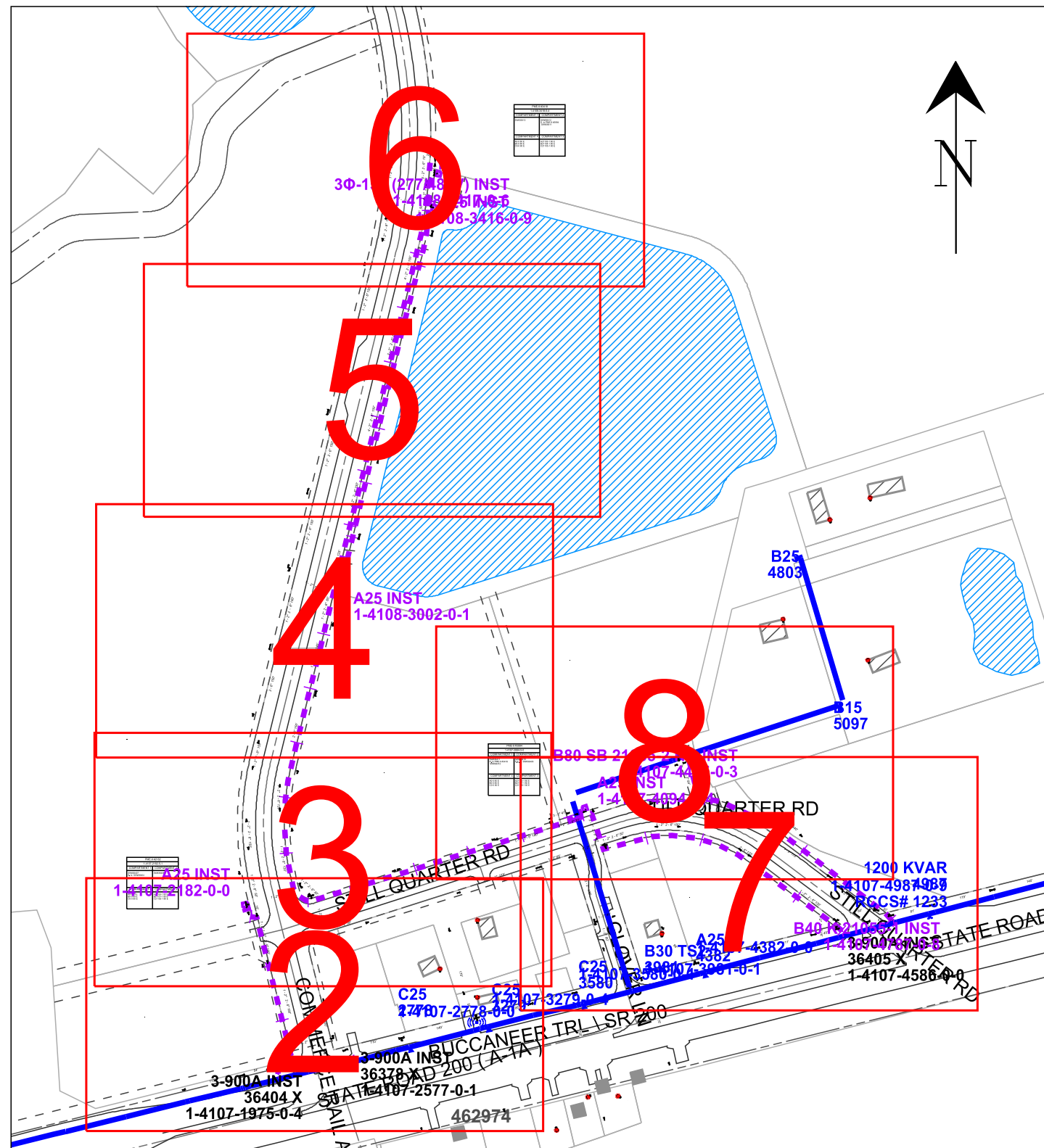
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



CONSTRUCTION NOTES:

REQUIRED DRAWINGS: 1R1244800, 1R1244802, 1R1244803, 1R1244804, 1S1244801

- TRENCH:**
 - CENTERLINE OF TRENCH IS 5 FT OUTSIDE R/W EASEMENT:
 - 10 FEET FRONT, 20' AROUND SWITCH CABINETS
 - MAINTAIN A MINIMUM OF 12" SEPERATON FROM ALL OTHER UTILITIES
 - INSTALL #12C WIRE ALONGSIDE EMPTY COUNDUIT RUNS
 - EXTEND PVC 10FT FROM TX FOR FUTURE SERVICES
 - CUSTOMER INSTALLED CONDUIT: ALL CABLE:
 - FNC IS 3 - 1K 25KV IN 1- 6" PVC WITH 42" COVER, 1-6" SPARE INSTALLED WITH 6" FNC
 - 1PN1C IS 1CC #1/0A 25KV-XLPE IN 1-2" PVC WITH 36" MIN COVER
 - SECONDARY IS #4/0 TPX HM-HD IN 1-2" PVC WITH 36" MIN COVER (UNLESS NOTED)
 - STREET LIGHT IS #6 DPX IN 1 - 2" PVC WITH 36" COVER
 - ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER
 - (XXX') DENOTES CABLE PULL DISTANCE
 - UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
 - INSTALL NEUTRAL BOND FOR COMMUNICATION COMPANIES AT ALL SINGLE PHASE TRANSFORMERS PER D.C.S. G-11.0.0
 - ALL HANDHOLES ARE 24" (UNLESS NOTED)
 - ALL TRANSFORMERS ARE LOW STYLE (UNLESS NOTED)
 - EXTEND SERVICE PVC 10 ft INTO CUSTOMER PROPERTY FUSING:
 - FUSE ALL PHASES AT 50E
STREET LIGHTS:
 - STREET LIGHTS ARE 9500L HPSV TRADITIONAL ON 20 FT FIBERGLASS POLES - FPL OWNED AND MAINTAINED



REVISION
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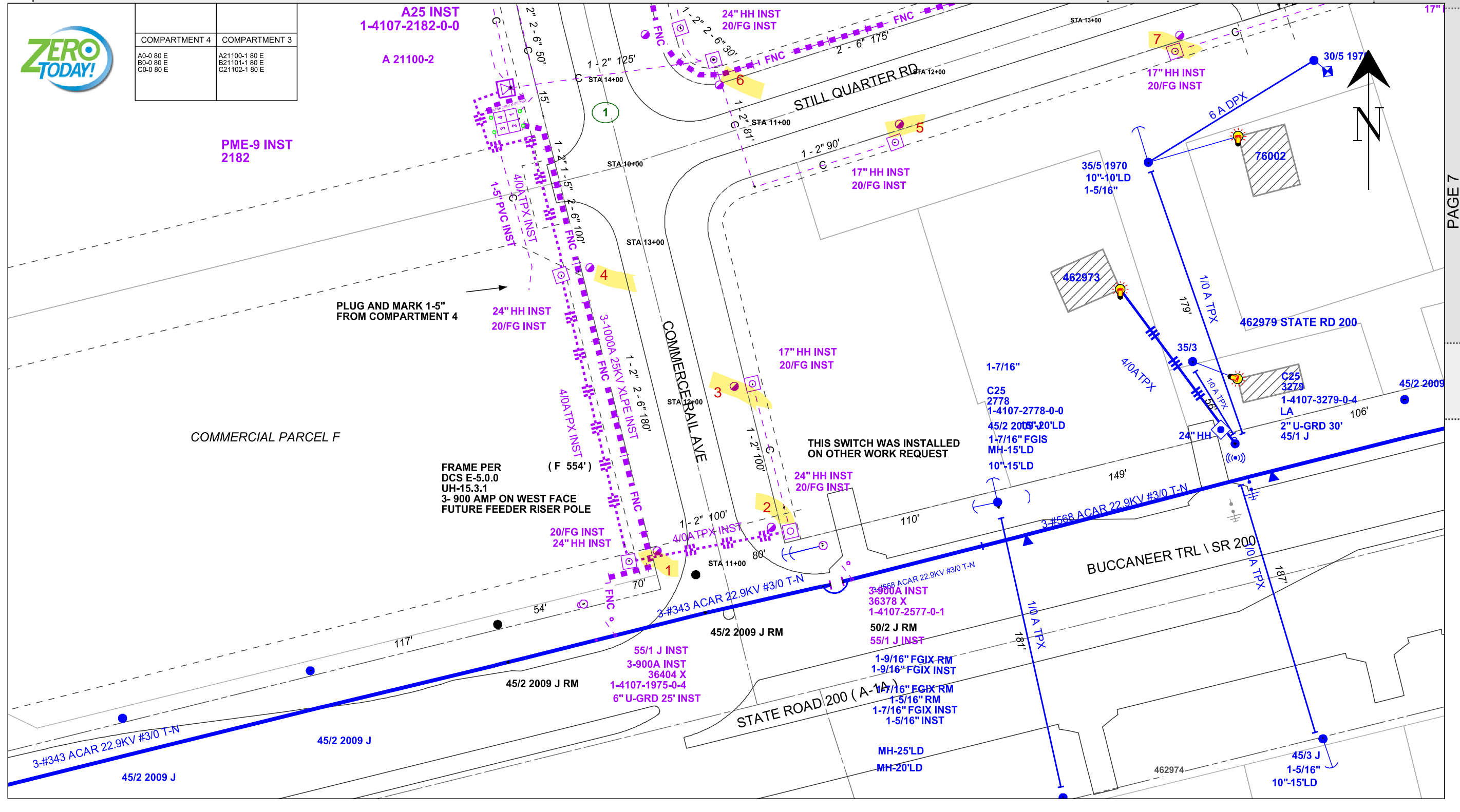
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1		
2		
3		
4		



