July 20, 2023

GOVERNING BOARD

REGULAR MEETING
AGENDA

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

July 13, 2023

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 Regular Meeting on July 20, 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. Administration of Oath of Office to Supervisor Max Hord, Seat 5 (the following to be provided in separate package)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interest
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
- 6. Consideration of FPL LED Lighting Agreement Phase 5 (Encore)
- 7. Consideration of Temporary Access and Utility Easement Agreement for FPL Lighting
- 8. Consideration of Cost Share Agreement for Landscape and Irrigation Maintenance Services with Wildlight Residential Association and Wildlight Commercial Association

- 9. Consideration of Janitorial Services Proposal
- 10. Acceptance of Unaudited Financial Statements as of May 31, 2023
- 11. Approval of June 15, 2023 Regular Meeting Minutes
- 12. 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: August 17, 2023 at 10:00 AM [Adoption of Fiscal Year 2024 Budget]

QUORUM CHECK

SEAT 1	Міке Нанај	In Person	PHONE	No
SEAT 2	ROB FANCHER	☐ In Person	PHONE	□No
SEAT 3	TOMMY JINKS	In Person	PHONE	□No
SEAT 4	JAIME NORTHRUP	☐ In Person	PHONE	□No
SEAT 5	Max Hord	In Person	PHONE	□No

- 13. Board Members' Comments/Requests
- 14. Public Comments
- 15. 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

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FPL	. vvork Red	auest Number:	

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, <u>EAST NASSAU STEWARDSHIP DISTRICT</u> (hereinafter called the Customer), requests on this <u>31st</u> day of <u>May</u>, <u>2023</u>, 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) <u>Phase 5 (Encore)</u>, located in <u>Ormond Beach</u>, 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.
- 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 reviewand 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. Paymentshall 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:

FLORIDA POWER & LIGHT COMPANY
Ву:
(Signature)
Chris Venoy
(Print or type name)
Title: FPL LT-1 Representative

PREPARED BY AND RETURN TO: CASSIDY BERGSTROM, ESQ. GUNSTER, YOAKLEY & STEWART, P.A. 1 INDEPENDENT DRIVE, SUITE 2300 JACKSONVILLE, FL 32202

TEMPORARY ACCESS AND UTILITY EASEMENT

This	TEMPORARY	ACCESS ANI	UTILITY	EASEMENT	(this "Easement
Agreement")	is entered into this	s day of		, 2023 (the	"Effective Date"),
by and betwe	en WILDLIGHT	LLC, a Delaware	limited liabili	ty company (" <u>Gr</u>	antor") and EAST
NASSAU S	TEWARDSHIP	DISTRICT, a l	ocal unit of	special-purpose	government (the
"District"); for	or the benefit of FI	LORIDA POWE	R & LIGHT	COMPANY, a F	lorida corporation
(" <u>FPL</u> ") .					

BACKGROUND

- A. Grantor is the owner of that certain road right-of-ways commonly known as Commerce Rail Avenue, Still Quarter Road, and Glover Lane, more particularly described on **Exhibit "A"** (the "Easement Area");
- B. At the request of Grantor, the District will be entering into that certain LED Lighting Agreement ("<u>Lighting Agreement</u>") with FPL to provide street lighting services in the Easement Area;
- C. The Lighting Agreement contemplates that the Customer, as such term is defined in the Lighting Agreement, provide sufficient real property interest whereupon the FLP-owned street lighting facilities ("FPL Equipment") will be installed pursuant to the Lighting Agreement;
- D. In order for the District to meet its obligations under the Lighting Agreement, the District desires to request and the Grantor desires to provide the Easement, defined below, over the Easement Area; and
- E. The parties desire to enter into this Easement to provide the District with an access and utility easement over the Easement Area and to provide for same and such other matters set forth below.
- **NOW, THEREFORE**, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the parties agree as follows:
- 1. <u>Grant of Easement.</u> Grantor hereby grants to the District, its successors and assigns and designees, for the benefit of FPL, a temporary, non-exclusive easement ("<u>Easement</u>") on, over, under and across the Easement Area, for the purpose of providing access for FPL's installation, construction, reconstruction, operation, and maintenance of the FPL Equipment, and use of Grantor's utility lines, equipment and facilities for the electric equipment and facilities (collectively, the "<u>Utilities</u>") necessary, desirable, or convenient for proper installation, construction, reconstruction, operation, and maintenance of the FPL Equipment.

- 2. **Reservation of Rights**. Grantor reserves the right, at all times and for any purpose, to use, cross, recross, access, maintain, inspect and repair the Easement Area in any manner that does not unreasonably interfere with the rights of the District, including without limitation constructing any improvements, driveways, roadways, landscaping, or other utilities in the Easement Area. In no event may the District interfere with or close traffic in any driveways or roadways constructed in the Easement Area. This Easement shall not include the right to park upon the Easement Area. At all times, Grantor shall have access to and from all adjacent lands on, over, and across the Easement Area.
- 3. <u>Compliance with Laws and Rules</u>. The District shall comply, at its sole cost and expense, with all applicable laws, ordinances, statutes, governmental rules, and regulations (collectively, "<u>Laws</u>") applicable to the Easement Area and any improvements constructed or operated thereon, as well as any rules and regulations promulgated by Grantor from time to time.
- 4. <u>Indemnity</u>. By acceptance of this Easement, the District, solely to the extent allowed by law and as may be limited by the District's sovereign immunity limits pursuant to Section 768.28, Florida Statutes or other applicable law, hereby agrees to indemnify and hold harmless Grantor, and its boards, officers, members, employees and agents (the "Wildlight Parties") from any loss, damage claim, cost or expense incurred by the Wildlight Parties including reasonable attorneys' fees at the trial level or on appeal, arising out of the exercise by the District or its successors, assigns, invitees or designees of the easement rights herein granted, excluding the negligence and willful or intentional misconduct of the Wildlight Parties. Nothing in this paragraph shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute, and nothing in this Easement Agreement shall insure to the benefit of any third party for the purpose of allowing any such claim which would otherwise be barred under such limitations of liability or by operation of law. To the extent any use of this Easement creates damage to the Easement Area, the District shall promptly repair, at its expense, any such damage.
- 5. <u>Termination</u>. This Easement shall automatically terminate on the earlier of (i) the date that is two years after the Effective Date or (ii) the date that the District acquires the Easement Area. Such termination shall be automatic and occur without the necessity of any documentation, but the District shall execute any documentation requested by Grantor to evidence such termination.
- 6. <u>Successors and Assigns</u>. This Easement shall be binding upon and shall inure to the benefit of Grantor and the District and their successors and assigns and shall run with title to the Easement Area.
- 7. **<u>Default.</u>** A default by a party under this Easement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance.
- 8. **Enforcement of Easement.** In the event that any party to this Easement seeks to enforce this Easement 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.