Easement? <input type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>
Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>
	STATE RD <input type="checkbox"/>	FAA <input type="checkbox"/>	
	WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>
	TRANSM. <input type="checkbox"/>		
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	



Job Owner:	Joshua Keown	M/A: NF	Township: 03 Range: 27 Section 00
Designer:	Joshua Keown	79BFUG - 462973 SR 200 - UG FEEDER - PM TX FOR LIFT STATION AND FPL LIGHTS	
Date:	02/17/2023		
Scale: 1" = 267'		462973 SR 200, YULEE, 32097	
0' 267' 533'		Dwg No. 11729998_11x17 UG.xml	Map No. GJ1231
		WR: 11729998	Page 1 of 8



ZERO TODAY!	
COMPARTMENT 4	COMPARTMENT 3
A0-0 80 E B0-0 80 E C0-0 80 E	A21100-1 80 E B21101-1 80 E C21102-1 80 E

REVISION
 Size: 11 x 17
 PRINTED BY: jk0vy0
 PLOT DATE/TIME: 02/17/2023 14:25:00

DATE	IPC
	1
	2
	3
	4

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.			
Supervisor's Signature	Date		
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.			
Foreman's Signature	Date		

Easement? []	Tree Work? []	Tree Access? []	Tree Staking Req'd? []
Designer/Stake? []	CT/Special Mtr? []	Work with SMO? []	Survey/Stake? []
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY []	COUNTY RD []	COUNTY AIR []
	WMD []	RR XING []	DR. DIST. []
Requested Tel. Co. Set Poles? []	Requested Tel. Co. Transfer? []	Request CATV Transfer? []	

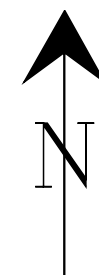


Job Owner:	Joshua Keown	M/A: NF	Township: 02 Range: 27 Section 44
Designer:	Joshua Keown	79BFUG - 462973 SR 200 - UG FEEDER - PM TX FOR LIFT STATION AND FPL LIGHTS	
Date:	02/17/2023		
Scale: 1" = 60'		462973 SR 200, YULEE, 32097	
0' 60' 120'		Dwg No. 11729998_11x17 UG.xml	Map No. GJ1228
		WR: 11729998	Page 2 of 8



INDUSTRIAL PARCEL A

INDUSTRIAL PARCEL B



PME-9 #3994	
1-4107-3994-5-0	
COMPARTMENT 1	COMPARTMENT 2
SW#36411 N. to PME-9 #3418 SW#36412	SW#36410 S.E. to SW#36405
COMPARTMENT 4	COMPARTMENT 3
A0-0 80 E B0-0 80 E C0-0 80 E	A21106-1 80 E B21107-1 80 E C21108-1 80 E

PLUG AND MARK 3 - 2"
OUT OF COMPARTMENT 4

PLUG AND MARK 3 - 2"
10' N/O PM TX.
2 - 2" FROM COMP 3
1 FROM PM TX

PME-9 #2182	
1-4107-2182-5-1	
COMPARTMENT 1	COMPARTMENT 2
SW#36407 S. to SW#36404	SW#36408
COMPARTMENT 4	COMPARTMENT 3
A0-0 80 E B0-0 80 E C0-0 80 E	A21100-1 80 E B21101-1 80 E C21102-1 80 E

17" HH INST
20/FG INST
A 21100-3 NO
A25 INST
1-4107-2182-0-0
A 21100-2

PME-9 INST
2182

PLUG AND MARK 1-5"
FROM COMPARTMENT 4

24" HH INST
20/FG INST

FDR SPL BOX INST
17" HH INST
20/FG INST

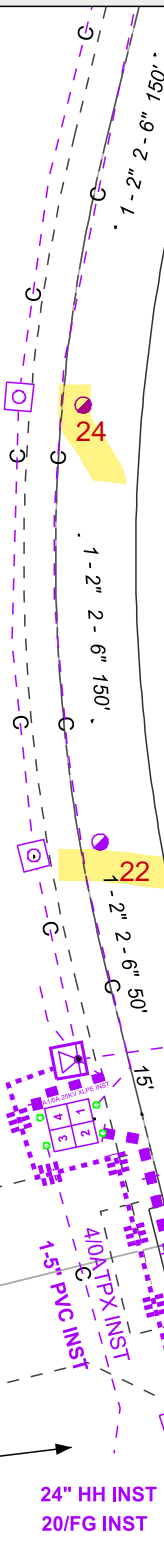
17" HH INST
20/FG INST (F 708')

24" HH INST
20/FG INST

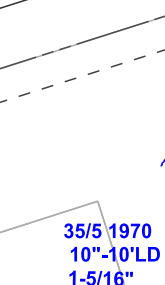
17" HH INST
20/FG INST

17" HH INST
20/FG INST

17" HH INST
20/FG INST



STILL QUARTER RD



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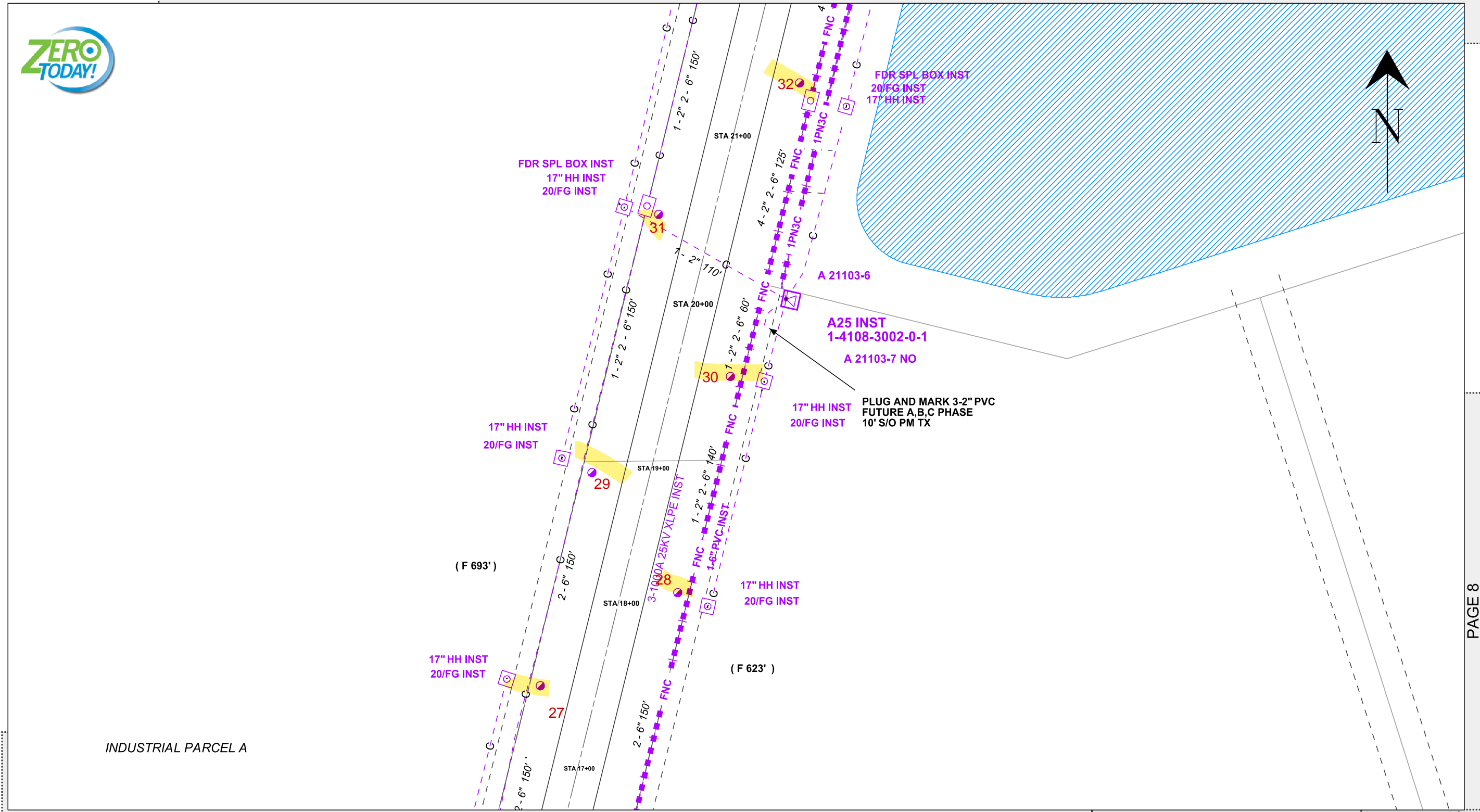
AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.			
Supervisor's Signature		Date	
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.			
Foreman's Signature		Date	

Easement? <input type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>
Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>
	STATE RD <input type="checkbox"/>	FAA <input type="checkbox"/>	
	WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>
	TRANSM. <input type="checkbox"/>		
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	



Job Owner:	Joshua Keown	M/A: NF	Township: 02 Range: 27 Section 44
Designer:	Joshua Keown	79BFUG - 462973 SR 200 - UG FEEDER - PM TX FOR LIFT STATION AND FPL LIGHTS	
Date:	02/17/2023	Scale: 1" = 60'	
462973 SR 200, YULEE, 32097		Dwg No. 11729998_11x17 UG.xml	Map No. GJ1231
WR: 11729998		Page 3 of 8	



INDUSTRIAL PARCEL A

REVISION

DATE

IPC

1
2
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4

Size: 11 x 17

PRINTED BY: jk00vy0

PLOT DATE/TIME: 02/17/2023 14:25:12

PAGE 3

PAGE 7

PAGE 8

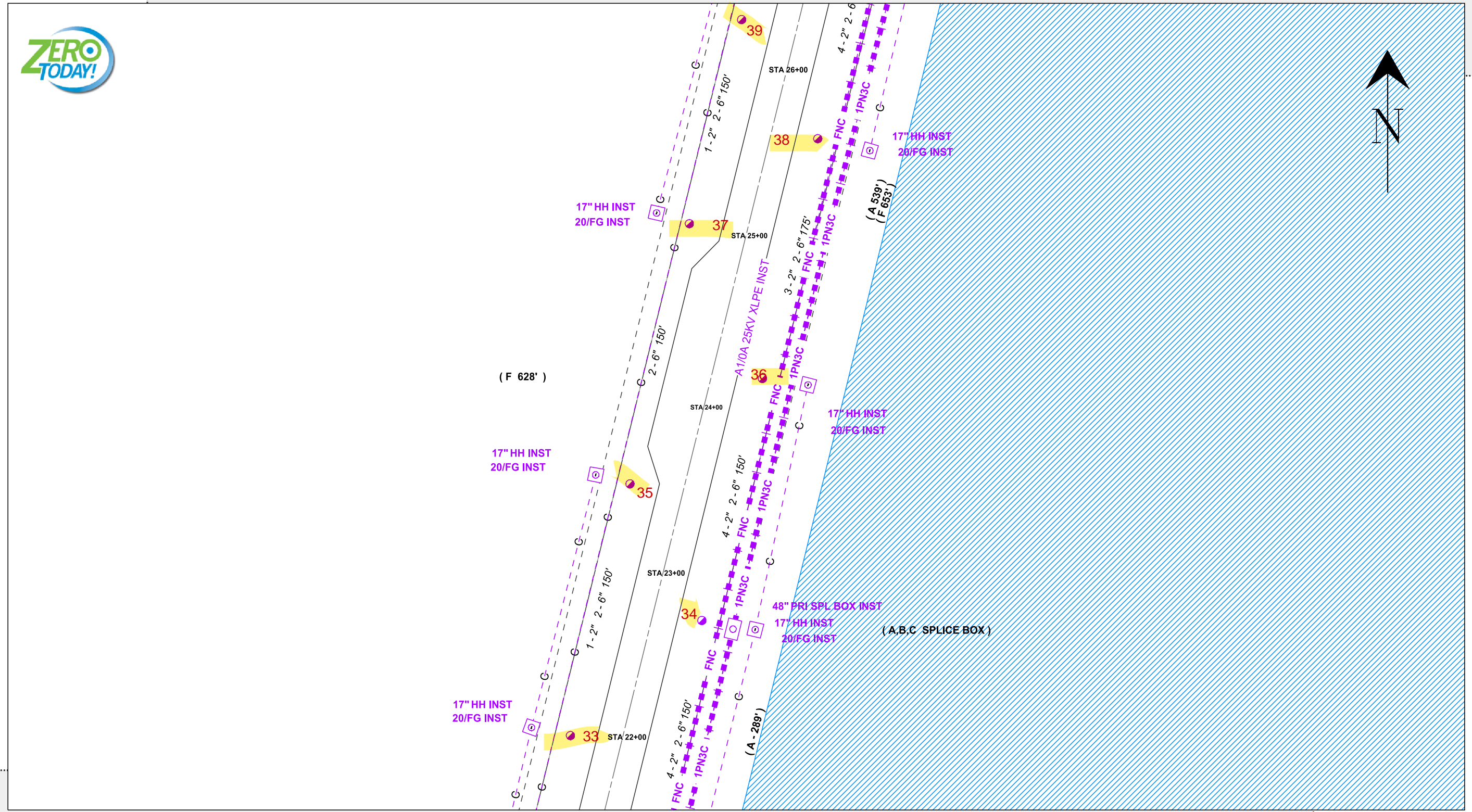
AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.			
Supervisor's Signature		Date	
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.			
Foreman's Signature		Date	

Easement? <input type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>
Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>
	STATE RD <input type="checkbox"/>	FAA <input type="checkbox"/>	
	WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>
	TRANSM. <input type="checkbox"/>		
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	



Job Owner:	Joshua Keown	M/A: NF	Township: 03 Range: 27 Section 00
Designer:	Joshua Keown	79BFUG - 462973 SR 200 - UG FEEDER - PM TX FOR LIFT STATION AND FPL LIGHTS	
Date:	02/17/2023		
Scale: 1" = 60'		462973 SR 200, YULEE, 32097	
0' 60' 120'		Dwg No. 11729998_11x17 UG.xml	Map No. GJ1231
		WR: 11729998	Page 4 of 8



Size: 11 x 17

PRINTED BY: jk0vy0

PLOT DATE/TIME: 02/17/2023 14:25:18

REVISION

DATE

IPC

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AS-BUILT CREW PRINT

AS-BUILT COPY

Foreman's Signature _____ Date _____

Initials _____ Cert. Date _____

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Easement? <input type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>
Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>
	STATE RD <input type="checkbox"/>	FAA <input type="checkbox"/>	
	WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>
	TRANSM. <input type="checkbox"/>		
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	



Job Owner:	Joshua Keown	M/A: NF	Township: 03 Range: 27 Section 00
Designer:	Joshua Keown	79BFUG - 462973 SR 200 - UG FEEDER - PM TX FOR LIFT STATION AND FPL LIGHTS	
Date:	02/17/2023	Scale: 1" = 60'	
0' 60' 120'		462973 SR 200, YULEE, 32097	
Dwg No. 11729998_11x17 UG.xml		Map No. GJ1231	
WR: 11729998		Page 5 of 8	

FEEDERS: YULEE 01465

INACCESSIBLE

13KV

FUTURE 23KV

23KV

SALT SPRAY

ROCK



INDUSTRIAL PARCEL C



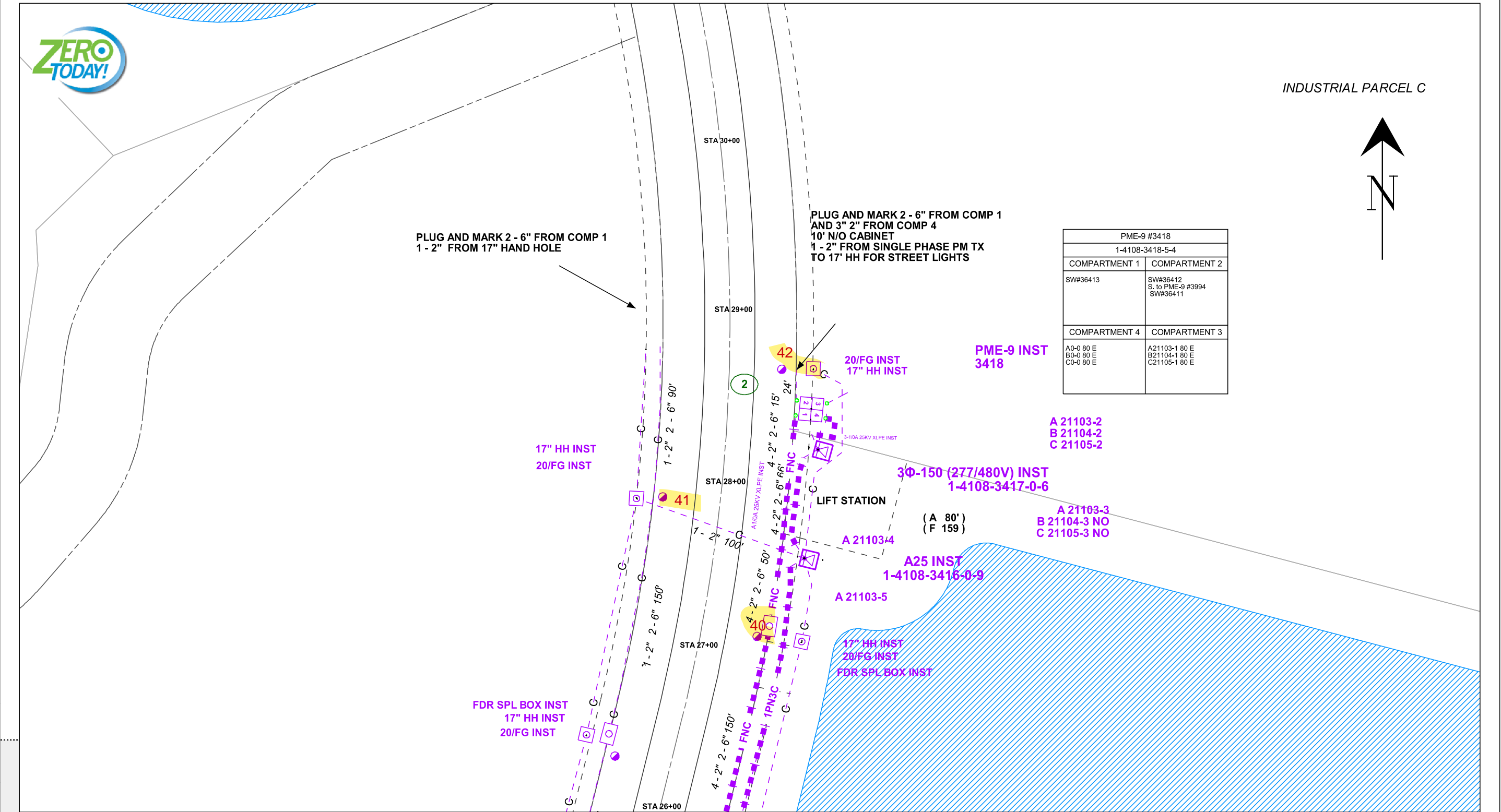
REVISION

Size: 11 x 17

PRINTED BY: jk00vy0

PLOT DATE/TIME: 02/17/2023 14:25:23

IPC	DATE
1	
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PME-9 #3418	
1-4108-3418-5-4	
COMPARTMENT 1	COMPARTMENT 2
SW#36413	SW#36412 S. to PME-9 #3994 SW#36411
COMPARTMENT 4	COMPARTMENT 3
A0-0 80 E B0-0 80 E C0-0 80 E	A21103-1 80 E B21104-1 80 E C21105-1 80 E