- 9. <u>Third Parties.</u> This Easement is solely for the benefit of the parties hereto and FPL and their successors, assigns and designees, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party.
- 10. <u>Controlling Law.</u> This Easement shall be construed, interpreted, and controlled according to the laws of the State of Florida.
- 11. **Severability.** The invalidity or unenforceability of any one or more provisions of this Easement shall not affect the validity or enforceability of the remaining portions of this Easement, or any part of this Easement not held to be invalid or unenforceable.
- 12. **<u>Authorization.</u>** By execution below, the undersigned represent that they have the power and authority to execute and deliver this Easement.
- 13. <u>Amendments</u>. Except as otherwise set forth above, amendments to and waivers of the provisions contained in this Easement may be made only by an instrument in writing which is executed by the District and Grantor.
- 14. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement.

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IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

GRANTOR:

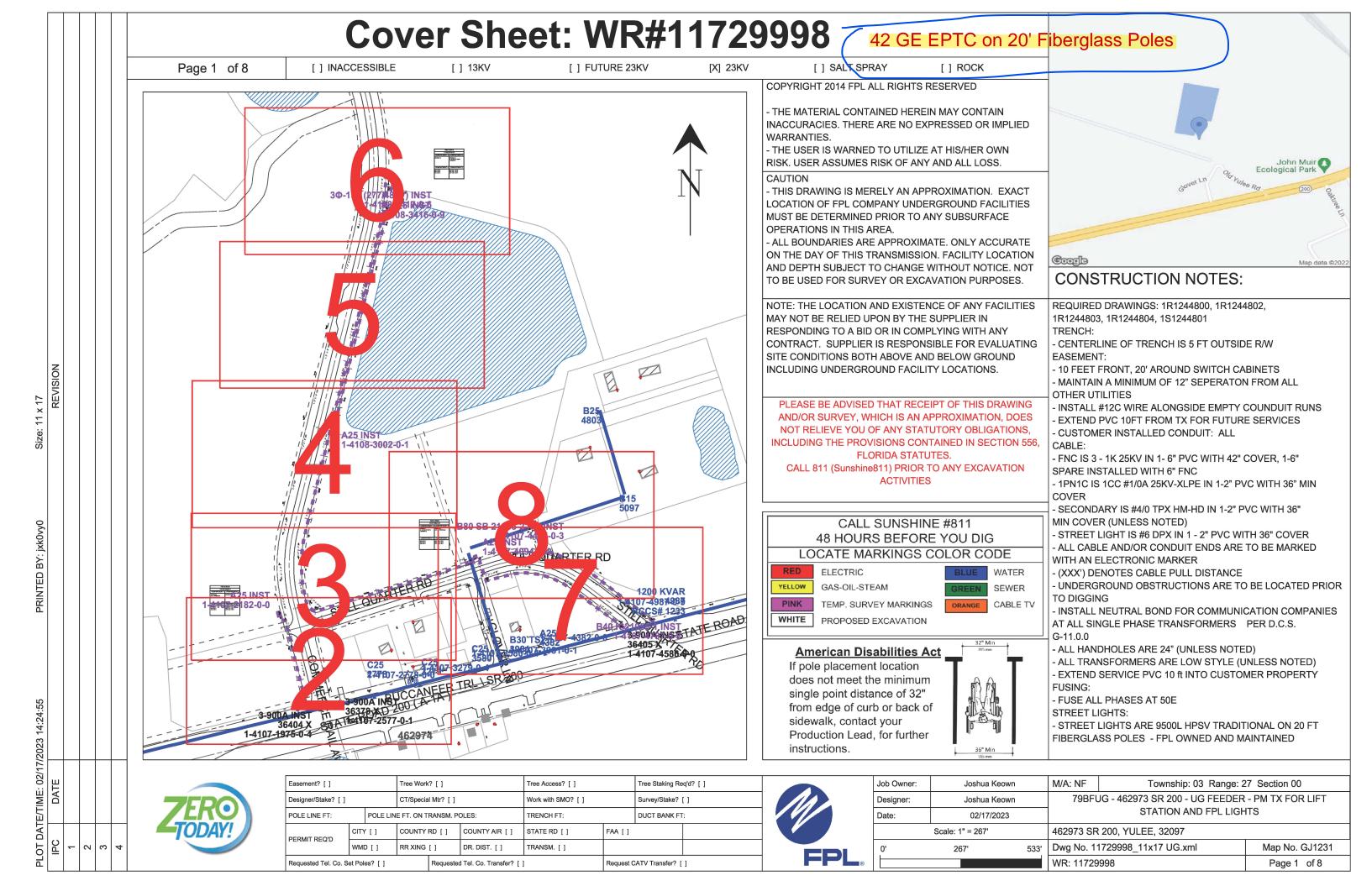
Signed, sealed and delivered in the presence of:	WILDLIGHT LLC, a Delaware limited liability company		
PrintName	By: Name:	Michael Hahaj	
	Its:	Vice President	
Print Name		[CORPORATE SEAL]	
COUNTY OF NASSAU)	SS		
or \square online notarization, this $\underline{\hspace{1cm}}$ or \square or with or with the contraction of with the contraction of the contraction	lay of	ged before me by means of □ physical presence, 2023, by Michael Hahaj, Vice limited liability company, on behalf of the who □ has produced as	
		(Print Name) NOTARY PUBLIC State of Florida at Large	
		Commission # My Commission Expires: Personally Known	
		or Produced I.D. [check one of the above] Type of Identification Produced	