PAGE 5

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.			
Supervisor's Signature		Date	
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.			
Foreman's Signature		Date	

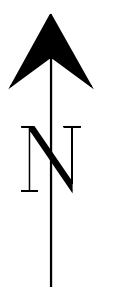
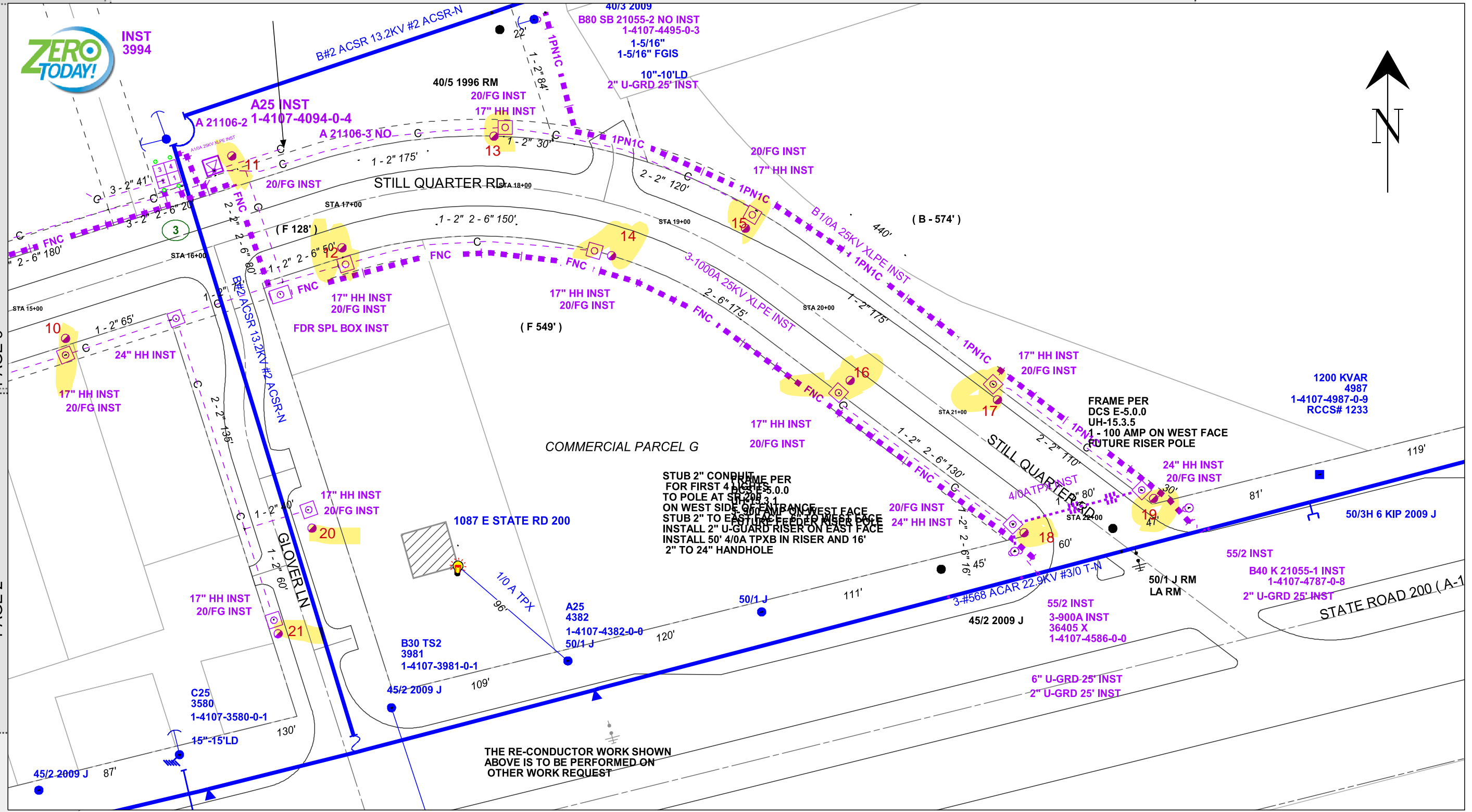
Easement? <input type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>
Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>
	WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	



Job Owner:	Joshua Keown	M/A: NF	Township: 03 Range: 27 Section 00
Designer:	Joshua Keown	79BFUG - 462973 SR 200 - UG FEEDER - PM TX FOR LIFT STATION AND FPL LIGHTS	
Date:	02/17/2023	Scale: 1" = 60'	
0' 60' 120'		462973 SR 200, YULEE, 32097	Dwg No. 11729998_11x17 UG.xml
WR: 11729998		Map No. GJ1231	
		Page 6 of 8	



INST 3994



REVISION
PRINTED BY: jk00vy0

PLOT DATE/TIME: 02/17/2023 14:25:29

DATE	IPC
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AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.			
Supervisor's Signature		Date	
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.			
Foreman's Signature		Date	

Easement? <input type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>
Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>
	STATE RD <input type="checkbox"/>	FAA <input type="checkbox"/>	
	WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>
	TRANSM. <input type="checkbox"/>		
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	



Job Owner:	Joshua Keown	M/A: NF	Township: 02 Range: 27 Section 44
Designer:	Joshua Keown	79BFUG - 462973 SR 200 - UG FEEDER - PM TX FOR LIFT STATION AND FPL LIGHTS	
Date:	02/17/2023	Scale: 1" = 60'	
462973 SR 200, YULEE, 32097		Dwg No. 11729998_11x17 UG.xml	Map No. GJ1231
WR: 11729998		Page 7 of 8	



FIRE STATION PARCEL H

FRAME PER DCS
E-5.2.0
UH-15.4.1 OVERHEAD TO BE FED BY
UNDERGROUND PRIMARY ON FUTURE WORK REQUEST
1-100 AMP ON EAST FACE.
WIRE TO WEST TO BE REMOVED
ON FUTURE WORK REQUEST

FUSE SWITCH INSTALLED ON WR# 11723869

PME-9 #3994 1-4107-3994-5-0	
COMPARTMENT 1	COMPARTMENT 2
SW#36411 N. to PME-9 #3418 SW#36412	SW#36410 S.E. to SW#36405
COMPARTMENT 4	COMPARTMENT 3
A0-0 80 E B0-0 80 E C0-0 80 E	A21106-1 80 E B21107-1 80 E C21108-1 80 E

PLUG AND MARK 3 - 2"
OUT OF COMPARTMENT 4

PME-9 INST
3994

40/3 J
2-5/16"
10"-20'LD
1-5/16"
1-5/16" FGIS
10"-20'LD

PLUG AND MARK 3 - 2"
10' TO RIGHT OF PM TX
1 - 2" FROM PM TX
2 - 2" FROM COMPARTMENT 3

B#2 ACSR 13.2KV #2 ACSR-N

40/3 2009
B80 SB 21055-2 NO INST
1-4107-4495-0-3
1-5/16"
1-5/16" FGIS

10"-10'LD
2" U-GRD 25' INST

40/5 1996 RM
20/FG INST
17" HH INST

A25 INST
A 21106-2 1-4107-4094-0-4

A 21106-3 NO

SIDE TRIM TREES SO CREW CAN MOVE WIRE

STILL QUARTER RD

17" HH INST
20/FG INST

20/FG INST
17" HH INST

17" HH INST
20/FG INST

FDR SPL BOX INST

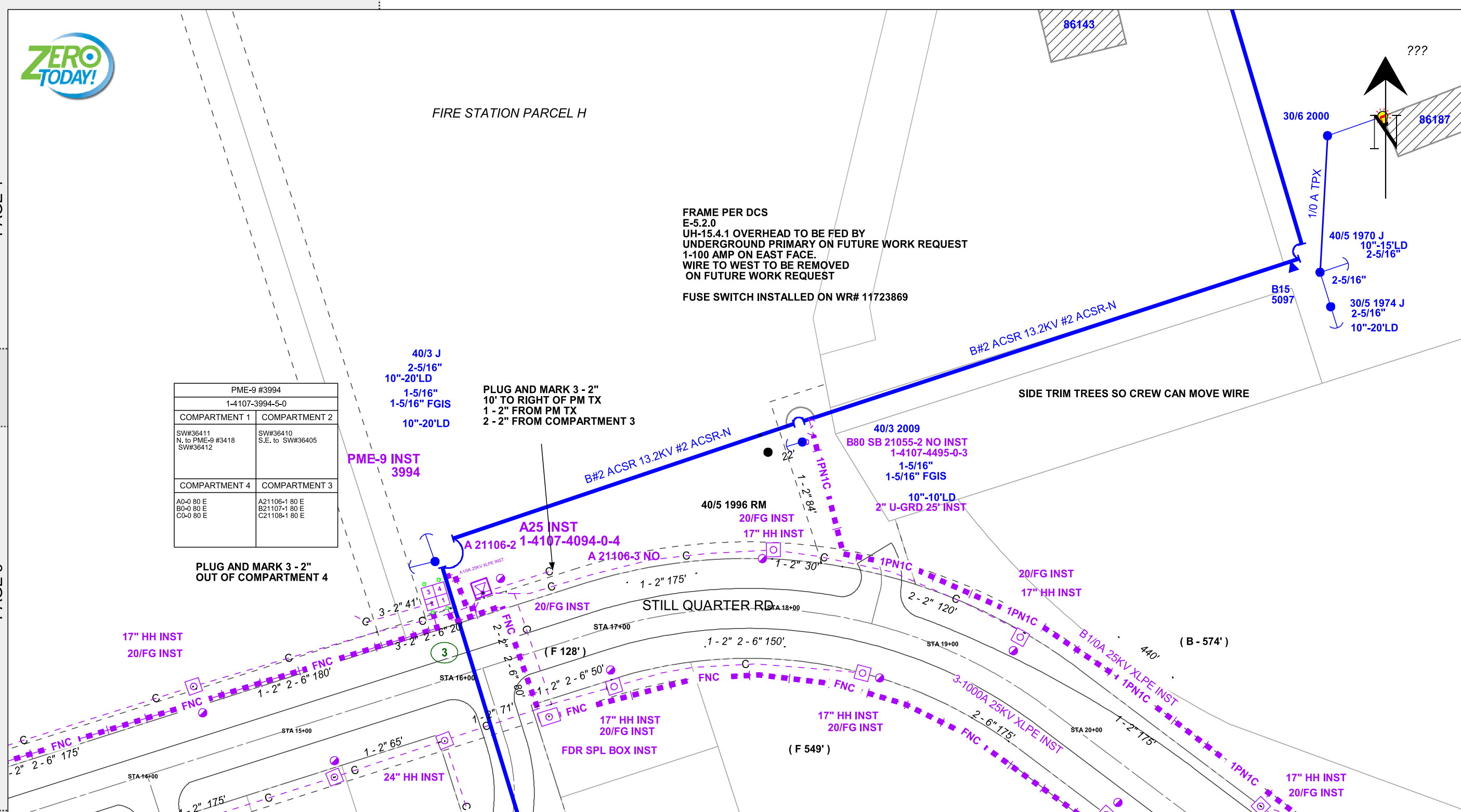
17" HH INST
20/FG INST

(F 549')

3-1000A 25KV XLPE INST
2-6" 175'

B110A 25KV XLPE INST
1-1PN1C

17" HH INST
20/FG INST



PAGE 4

PAGE 3

PAGE 2

PAGE 7

REVISION
 PRINTED BY: jk0vy0
 DATE
 IPC
 PLOT DATE/TIME: 02/17/2023 14:25:35
 Size: 11 x 17

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Easement? []	Tree Work? []	Tree Access? []	Tree Staking Req'd? []
Supervisor's Signature		Designer/Stake? []	CT/Special Mtr? []	Work with SMO? []	Survey/Stake? []
Date		POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.		PERMIT REQ'D	CITY []	COUNTY RD []	COUNTY AIR []
Foreman's Signature		Requested Tel. Co. Set Poles? []	Requested Tel. Co. Transfer? []	Request CATV Transfer? []	
Date					



Job Owner:	Joshua Keown	M/A: NF	Township: 02 Range: 27 Section 44
Designer:	Joshua Keown	79BFUG - 462973 SR 200 - UG FEEDER - PM TX FOR LIFT STATION AND FPL LIGHTS	
Date:	02/17/2023	Scale: 1" = 60'	
0' 60' 120'		462973 SR 200, YULEE, 32097	
Dwg No. 11729998_11x17 UG.xml		Map No. GJ1231	
WR: 11729998		Page 8 of 8	

**EAST NASSAU
STEWARDSHIP DISTRICT**

9

FIRST AMENDMENT TO THE COST SHARE AGREEMENT BETWEEN EAST NASSAU STEWARDSHIP DISTRICT, WILDLIGHT RESIDENTIAL ASSOCIATION, INC., AND WILDLIGHT COMMERCIAL ASSOCIATION, INC. FOR THE USE OF OFFICE SPACE

This **First Amendment** ("**First Amendment**") is made and entered into as of this 15th day of June 2023, effective as of **June 5, 2023** ("**Effective Date**"), by and among:

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 with a mailing address of ("**District**");

WILDLIGHT RESIDENTIAL ASSOCIATION, INC., a Florida not-for-profit corporation, with a mailing address of 1 Rayonier Way, Wildlight, Florida 32097 ("**Residential Association**"); and

WILDLIGHT COMMERCIAL ASSOCIATION, INC., a Florida not-for-profit corporation, with a mailing address of 1 Rayonier Way, Wildlight, Florida 32097 ("**Commercial Association**" and together with the Residential Association, "**Associations**")

RECITALS

WHEREAS, on May 16, 2022, the parties entered into *Cost Share Agreement for Use of Office Space* to provide shared funding for the use of temporary office space for purposes of carrying out each party's administrative activities ("**Cost Share Agreement**"), attached hereto as **Exhibit A**; and

WHEREAS, the District entered into a *Lease Agreement* dated July 6, 2022, as amended by *First Amendment to Lease Agreement* dated May 18, 2023, with SS Nassau, LLC (together, "**Lease**"), incorporated herein by this reference, for lease of a permanent office space ("**Office**") for purposes of carrying out the District's administrative activities; and

WHEREAS, upon commencement of the Lease Term (as defined in the Lease) for the permanent office space, the Residential Association and Commercial Association entered into the *Sublease* dated **June 5, 2023** ("**Sublease**"), providing the terms and conditions upon which the Associations and the District will concurrently occupy and use the office space for each entity's administrative purposes; and

WHEREAS, operation of the office space requires additional administrative costs (collectively, "**Costs**"), including but not limited to utility, maintenance, janitorial and supplies (collectively, "**Goods and Services**") and the District has or will be ordering or contracting for such Goods and Services as necessary, convenient, desirable or appropriate to operate the Office (collectively, "**Administrative Agreements**"); and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits received by the property owners and residences within the District, the parties have agreed to provide proportionate funding for the Costs of the Administrative Agreements as described in **Exhibit B**; and

WHEREAS, pursuant to Section 9 of the Cost Share Agreement, the parties desire to amend the Cost Share Agreement as provided in this First Amendment; and

WHEREAS, any terms not otherwise defined herein shall have the meaning set forth in the Cost Share Agreement, the Lease and Sublease; and

WHEREAS, the parties each represent that it has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

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

SECTION 1. RECITALS. Recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this First Amendment.

SECTION 2. AFFIRMATION OF COST SHARE AGREEMENT. The Cost Share Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as described in Section 3 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Cost Share Agreement. All of the remaining provisions including, but not limited to, the limitations on governmental liability provisions, remain in full effect and fully enforceable and all such remaining terms and conditions of the Cost Share Agreement, without limitation, are hereby adopted, reaffirmed and incorporated as if restated herein.

SECTION 3. AMENDMENTS TO THE COST SHARE AGREEMENT. Pursuant to Section 9 of the Cost Share Agreement, the Cost Share Agreement is hereby amended as follows:

A. Section 2 of the Cost Share Agreement shall be replaced in its entirety with the following:

Each party shall pay its proportionate share of the Costs incurred by the District. The Costs shall include any administrative fees or overhead of the District but shall only include those expenses directly related to the operation of the office space as outlined in **Exhibit B**. the proportionate share of such Costs are as follows:

District – 33.33%

Residential Association – 33.33%
Commercial Association – 33.33%

The District shall render to each of the Associations a monthly invoice which shall be delivered to the Associations by the fifth (5th) day of the next succeeding month, detailing the Costs incurred in the previous month. The monthly invoices are due and payable within thirty (30) days of receipt by each Association.

SECTION 4. CONFLICTS. To the extent that the terms of the Cost Share Agreement conflict with the terms set forth in Section 3 above, the terms of this First Amendment shall control.

SECTION 5. EFFECTIVE DATE. This First Amendment shall take effect upon the Effective Date first stated above.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Witness:

WILDLIGHT RESIDENTIAL ASSOCIATION, INC.,
a Florida not-for-profit corporation

(Print name of witness)

By: _____
Its: _____

Witness:

WILDLIGHT COMMERCIAL ASSOCIATION, INC.,
a Florida not-for-profit corporation

(Print name of witness)

By: _____
Its: _____

Exhibit A: Cost Share Agreement
Exhibit B: Costs

Exhibit A:
Cost Share Agreement

**COST SHARE AGREEMENT BETWEEN EAST NASSAU STEWARDSHIP DISTRICT AND WILDLIGHT
RESIDENTIAL ASSOCIATION, INC., FOR THE
USE OF OFFICE SPACE**

THIS AGREEMENT is made and entered into this 16 day of May 2022, 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 with a mailing address of ("**District**");

WILDLIGHT RESIDENTIAL ASSOCIATION, INC., a Florida not-for-profit corporation, with a mailing address of 1 Rayonier Way, Wildlight, Florida 32097 ("**Residential Association**"); and

WILDLIGHT COMMERCIAL ASSOCIATION, INC., a Florida not-for-profit corporation, with a mailing address of 1 Rayonier Way, Wildlight, Florida 32097 ("**Commercial Association**" and together with the Residential Association, "**Association**")

RECITALS

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

WHEREAS, the Residential Association has entered into a lease agreement for a temporary office space ("**Office**") for purposes of carrying out the Association's business or activities and to provide an office space; and

WHEREAS, the District has requested, and the Association has agreed to allow the District to utilize the Office for District's administrative purposes; and

WHEREAS, the District and Association desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the parties for each party's use of the Office.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **COST ALLOCATION.** Association agrees to allow the District to use the Office as described in this Agreement. During the term of this Agreement, the District shall pay to the Association those percentage of charges incurred by Association specified below as compensation for the shared Office, which constitutes costs attributable to the District's use:

a. Cost Allocation for Office Usage. Each Party shall pay its proportionate share of the Office usage costs incurred by the Association. For the District, such share shall be 33.33%, a third of the total monthly rental fee; the Commercial Association and Residential Association shall each be responsible for 33.33%, a third of the total monthly rental fee. The Association shall maintain records conforming to usual accounting practices and agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District.

3. **TERM; TERMINATION.** This Agreement shall become effective as of May 16 ____, 2022, and shall remain in effect until terminated in accordance with the terms of this Agreement. Either party shall have the right to terminate this Agreement at any time upon thirty days written notice.