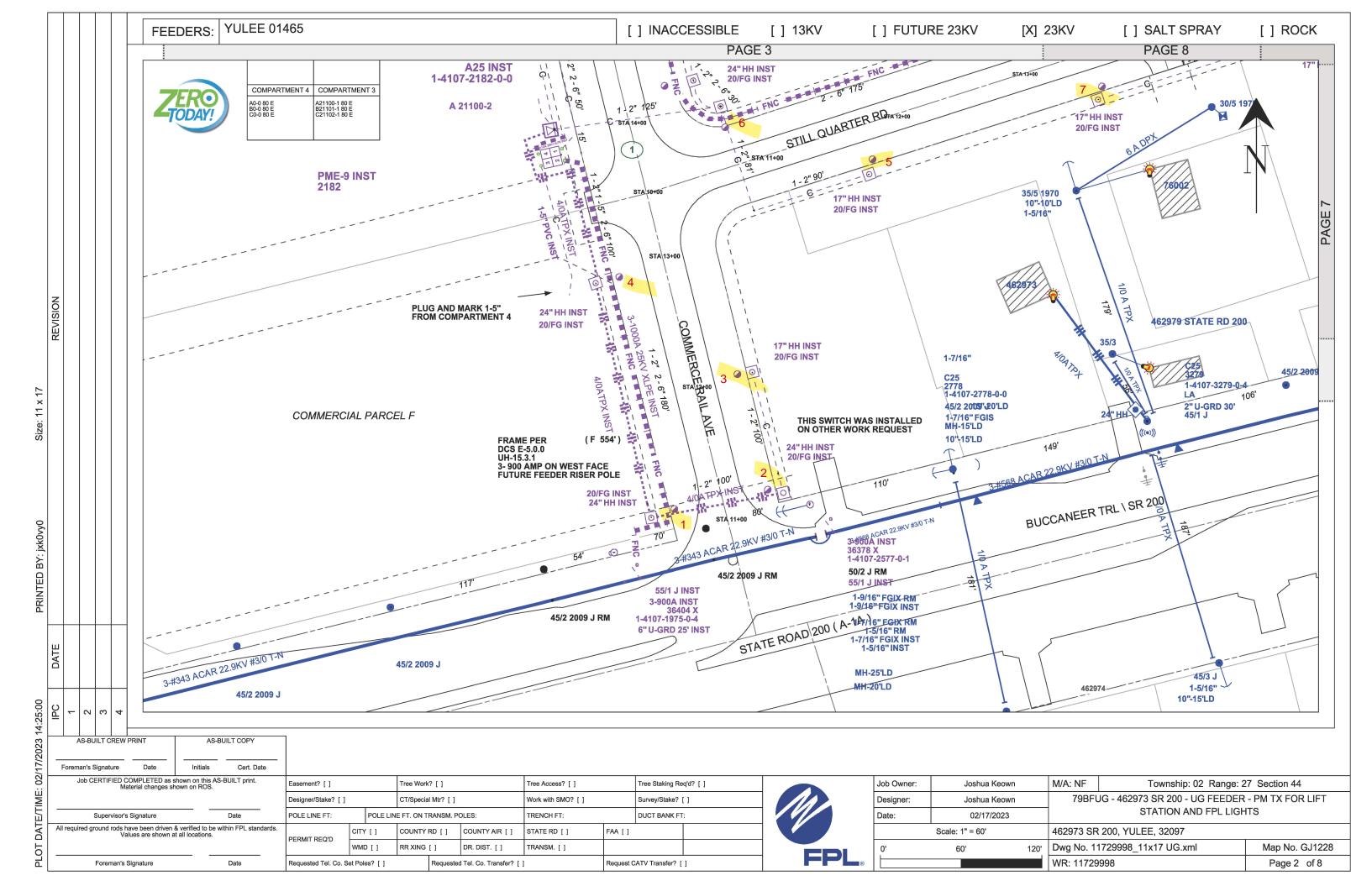
DISTRICT:

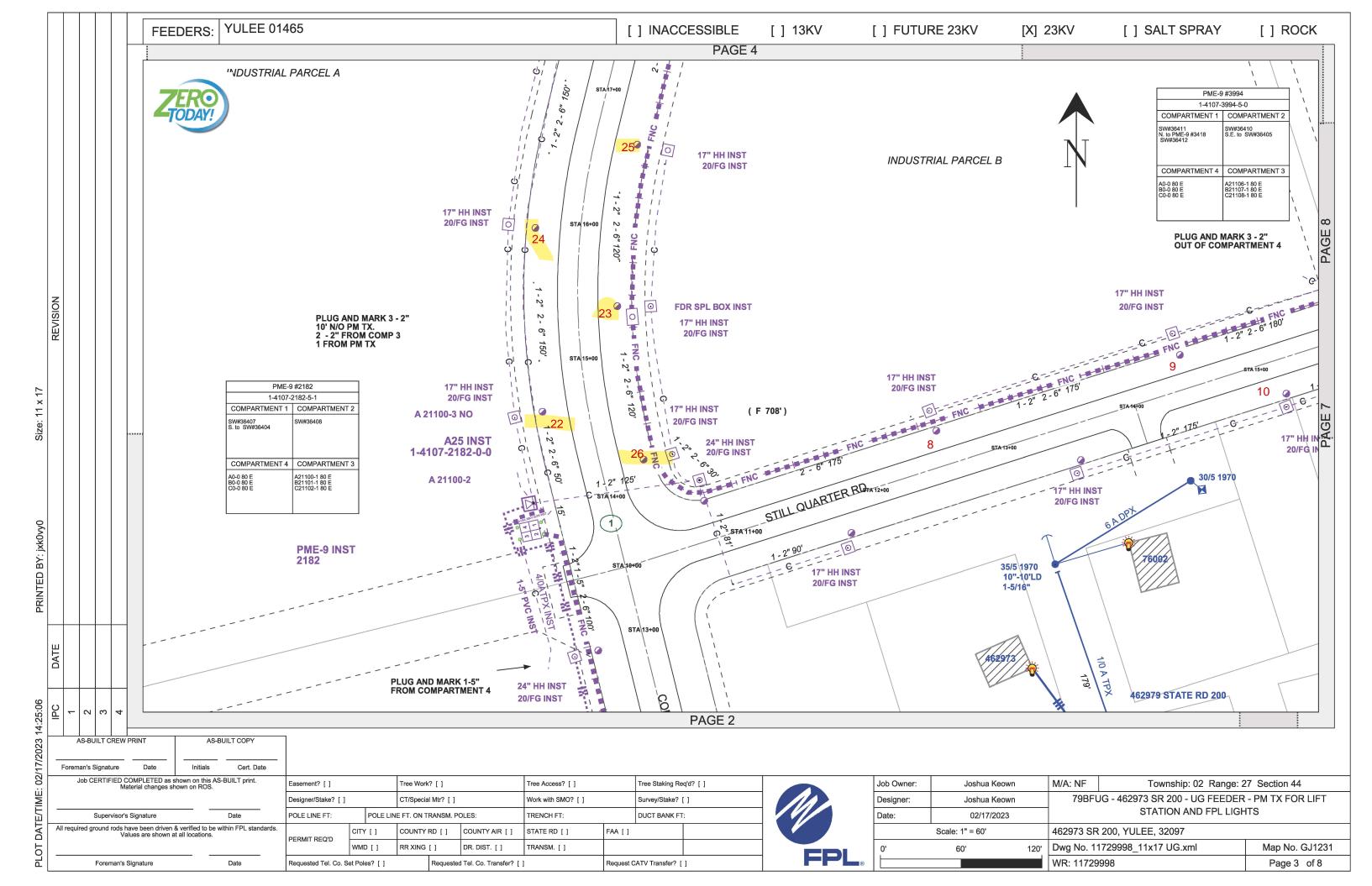
Signed, sealed and delivered in the presence of:	EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government
	By:
Print Name	Name:
	Its:
Print Name	[CORPORATE SEAL]
STATE OF)	
COUNTY OF)SS	
or □ online notarization, this day of EAST NASSAU ST	owledged before me by means of □ physical presence of, 2023, by, the EWARDSHIP DISTRICT , a local unit of special-rict, who □ is personally known to me or who □ has fication.
	Print Name
	NOTARY PUBLIC
	State of at Large Commission #
	My Commission Expires:
	Personally known or
	Produced I.D.
	[Check one of the above]
	Type of Identification Produced