4. **CARE OF THE PROPERTY.** The District shall use all due care to protect the property of Association from damage by the District or its employees or agents. The District agrees to repair any damage resulting from its actions within seventy-two (72) hours. Any such repairs shall be at the District's sole expense, provided, however that such repairs are not required as a result of any intentional or negligent act or omission by Association in which case District may undertake such repairs internally and bill the Association for associated costs.

5. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In connection with the use of Association's leased Office, the District shall comply with all conditions and obligations imposed on Association by its landlord pursuant to applicable agreements. Further, the District shall ensure that its actions are in compliance with all local, state, and federal regulations. The District shall take any action necessary to promptly correct instances of non-compliance, or comply with any and all regulatory orders or requirements by any governmental authority having jurisdiction. The District shall promptly notify Association in writing of all such instances of non-compliance, orders or requirements.

6. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or Association is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **DEFAULTS.** Failure by either party to perform each and every one of its obligations hereunder shall be a default, entitling either party to pursue whatever remedies are available to it under Florida law. Each of the parties hereto shall give the other party written notice of

any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults.

8. **ENTIRE AGREEMENT.** This instrument, together with its Exhibit, shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

9. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both of the parties hereto.

10. **AUTHORITY TO CONTRACT.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

11. **NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Residential Association: Wildlight Residential Association, Inc.
1 Rayonier Way
Wildlight, Florida 32097
Attn: Association Manager

If to Commercial Association: Wildlight Commercial Association, Inc.
1 Rayonier Way
Wildlight, Florida 32097
Attn: Association Manager

If to District: East Nassau Stewardship District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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 Association may deliver Notice on behalf of the District and Association. 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.

12. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

13. **ASSIGNMENT.** Neither the District nor Association may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

14. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement 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.

15. **PUBLIC RECORDS.** Association 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, Association shall permit such records to be inspected and copied by any person desiring to do so. Failure of Association to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

16. **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.

17. **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.

18. **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.

19. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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 or law, 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.

[Signature page follows]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:




Secretary/Assistant Secretary

EAST NASSAU STEWARDSHIP DISTRICT

Michael Hahaj Digitally signed by Michael Hahaj
Date: 2022.05.25 09:41:13 -04'00'

Chairperson, Board of Supervisors

Witness:




Craig Wrothe II
(Print name of witness)

WILDLIGHT RESIDENTIAL ASSOCIATION, INC.,
a Florida not-for-profit corporation

Michael Hahaj Digitally signed by Michael Hahaj
Date: 2022.05.25 09:41:30 -04'00'

By: _____
Its: _____

Witness:



Craig Wrothe II
(Print name of witness)

WILDLIGHT COMMERCIAL ASSOCIATION, INC.,
a Florida not-for-profit corporation

Michael Hahaj Digitally signed by Michael
Hahaj
Date: 2022.05.25 09:41:44 -04'00'

By: _____
Its: _____

Exhibit B:

Administrative Agreements for Office Costs and Services:

The District has or will enter into various agreements for the following Goods and Services for the operation of the Office, the Costs for which shall be subject to the Cost Share Agreement pursuant to the terms therein:

Utilities (including internet, phones)

Maintenance

Janitorial

Supplies

**EAST NASSAU
STEWARDSHIP DISTRICT**

10

EAST NASSAU STEWARDSHIP DISTRICT
REQUEST FOR PROPOSAL FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

Notice is hereby given that the East Nassau Stewardship District (“District”) will receive proposals from qualified firms (“Proposers”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The contract will require contractors to provide for the labor, materials and equipment necessary for the maintenance of certain landscape and irrigation improvements and other associated scopes as more particularly described in the Project Manual which will include, among other materials, contract documents, project scope and any technical specifications.

The Project Manual will be available beginning June [REDACTED], 2023 at 1:00 p.m. Proposers may obtain an electronic version of the Project Manual by requesting a copy via e-mail from the District Manager, Craig Wrathell at wrathellc@whhassociates.com.

The pre-proposal meetings will be held on June [REDACTED] and [REDACTED], 2023, at [REDACTED]:[REDACTED] p.m. (EST), at the [REDACTED], [REDACTED]. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape and irrigation maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit proposals no later than July [REDACTED], 2023 at 1:00 p.m. (EST) at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010, e-mail: wrathellc@whhassociates.com (“District Manager’s Office”), Attention: Craig Wrathell. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; proposals received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal and contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation criteria or process, or any other issues or items relating to the Project Manual (“RFP Documents”), must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the RFP Documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager’s Office, Attention: Craig Wrathell, (561) 571-0010.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the

District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals, waive any technical errors, informalities or irregularities, or award the contract in whole or in part to one or more Proposers, all as the District, in its sole discretion, determines it is in the best interests of the District to do so.

Any and all questions relative to this project shall be directed in writing by e-mail only to Amy Norsworthy at anorsworthy@ccmcnet.com with a copy to Craig Wrathell, District Manager, at wrahellc@whassociates.com and District Counsel, at michelle.rigoni@kutakrock.com.

East Nassau Stewardship District
Craig Wrathell, District Manager

**EAST NASSAU STEWARDSHIP DISTRICT
REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (20 Points Possible)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District such as audited financial statements, or similar information.

5. Price (25 Points Possible)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for the Contract Amount. AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.*

* EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). $(210,000/265,000) \times 20 = 15.85$, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid

of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor "C" will receive 9.88 of 20 points.

6. Reasonableness of ALL Numbers

(15 Points Possible)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, as well as unit costs from the additional schedules.

Proposer's Total Score

(100 Points Possible)

**EAST NASSAU STEWARDSHIP DISTRICT
SCHEDULE OF LANDSCAPE & IRRIGATOIN RFP (2023)**

DATE	EVENT
June [redacted], 2023	RFP Notice is issued and RFP Project Manual is available for pick-up
June [redacted], 2023	Pre-Proposal Meeting
June [redacted], 2023	Deadline for Questions
July [redacted], 2023	Proposals Due
July [redacted], 2023	Bid Opening
July [redacted], 2023	Review and Award of Bid by Board of Supervisors (“Board”) of the East Nassau Stewardship District (“District”)

**EAST NASSAU
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**EAST NASSAU STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2023**

**EAST NASSAU STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2023**

	General Fund	Special Revenue Fund DSAP #1	Special Revenue Fund DSAP #2	Special Revenue Fund Commerce Park	Debt Service Fund 2018	Debt Service Fund 2021	Capital Projects Fund 2021	Total Governmental Funds
ASSETS								
Cash	\$ 1,339,107	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,339,107
SunTrust debit	2,132	-	-	-	-	-	-	2,132
Investments								
Revenue	-	-	-	-	332,128	437,546	-	769,674
Reserve	-	-	-	-	163,577	339,250	-	502,827
Prepayment	-	-	-	-	61,146	31,699	-	92,845
Construction	-	-	-	-	-	-	8,597	8,597
Construction reserve: Wildlight Ave*	-	-	-	-	-	-	729,602	729,602
Sinking	-	-	-	-	-	255,000	-	255,000
Interest	-	-	-	-	-	213,141	-	213,141
Due from Developer	713	-	-	-	-	-	302,643	303,356
Due from FPL 2022	-	1,813	-	-	-	-	-	1,813
Due from Wildlight LLC	-	110,753	-	20,666	-	59,072	-	190,491
Due from general fund	-	1,114,642	-	41,333	-	-	-	1,155,975
Security deposit	-	3,000	-	-	-	-	-	3,000
Utility deposits	-	50	-	-	-	-	-	50
Total assets	<u>\$ 1,341,952</u>	<u>\$ 1,230,258</u>	<u>\$ -</u>	<u>\$ 61,999</u>	<u>\$ 556,851</u>	<u>\$ 1,335,708</u>	<u>\$ 1,040,842</u>	<u>\$ 5,567,610</u>
LIABILITIES AND FUND BALANCES								
Liabilities:								
Accounts payable	\$ 12,561	\$ 2,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,603
Accounts payable on-site	-	39,168	-	-	-	-	-	39,168
Contracts payable	-	-	-	-	-	-	302,643	302,643
Retainage payable	-	-	-	-	-	-	730,512	730,512
Due to special revenue fund - DSAP #1	1,114,642	-	-	-	-	-	-	1,114,642
Due to special revenue fund - Commerce Park	41,333	-	-	-	-	-	-	41,333
Due to other	258	-	-	-	-	-	-	258
Landowner advance	6,500	-	-	-	-	-	-	6,500
Total liabilities	<u>1,175,294</u>	<u>41,210</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,033,155</u>	<u>2,249,659</u>
DEFERRED INFLOWS OF RESOURCES								
Deferred receipts	78,653	112,566	-	20,666	-	59,072	302,643	573,600
Unearned revenue	593	25,735	-	-	-	109,498	-	135,826
Total deferred inflows of resources	<u>79,246</u>	<u>138,301</u>	<u>-</u>	<u>20,666</u>	<u>-</u>	<u>168,570</u>	<u>302,643</u>	<u>709,426</u>
Fund balances:								
Restricted for:								
Debt service	-	-	-	-	556,851	1,167,138	-	1,723,989
Capital projects	-	-	-	-	-	-	(294,956)	(294,956)
Unassigned	87,412	1,050,747	-	41,333	-	-	-	1,179,492
Total fund balances	<u>87,412</u>	<u>1,050,747</u>	<u>-</u>	<u>41,333</u>	<u>556,851</u>	<u>1,167,138</u>	<u>(294,956)</u>	<u>2,608,525</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,341,952</u>	<u>\$ 1,230,258</u>	<u>\$ -</u>	<u>\$ 61,999</u>	<u>\$ 556,851</u>	<u>\$ 1,335,708</u>	<u>\$ 1,040,842</u>	<u>\$ 5,567,610</u>

*Construction Reserve for Wildlight Ave obligations

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 177	\$ 9,514	\$ 10,121	94%
Assessment levy: off-roll	41,152	84,082	166,978	50%
Landowner contribution	-	594	40,000	1%
Lot closing	-	4,363	-	N/A
Lease reimbursements	-	-	14,108	0%
Total revenues	<u>41,329</u>	<u>98,553</u>	<u>231,207</u>	43%
EXPENDITURES				
Professional & administrative				
District engineer	615	3,964	12,000	33%
General counsel	5,099	12,954	50,000	26%
Legal: litigation	-	1,306	40,000	3%
District manager	4,000	28,000	48,000	58%
Audit	-	-	7,000	0%
Postage	-	177	500	35%
Printing and binding	83	583	1,000	58%
Insurance - GL, POL	-	12,825	14,000	92%
Legal advertising	254	762	6,500	12%
Miscellaneous - bank charges	22	990	1,000	99%
Office lease: 274 Daydream	5,048	5,048	10,537	48%
Office lease	-	1,166	17,813	7%
Office utilities	-	90	3,350	3%
Office supplies	-	-	2,563	0%
Meeting room	-	-	500	0%
Website				
Hosting & maintenance	-	753	705	107%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Property taxes	-	-	900	0%
Total professional & administrative	<u>15,121</u>	<u>69,003</u>	<u>216,753</u>	32%
Other fees & charges				
Property appraiser and tax collector	4	234	316	74%
Total other fees & charges	<u>4</u>	<u>234</u>	<u>316</u>	74%
Total expenditures	<u>15,125</u>	<u>69,237</u>	<u>217,069</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	26,204	29,316	14,138	
Fund balances - beginning	61,208	58,096	53,777	
Fund balances - ending				
Assigned:				
3 months working capital	64,767	64,767	64,767	
Unassigned	22,645	22,645	3,148	
Fund balances - ending	<u>\$ 87,412</u>	<u>\$ 87,412</u>	<u>\$ 67,915</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #1: WILDLIGHT
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 7,507	\$ 403,816	\$ 428,936	94%
Assessment levy: off-roll	55,376	253,771	324,446	78%
Lot closing	-	44,940	-	N/A
Interest and miscellaneous	-	60,000	-	N/A
Vehicle charging revenue	-	1,151	-	N/A
Total revenues	<u>62,883</u>	<u>763,678</u>	<u>753,382</u>	101%
EXPENDITURES				
Field operations				
Field operations	8,439	39,083	85,456	46%
Administration and accounting	625	4,375	7,500	58%
Office lease	1,235	4,955	-	N/A
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	38,015	130,497	380,588	34%
Lake maintenance	1,950	5,850	19,455	30%
Pest control	-	-	1,000	0%
Street cleaning	-	-	12,000	0%
Street light lease	8,015	25,217	95,843	26%
Repairs & maintenance	-	194	13,676	1%
Electricity	2,933	3,317	984	337%
Irrigation (potable)	1,529	3,844	41,169	9%
Landscape replacement	-	-	38,059	0%
Parts & supplies	-	634	3,000	21%
Contingency	-	-	250	0%
Insurance	-	-	5,000	0%
Debt service fund accounting: series 2018	625	4,375	7,500	58%
Debt service fund accounting: series 2021	625	4,375	7,500	58%
Arbitrage rebate calculation	-	-	1,000	0%
Dissemination agent	167	1,168	2,000	58%
Trustee (series 2018 bonds)	-	4,246	4,000	106%
Trustee (series 2021 bonds)	-	-	4,000	0%
Total field operations	<u>64,158</u>	<u>232,130</u>	<u>739,980</u>	31%
Other fees & charges				
Property appraiser and tax collector	150	10,570	13,404	79%
Total other fees & charges	<u>150</u>	<u>10,570</u>	<u>13,404</u>	79%
Total expenditures	<u>64,308</u>	<u>242,700</u>	<u>753,384</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	(1,425)	520,978	(2)	
Fund balances - beginning	1,052,172	529,769	450,003	
Assigned:				
3 months working capital	192,096	192,096	192,096	
Disaster recovery	50,000	50,000	50,000	
Unassigned	808,651	808,651	207,905	
Fund balances - ending	<u>\$ 1,050,747</u>	<u>\$ 1,050,747</u>	<u>\$ 450,001</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #2
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ -	\$ 4,750	0%
Total revenues	<u>-</u>	<u>-</u>	<u>4,750</u>	0%
EXPENDITURES				
Field operations				
Administration and accounting	-	-	3,750	0%
Contingency	-	-	500	0%
Dissemination agent	-	-	500	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>4,750</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	-	-	-	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - COMMERCE PARK
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 10,334	\$ 25,572	\$ 41,333	62%
Lot closing	-	15,761	-	N/A
Total revenues	<u>10,334</u>	<u>41,333</u>	<u>41,333</u>	100%
EXPENDITURES				
Field operations				
Field operations	-	-	4,254	0%
Administration and accounting	-	-	500	0%
Wetland and conservation maintenance	-	-	2,500	0%
Landscape	-	-	18,506	0%
Lake maintenance	-	-	2,130	0%
Pest control	-	-	125	0%
Street cleaning	-	-	1,050	0%
Street light lease	-	-	4,290	0%
Repairs & maintenance	-	-	1,250	0%
Electricity	-	-	420	0%
Irrigation (potable)	-	-	2,765	0%
Landscape replacement	-	-	1,851	0%
Parts & supplies	-	-	375	0%
Contingency	-	-	63	0%
Insurance	-	-	1,250	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>41,329</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	10,334	41,333	4	
Fund balances - beginning	30,999	-	-	
Fund balances - ending	<u>\$ 41,333</u>	<u>\$ 41,333</u>	<u>\$ 4</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll - net	\$ 5,926	\$ 318,861	\$ 346,101	92%
Assessment prepayments	-	60,403	-	N/A
Interest	1,863	7,698	-	N/A
Total revenues	<u>7,789</u>	<u>386,962</u>	<u>346,101</u>	112%
EXPENDITURES				
Debt service				
Principal	-	-	90,000	0%
Principal prepayment	-	140,000	-	N/A
Interest	-	124,379	249,056	50%
Total debt service	<u>-</u>	<u>264,379</u>	<u>339,056</u>	78%
Other fees & charges				
Property appraiser	-	3,440	3,605	95%
Tax collector	117	6,372	7,210	88%
Total other fees and charges	<u>117</u>	<u>9,812</u>	<u>10,815</u>	91%
Total expenditures	<u>117</u>	<u>274,191</u>	<u>349,871</u>	78%
Excess/(deficiency) of revenues over/(under) expenditures	7,672	112,771	(3,770)	
Fund balances - beginning	<u>549,179</u>	<u>444,080</u>	<u>328,526</u>	
Fund balances - ending	<u>\$ 556,851</u>	<u>\$ 556,851</u>	<u>\$ 324,756</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED APRIL 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll - net	\$ 2,921	\$ 157,035	\$ 166,966	94%
Special assessment: off-roll	-	340,605	516,753	66%
Assessment prepayments	-	31,681	-	N/A
Lot closing	-	276,833	-	N/A
Interest	2,798	12,676	-	N/A
Total revenues	<u>5,719</u>	<u>818,830</u>	<u>683,719</u>	120%
EXPENDITURES				
Debt service				
Principal	-	-	255,000	0%
Interest	-	213,125	426,250	50%
Total debt service	<u>-</u>	<u>213,125</u>	<u>681,250</u>	31%
OTHER FINANCING SOURCES/(USES)				
Property appraiser	-	-	1,739	0%
Tax collector	58	3,141	3,478	90%
Total other financing sources/(uses)	<u>58</u>	<u>3,141</u>	<u>5,217</u>	60%
Total expenditures	<u>58</u>	<u>216,266</u>	<u>686,467</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	5,661	602,564	(2,748)	
Fund balances - beginning	<u>1,161,477</u>	<u>564,574</u>	<u>563,464</u>	
Fund balances - ending	<u>\$ 1,167,138</u>	<u>\$ 1,167,138</u>	<u>\$ 560,716</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ -	\$ 1,269,394
Interest	3,948	41,231
Total revenues	3,948	1,310,625
EXPENDITURES		
Construction costs	182,758	3,573,367
Total expenditures	182,758	3,573,367
Excess/(deficiency) of revenues over/(under) expenditures	(178,810)	(2,262,742)
Fund balances - beginning	(116,146)	1,967,786
Fund balances - ending	\$ (294,956)	\$ (294,956)

**EAST NASSAU
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
EAST NASSAU STEWARDSHIP DISTRICT**

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The Governing Board of the East Nassau Stewardship District held a Regular Meeting on May 18, 2023 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

Present were:

- | | |
|------------------|---------------------|
| Mike Hahaj | Chair |
| Jaime Northrup | Vice Chair |
| Rob Fancher | Assistant Secretary |
| Michael Lombardo | Assistant Secretary |
| Tommy Jinks | Assistant Secretary |

Also present were:

- | | |
|-----------------|--|
| Craig Wrathell | District Manager |
| Ernesto Torres | Wrathell, Hunt and Associates, LLC (WHA) |
| Michelle Rigoni | District Counsel |
| Zach Brecht | District Engineer |
| Amy Norsworthy | Operations Manager |

FIRST ORDER OF BUSINESS

Call to Order

Mr. Torres called the meeting to order at 10:12 a.m. The meeting was delayed because the previous meeting ended late; any members of the public wishing to attend would have seen the group outside the entrance to the meeting room.

SECOND ORDER OF BUSINESS

Roll Call

All Supervisors were present.

THIRD ORDER OF BUSINESS

Chairman’s Opening Remarks

Mr. Hahaj welcomed everyone and thanked them for attending the meeting.