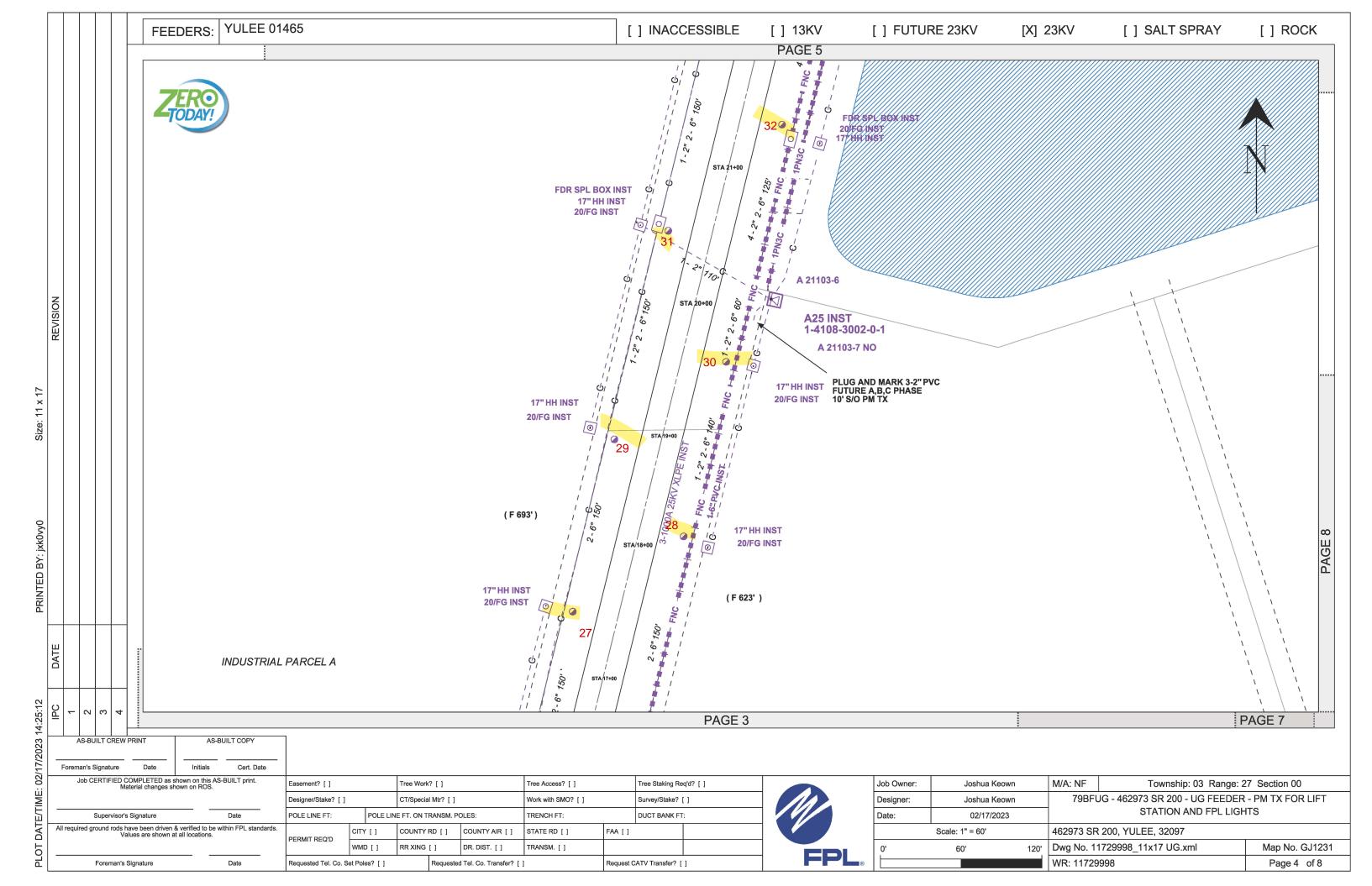
Exhibit "A"

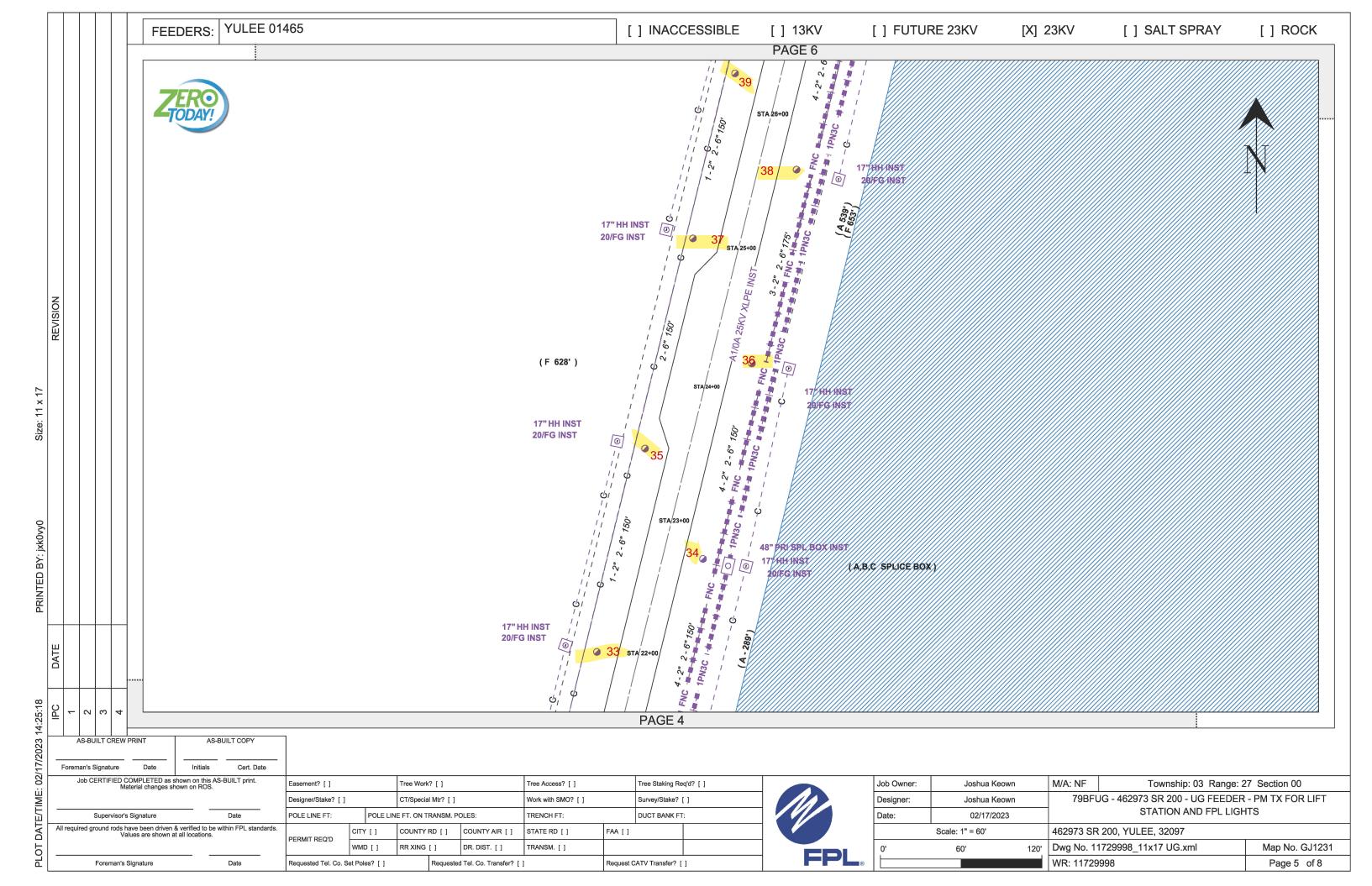
Easement Area

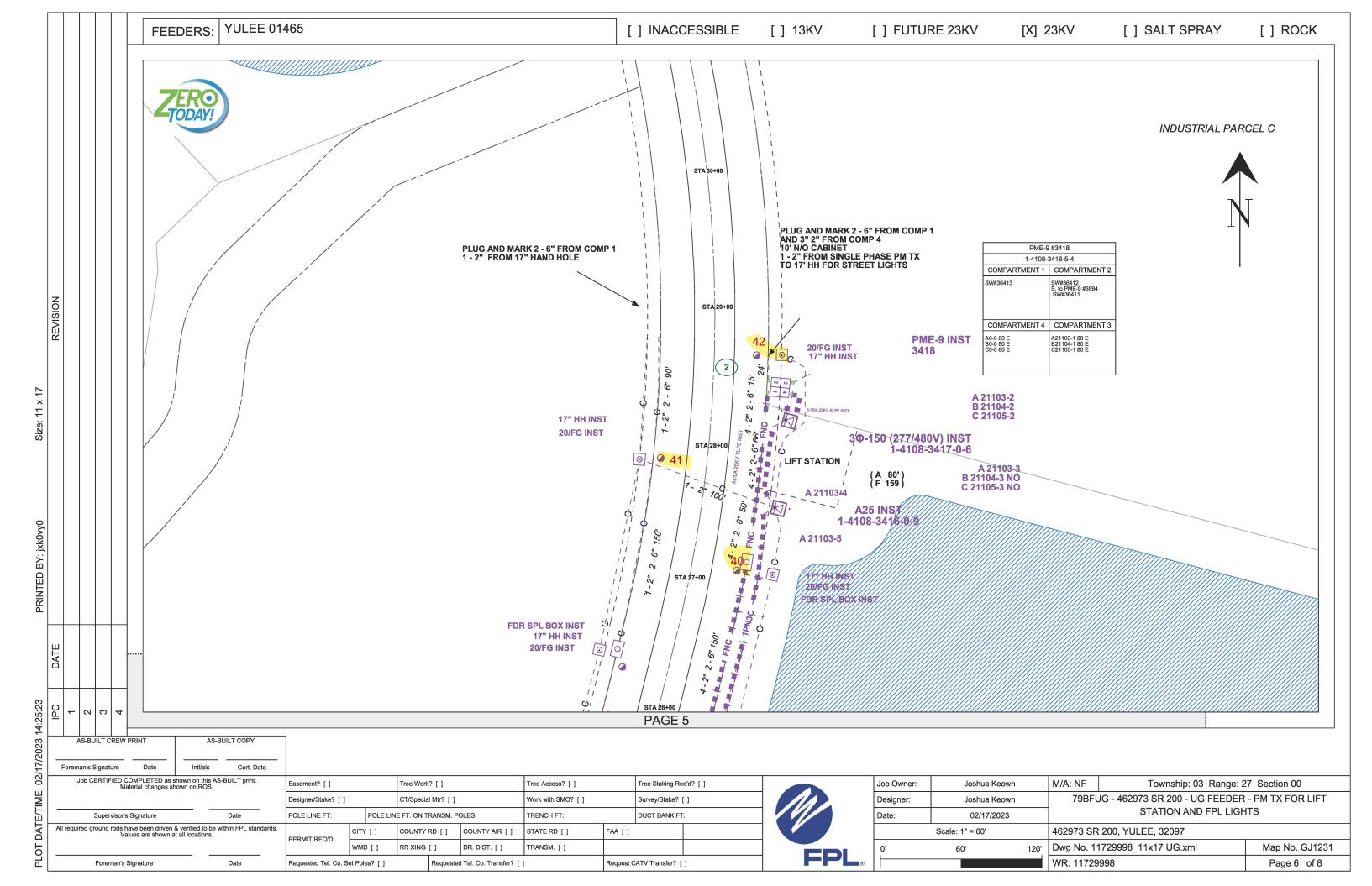


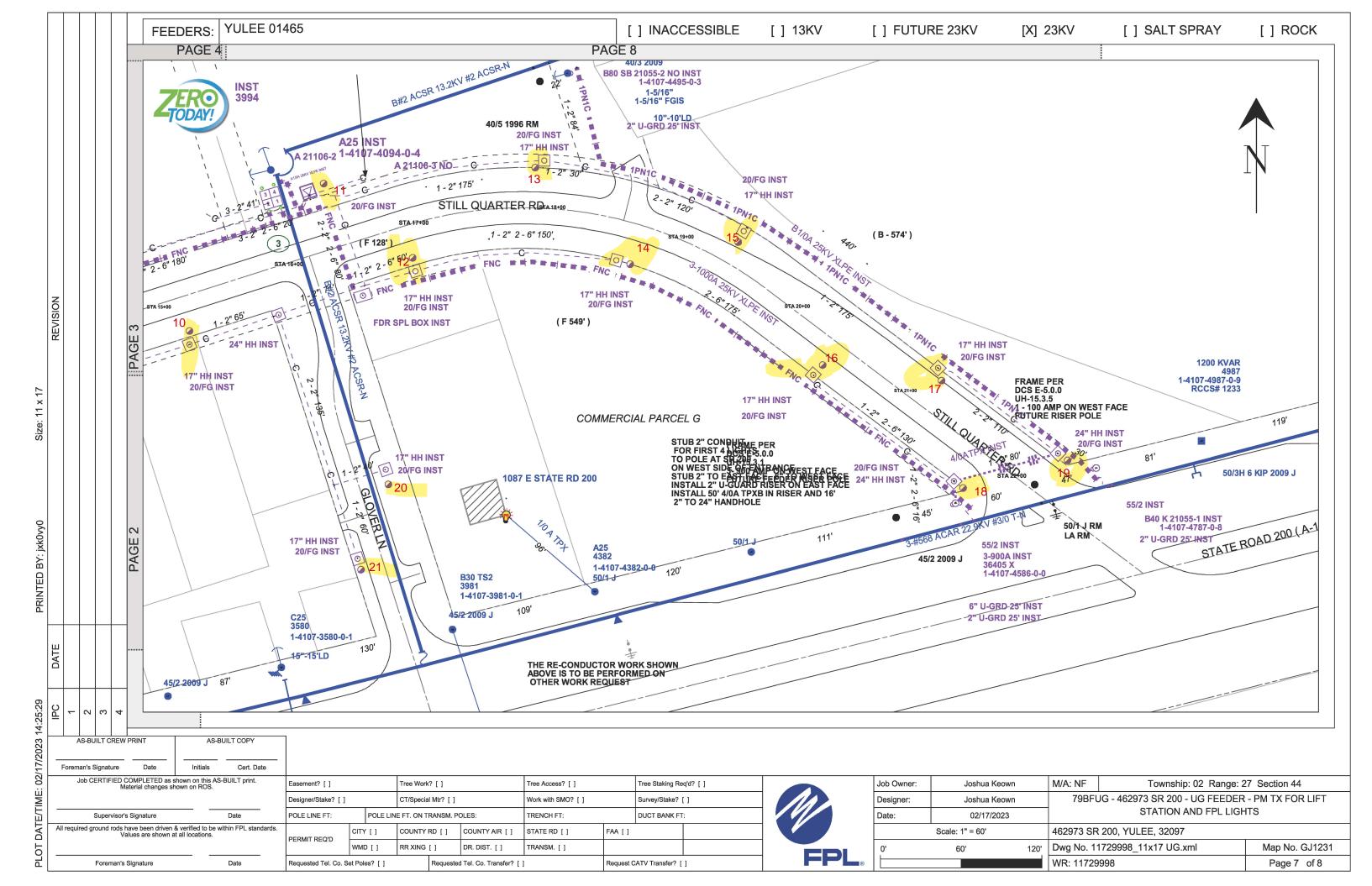


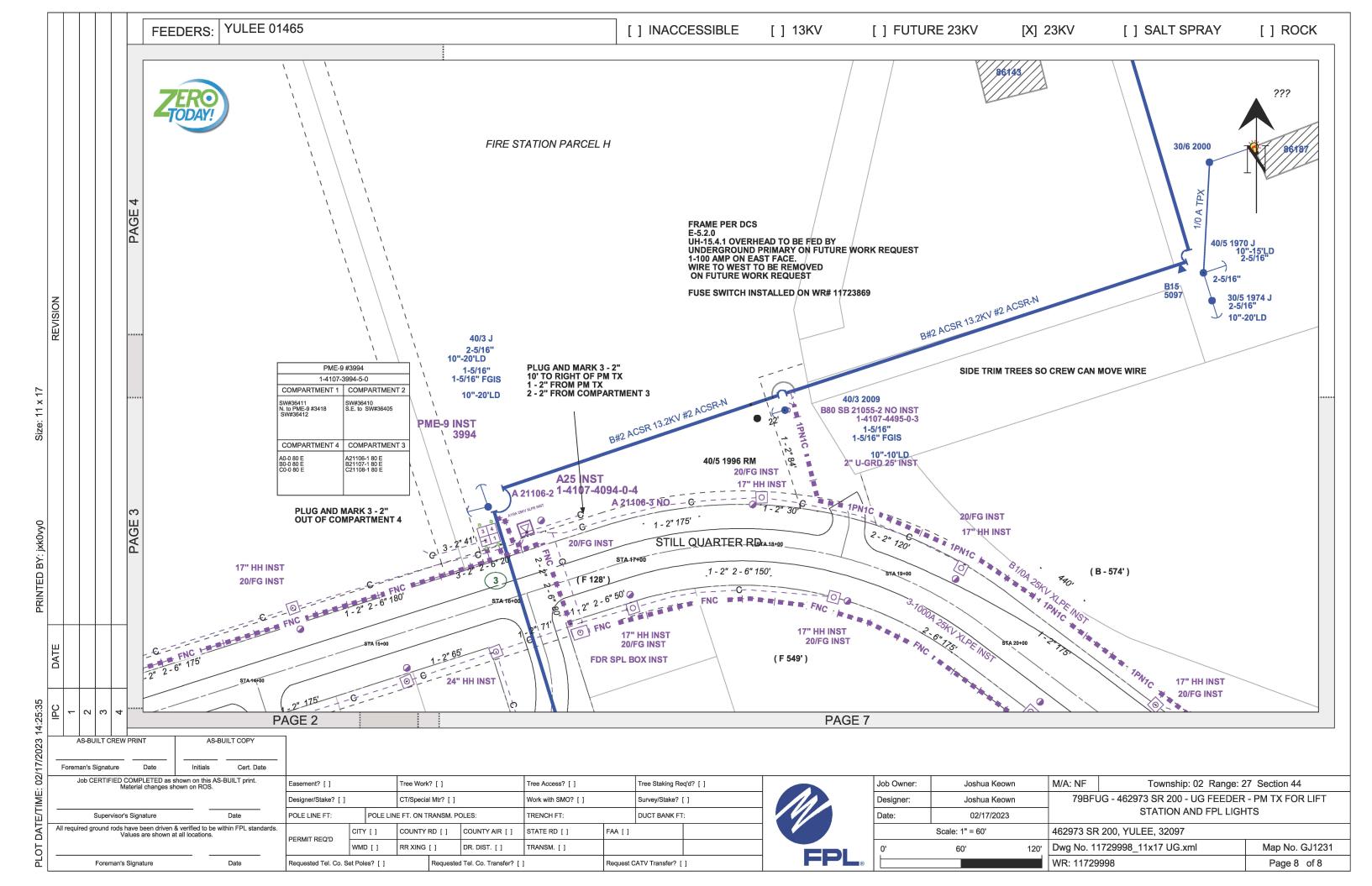












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COST SHARE AGREEMENT BETWEEN EAST NASSAU STEWARDSHIP DISTRICT AND WILDLIGHT RESIDENTIAL ASSOCIATION, INC. AND WILDLIGHT COMMERCIAL ASSOCIATION, INC., FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of this day of, 20, 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" and together with the District, the "Parties")
RECITALS
WHEREAS, the District was established by pursuant to Chapter 2017-206, Laws of Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and
WHEREAS, the District is responsible for the maintenance and repair of certain landscape and irrigation areas (" District Landscape Areas "); and
WHEREAS , such maintenance and repair provide a benefit to residents and landowners within the District; and
WHEREAS, Association is responsible for the maintenance and repair of other landscape areas within the District ("Association Landscape Areas" and, with the District Landscape Areas, "Landscape Areas") as depicted in Exhibit A, attached hereto and by this reference incorporated herein; and
WHEREAS, Association and District desire to utilize the same landscape maintenance contractor to accomplish unification of oversight responsibilities and ensure uniform appearance of landscaping throughout the District; and
WHEREAS, the District entered into that certain [TBD - LANDSCAPE MAINTENANCE CONTRACT], dated ("Landscape Agreement") with [CONTRACTOR]

("Contractor"), for maintenance of the Landscape Areas, which Landscape Agreement is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the Parties desire to enter into an agreement whereby Association funds the maintenance and upkeep of the Association Landscape Areas and District shall be principally responsible for arranging for and supervising the landscape maintenance services.

Now, THEREFORE, in consideration of the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties hereto, 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. Maintenance Contracts and Cost Sharing.