38 **FOURTH ORDER OF BUSINESS**

Public Comments (limited to 3 minutes per person)

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No members of the public spoke.

43 **FIFTH ORDER OF BUSINESS**

Consideration of Resolution 2023-04, Approving Proposed Budgets for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

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52 Mr. Wrathell presented Resolution 2023-04. He reviewed the proposed Fiscal Year 2024
53 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal
54 Year 2023 budget, and explained the reasons for any changes. He noted that, when the
55 updated tax roll is received, the number of on-roll units will increase significantly.

56 The following changes were made to the proposed Fiscal Year 2024 budget:

57 Page 1, "Legal: litigation": Change \$40,000 to \$0

58 Page 1, "Landowner contributions": Change \$40,000 to \$0

59 Discussion ensued regarding the off-roll assessment billing schedule for the Commerce
60 Park Special Revenue Fund Budget.

61 The consensus was to allocate \$20,000 to fund balance. For noticing purposes, total
62 expenditures will be estimated at \$200,000 and the budget will be adjusted in the months
63 leading up to the public hearing. Ms. Norsworthy will provide updated projections for the
64 Commerce Park Special Revenue Fund Budget.

65 Mr. Wrathell stated the unit counts on the Assessment Comparison on Page 17 will be
66 updated to show the total number of on-roll units. The Board can consider utilizing some fund
67 balance to offset the assessment increase due to increased Operation & Maintenance (O&M)
68 expenses in the Special Revenue Fund.

69 Mr. Lombardo asked for a breakdown of the commercial units.

70 Discussion ensued regarding the Commerce Park Special Revenue Fund Budget.

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On MOTION by Mr. Lombardo and seconded by Mr. Jinks, with all in favor, Resolution 2023-04, Approving Proposed Budgets for Fiscal Year 2023/2024, as amended, and Setting a Public Hearing Thereon Pursuant to Florida Law for August 17, 2023 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

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81 **SIXTH ORDER OF BUSINESS**

Consideration of First Amendment to Lease Agreement

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84 Mr. Wrathell presented the First Amendment to the Lease Agreement, which updates
85 the address. A typo in the first line of the agreement will be corrected.

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On MOTION by Mr. Jinks and seconded by Ms. Northrup, with all in favor, the First Amendment to the Lease Agreement, as amended, was approved.

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91 **SEVENTH ORDER OF BUSINESS**

Consideration of Sublease of Office Space with Wildlight Residential Association and Wildlight Commercial Association

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95 Ms. Rigoni presented the first draft of the Sublease for office space with Wildlight
96 Residential Association and Wildlight Commercial Association.

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On MOTION by Mr. Hahaj and seconded by Mr. Fancher, with all in favor, the Sublease of Office Space with Wildlight Residential Association, Inc., and Wildlight Commercial Association Inc., in substantial form, and authorizing the Chair to execute, was approved.

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104 **EIGHTH ORDER OF BUSINESS**

Consideration of Resolution 2023-05, Providing for the Appointment of a Records Management Liaison Officer; Providing the Duties of the Records Management Liaison Officer; Adopting a Records Retention Policy; Determining the

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**Electronic Record to be the Official Record;
and Providing for Severability and an
Effective Date**

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Mr. Wrathell presented Resolution 2023-05. He presented two versions of Resolution 2023-05; one for Option 1 and the other for Option 2 and reviewed the CDD's options regarding retention of records. The Board selected Option 2, which provides for retaining records until otherwise directed by the Board.

Discussion ensued regarding a possible change to the location of the local records office. This item would be added to the next meeting agenda.

On MOTION by Mr. Lombardo and seconded by Ms. Northrup, with all in favor, Resolution 2023-05, Providing for the Appointment of a Records Management Liaison Officer; Providing the Duties of the Records Management Liaison Officer; Adopting a Records Retention Policy, Option #2; Determining the Electronic Record to be the Official Record; and Providing for Severability and an Effective Date, was adopted.

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NINTH ORDER OF BUSINESS

Ratification Items:

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Mr. Wrathell presented the following:

- 132 **A. FPL LED Lighting Agreement [Wildlight Extension Streetlights]**
133 **B. Waterbug Park Pond Erosion Project**

134 Ms. Rigoni noted that work commenced and a signed contract will be presented for
135 ratification at the next meeting.

- 136 **C. CCMC Termination Letter**
137 **D. CCMC Management Agreement**
138 **E. Master Research Agreement - UF Agreement**

139 Mr. Hahaj stated it might be necessary to include costs for the UF Master Research
140 Agreement item in the General Fund portion of the Fiscal Year 2024 budget.

- 141 **▪ Discussion resumed: proposed Fiscal Year 2024 budget**

142 The following additional changes were made to the proposed Fiscal Year 2024 budget:

143 Page 1: Add "Environmental" line item for \$40,000

144 Mr. Wrathell asked if this expense will be funded via assessments. Mr. Hahaj replied
145 affirmatively. Mr. Lombardo amended his earlier motion accordingly.

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147 **On MOTION by Mr. Lombardo and seconded by Mr. Jinks, with all in favor,**
148 **Resolution 2023-04, Approving Proposed Budgets for Fiscal Year 2023/2024, as**
149 **previously amended and subject to adding a \$40,000 line item for**
150 **Environmental to the General Fund, and Setting a Public Hearing Thereon**
151 **Pursuant to Florida Law for August 17, 2023 at 10:00 a.m., at the Fernandina**
152 **Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034;**
153 **Addressing Transmittal, Posting and Publication Requirements; Addressing**
154 **Severability; and Providing an Effective Date, was adopted.**

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157 **F. England, Thims & Miller, Inc., Work Authorization No. 4 [Hourly Rates - General**
158 **Consulting Engineering Services]**

159 **G. Comcast Letter of Agency**

160 **H. Comcast Business Service Order #35186660**

161 **I. Comcast Service Order Agreement - Business Voiceedge Services**

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163 **On MOTION by Ms. Northrup and seconded by Mr. Jinks, with all in favor,**
164 **Items A through I, were ratified and/or approved.**

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167 **TENTH ORDER OF BUSINESS**

Consideration of Resolution 2023-06,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2023/2024 and Providing for an Effective
Date

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174 Mr. Wrathell presented Resolution 2023-06.

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176 **On MOTION by Mr. Hahaj and seconded by Mr. Lombardo, with all in favor,**
177 **Resolution 2023-06, Designating Dates, Times and Locations for Regular**
178 **Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024**
179 **and Providing for an Effective Date, was adopted.**

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182 **ELEVENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
183 **Statements as of March 31, 2023**

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185 Mr. Wrathell presented the Unaudited Financial Statements as of March 31, 2023.

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187 **On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, the**
188 **Unaudited Financial Statements as of March 31, 2023, were accepted.**

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191 **TWELFTH ORDER OF BUSINESS** **Approval of Minutes**

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193 **A. January 19, 2023 Regular Meeting**
194 **B. February 6, 2023 Special Meeting**

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196 **On MOTION by Mr. Hahaj and seconded by Mr. Fancher, with all in favor, the**
197 **January 19, 2023 Regular Meeting and February 6, 2023 Special Meeting**
198 **Minutes, as presented, were approved.**

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201 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**

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203 **A. District Counsel: Kutak Rock, LLP**

204 Ms. Rigoni discussed Legislation requiring Supervisors to complete a four-hour ethics
205 continuing education course. Further updates will be provided when available.

206 Discussion ensued regarding the annual Form 1 disclosure.

- 207 **B. District Engineer: England-Thims & Miller, Inc.**

208 Mr. Brecht reported the following:

- 209 ➤ The Wildlight Avenue extension from the school northward is nearly complete.
210 ➤ Curiosity Avenue was extended and the road was paved from Crosstown Avenue down
211 back to SR-200.

- 212 ➤ Signs were installed on Crosstown Avenue.

- 213 **C. Field Operations: CCMC**

214 Ms. Norsworthy reported the following:

- 215 ➤ The erosion project remains to be finished.

216 ➤ Landscape is an issue with the community growing; bids were requested.
217 Ms. Rigoni discussed the bidding threshold and the evaluation criteria process to be
218 authorized at the next meeting.

219 **D. District Manager: Wrathell, Hunt and Associates, LLC**

- 220 • **648 Registered Voters in District as of April 15, 2023**
- 221 • **NEXT MEETING DATE: June 15, 2023 at 10:00 A.M.**
- 222 ○ **QUORUM CHECK**

223 The next meeting will be held on June 15, 2023, unless cancelled.

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225 **FOURTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

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227 There were no Board Members' comments or requests.

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229 **FIFTEENTH ORDER OF BUSINESS** **Public Comments**

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231 No members of the public spoke.

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233 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**

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236 **On MOTION by Mr. Jinks and seconded by Ms. Northrup, with all in favor, the**
237 **meeting adjourned at 11:13 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**EAST NASSAU
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**

EAST NASSAU STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2022	Regular Meeting	10:00 AM
November 8, 2022 <i>continued to November 17, 2022</i>	Landowners' Meeting	10:00 AM
November 17, 2022	Continued Landowners' Meeting	10:00 AM
November 17, 2022	Regular Meeting	10:00 AM
December 15, 2022 CANCELED	Regular Meeting	10:00 AM
January 19, 2023	Regular Meeting	10:00 AM
February 6, 2023	Special Meeting	12:00 PM
February 16, 2023 CANCELED	Regular Meeting	10:00 AM
March 16, 2023 CANCELED	Regular Meeting	10:00 AM
April 20, 2023 CANCELED	Regular Meeting	10:00 AM
May 18, 2023	Regular Meeting	10:00 AM
June 15, 2023	Regular Meeting	10:00 AM
July 20, 2023	Regular Meeting	10:00 AM
August 17, 2023	Regular Meeting	10:00 AM
September 21, 2023	Regular Meeting	10:00 AM