- A. The Parties acknowledge that it is in the best interest of the residents and property owners within the District for the Landscape Areas to be kept in a condition reflecting the quality of the development within the District and desired by the Association. The District shall be responsible for contracting with and overseeing the maintenance of the Landscape Areas.
- B. At all times, the District shall provide for the maintenance of the Landscape Areas using, at a minimum, standard landscaping practices and procedures for the type of landscaping installed, including but not limited to grass management, ornamental plantings, trees, etc. When necessary, the District shall seek the advice of qualified professionals relating to any unusual maintenance events (e.g., extreme weather or bug infestation, etc.).
- C. Association shall pay to the District all expenses incurred in connection with the operation, repair and maintenance of the Association Landscape Areas as described in Exhibit A ("Expenses"). The Expenses shall not include any administrative fees or overhead of District, but shall only include those expenses directly related to the landscaping and irrigation maintenance activity of the Association Landscape Areas as described in Exhibit A. The Association and District agree that the Associations' Expenses shall not exceed _______ Dollars (\$_______) annually, plus any supplemental maintenance services approved by the Association in writing, as provided herein.
- 3. **ASSOCIATION'S APPROVAL OF SUPPLEMENTAL MAINTENANCE SERVICES.** The District shall notify the Association, in advance, of any supplemental maintenance services proposed to be provided in the Association Landscape Areas. The Association shall approve or deny the provision

of such supplemental landscape maintenance services, in writing, prior to commencement of such supplemental services. The Association shall not be required to compensate the District or the Contractor for any supplemental maintenance services performed in the Association Landscape Areas without the Association's prior written consent.

- 4. **PAYMENT OF ASSOCIATION EXPENSES.** The Association shall make monthly payments to District within thirty (30) days after receipt of an invoice from the District for the monthly maintenance services rendered for the Association Landscape Areas, including any supplemental maintenance services approved pursuant to paragraph 3, above.
- 5. **Inspection of Records; Payment Disputes.** Upon request, the District shall make available to Association for review at a reasonable time and place, its books and records with respect to the Expenses. In the event of a dispute between the Parties relating to the reimbursement of Expenses, Association shall pay the amount requested by District in the time frame set forth above. Association shall give written notice accompanying the payment which states it disputes the amount of the payment. Payment in this manner shall not waive the right of Association to dispute the correct amount of such required payment. Any dispute between the District and the Association that the Parties are unable to resolve through informal negotiations within thirty (30) days of notice of such dispute shall be referred to a mutually acceptable arbitrator, whose decision shall be binding on the Parties.
- 6. **TERMINATION.** The District and Association shall each have the right to terminate this Agreement for any reason upon sixty (60) days written notice. Upon termination, the District and Association shall account to each other with respect to all matters outstanding as of the date of termination.
- 7. **Insurance.** The District shall require the Contractor to maintain the following insurance coverage throughout the term of this Agreement:
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and including, at a minimum, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation,

maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The Association and the District and their officers, agents, supervisors, staff and consultants, shall be named as an additional insured. The Contractor shall furnish the District, and the District shall provide the Association, with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, 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.

- 8. **INDEMNIFICATION.** The Association agrees to indemnify and hold harmless District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or other damage of any nature, arising out of, or in connection with, any negligent act or omission, or willful misconduct, of the Contractor or its employees or agents.
- 9. **NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
- 10. **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.
- 11. **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 instrument.
- 12. **Notices.** All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by Federal Express or First-Class Mail, postage prepaid, to the Parties, as follows:
 - A. If to Residential Association: Wildlight Residential Association, Inc.

1 Rayonier Way

Wildlight, Florida 32097 Attn: Association Manager

B. If to Commercial Association: Wildlight Commercial Association, Inc.

1 Rayonier Way

Wildlight, Florida 32097 Attn: Association Manager

C. 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 the Contractor may deliver Notice on behalf of the District and the Contractor. 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.

- 13. **APPLICABLE 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. Venue for any dispute shall be in a court of appropriate jurisdiction in Nassau County, Florida.
- 14. **TERM.** This Agreement shall become effective as of October 1, 2023 [TENTATIVE CONTRACT START DATE], and shall remain in effect until September 30, 2026, unless terminated earlier by either party in accordance with this Agreement. Thereafter, this Agreement shall renew automatically on an annual basis until terminated by either Party.
- 15. **ENFORCEMENT.** A default by either Party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.
- 16. **ATTORNEYS' FEES.** In the event either Party is required to enforce this Agreement or any provision hereof through binding arbitration, court proceedings or otherwise, the prevailing Party shall be entitled to recover from the non-prevailing Party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any such arbitration, litigation or other dispute resolution, and including fees incurred in appellate proceedings.

- 17. **Assignment.** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other. Any purported assignment without such approval shall be void.
- 18. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of 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, 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.
- 19. **BINDING EFFECT; No THIRD-PARTY BENEFICIARIES.** The terms and provisions hereof shall be binding upon and shall inure to the benefit of District and Association. This Agreement is solely for the benefit of the formal Parties hereto 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 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.
- 20. **Public Records.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and 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.
- 21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the Parties to this Agreement, or their respective successors or assigns.
- 22. **EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.



IN WITNESS WHEREOF, the Parties have each caused their duly authorized officers to execute this Agreement as of the date 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	
	By:	
(Print name of witness)	Its:	
Witness:	WILDLIGHT COMMERCIAL ASSOCIATION, INC., a Florida not-for-profit corporation	
	By:	
(Print name of witness)	_ Its:	
Exhibit A: Map of Association La	andscape Areas	

Exhibit B:

Landscape Agreement

9

Amelia Cleaning Co.	First Coast Home Pros	Christy's Cleaning Service
Wipe down all desks and sufaces	Wipe down all desks and surfaces	Dust
Remove trash	Remove Trash	Remove trash
High dusting (blinds, fans)		
Low dusting (baseboards)		
Detail Cleaning of the kitchen (counter, microwave, sink)	Clean Kitchen	
Deatail cleaning of the restroom	Clean restroom	Clean restrooms
Detail cleaning of the conference room		
Clean and polish water fountains		
Sweep and mop all floors		Clean floors
Clean the main entrance office door		Clean front door inside and ou
		Clean inside windows
\$200 per cleaning	\$204 per cleaning	\$140 for 2x per month

Amy Norsworthy

From: Roger Kintz

Sent: Tuesday, July 11, 2023 12:29 PM

To: Amy Norsworthy

Subject: Fwd: Monthly Office Cleaning Estimate

Follow Up Flag: Follow up Flag Status: Flagged

Get Outlook for iOS

From: Banu Schram <contact@ameliacleaningco.com>

Sent: Friday, June 16, 2023 4:34 PM
To: Roger Kintz <rkintz@ccmcnet.com>
Subject: Monthly Office Cleaning Estimate

Good afternoon Roger,

I made a brief visit to your office Wednesday afternoon when I was at the Wildlight as you had requested.

The work scope would be as follows for once a month cleaning:

- 1. Wipe down all desks and surfaces
- 2. Remove trash
- 3. High dusting (blinds, fans)
- 4. Low dusting (baseboards)
- 5. Detail cleaning of the kitchen (counter, microwave, sink)
- 6. Detail cleaning of the restroom
- 7. Detail cleaning of the conference room
- 8. Clean and polish water fountains
- 9. Sweep and mop all floors
- 10. Clean the main entrance office door

The estimate would be \$200.00 plus tax per cleaning.

Please let me know if you have any questions in regards to the work scope.

Thank you.

Sincerely,

Banu Schram

ps. I want to make sure that you had received the workers comp. certificate that I forwarded on Tuesday.

Amelia Cleaning Co.
463063 State Road 200, Unit 616 | Yulee, FL 32041
(904) 742-8713
contact@ameliacleaningco.com
www.ameliacleaningco.com





904.383.7721 Monday-Friday 8:30A-5:00P

Call, Text, or Email!

June 30, 2023 The Wildlight HOA Rodger Kintz 57 Homegrown Way Yulee FL 32097

#303

Mobile (904)776-6027 Email rkintz@ccmcnet.com

We accept personal checks, money orders, or cash. Payment in full is due immediately upon completion of service.

PAY ONLINE

Using a credit card or bank account. A \$5.00 convenience fee applies to online payments.





Estimate #: 88384

House Cleaning Services

Detailed Cleaning Maintenance Cleaning Move Out Cleaning Move In Cleaning

Other Specialty Cleaning Services

Carpet Cleaning Tile, Stone & Grout Cleaning **Upholstery Cleaning** Air Duct & Dryer Vent Cleaning Window Cleaning **Pressure Washing**

Amount Qty Description Item HC- MW House Cleaning - Maintenance Weekly - Office cleaning, empty trash, clean kitchen area, \$204.00 bathrooms, wipe down desks and high touch areas (light switches, doorknobs, countertops) \$68 per person per hour rounded to the half hour

> Subtotal: \$204.00 \$0.00 Tax: \$204.00 Total:

Thank you for considering First Coast Home Pros. Our goal is to be the best service company you've ever invited to your home. In keeping with that idea, each of our services is backed by The 100% Guarantee. If you are not satisfied for any reason, we'll make it right or you don't owe us a dime.

Angie's List Super Service **Award Winners Every Year** Since 2009















Quote N°:	Due Date:
Quote Date:	Prepared by:

CUSTOMER DETAILS

NAME: Wildlight Community HOA			
ADDRESS: 57 Homegrown #303			
PHONE: 904-530-1559	EMAIL:	rkintz@ccmcnet.com	

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
	Change trash		
	Clean inside windows		
	Dust		
	Clean bathrooms		
	Clean floors		
	Clean front door inside and out		
		2 x a month	\$140.00
		SUBTOTAL	
		OTHER	
	TERMS & CONDITIONS nat this quote does not constitute a contract,	TAXES	
	oice. It's our estimation of the total prices for ts or services mentioned above. Once you	TOTAL	\$140.00

receipt, or invoice. It's our estimation of the total prices for the products or services mentioned above. Once you accept this quote, we'll bill you accordingly. Please ensure that payment is made upon completion of service, unless otherwise different agreement made.

Signature:	Name:	Date:
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EAST NASSAU STEWARDSHIP DISTRICT

UNAUDITED FINANCIAL STATEMENTS

EAST NASSAU STEWARDSHIP DISTRICT FINANCIAL STATEMENTS UNAUDITED MAY 31, 2023

EAST NASSAU STEWARDSHIP DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS MAY 31, 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	¢ 4 246 550	œ.	\$ -	\$ -	\$ -	\$ -	\$ -	¢ 1216 550
Cash SunTrust debit	\$ 1,216,550 2,111	\$ -	ъ -	5 -	ъ -	ъ -	a -	\$ 1,216,550 2,111
Investments	۷,۱۱۱	-	-	-	-	-	-	2,111
Revenue	_	_			128,691	440,428		569,119
Reserve	_	_	_	_	163,577	339,250	_	502,827
Prepayment	_	_	_	_	1,145	21,813	_	22,958
Construction	_	_	_	_	1,143	21,013	11,598	11,598
Construction reserve: Wildlight Ave*	_	_	_	_	_	_	729,602	729,602
Sinking	_	_	_	_	_	92	723,002	92
Interest	_	_	_	_	_	93	_	93
Due from Developer	713	_	_	_	_	-	556,025	556,738
Due from FPL 2022	710	1,813	_	_	_	_	000,020	1,813
Due from Wildlight LLC	_	110,753	_	20,666	_	78,762	_	210,181
Due from general fund	_	1,056,367	_	41,333	140	69	_	1,097,909
Prepaid expense	3,475	1,000,007	_	41,000	140	-	_	3,475
Security deposit	0,470	3,000	_	_	_	_	_	3,000
Utility deposits	_	50	_	_	_	_	_	50
Total assets	\$ 1,222,849	\$ 1,171,983	\$ -	\$ 61,999	\$ 293,553	\$ 880,507	\$ 1,297,225	\$ 4,928,116
Total access	Ψ 1,222,043	Ψ 1,17 1,500	Ψ	Ψ 01,000	Ψ 200,000	Ψ 000,001	Ψ 1,231,223	Ψ 4,520,110
LIABILITIES AND FUND BALANCES Liabilities:								
Accounts payable	\$ 9,386	\$ 2,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,428
Accounts payable on-site	-	61	-	-	-	-	-	61
Contracts payable	-	-	-	-	-	-	556,025	556,025
Retainage payable	-	-	-	-	-	-	749,894	749,894
Due to special revenue fund - DSAP #1	1,056,367	-	-	-	-	-	-	1,056,367
Due to special revenue fund - Commerce Park	41,333	-	-	-	-	-	-	41,333
Due to debt service fund - series 2018	140	-	-	-	-	-	-	140
Due to debt service fund - series 2021	69	-	-	-	-	-	-	69
Due to other	258	-	-	-	-	-	-	258
Landowner advance	6,500							6,500
Total liabilities	1,114,053	2,103					1,305,919	2,422,075
DEFERRED INFLOWS OF RESOURCES	740	440.500		20.000		70.700	FFC 00F	700 700
Deferred receipts	713 713	112,566		20,666		78,762	556,025	768,732
Total deferred inflows of resources	/13	112,566		20,666		78,762	556,025	768,732
Fund balances: Restricted for:								
Debt service	-	-	-	-	293,553	801,745	-	1,095,298
Capital projects	-	-	-	-	-	-	(564,719)	(564,719)
Unassigned	108,083	1,057,314		41,333				1,206,730
Total fund balances	108,083	1,057,314		41,333	293,553	801,745	(564,719)	1,737,309
Total liabilities, deferred inflows of resources and fund balances	\$ 1,222,849	\$ 1,171,983	\$ -	\$ 61,999	\$ 293,553	\$ 880,507	\$ 1,297,225	\$ 4,928,116
*Construction Reserve for Wildlight Ave obligation				===				

^{*}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 MAY 31, 2023

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 4	\$ 9,518	\$ 10,121	94%
Assessment levy: off-roll	593	162,615	166,978	97%
Landowner contribution	-	594	40,000	1%
Lot closing	-	4,363	-	N/A
Lease reimbursements	_	, -	14,108	0%
Total revenues	597	177,090	231,207	77%
EXPENDITURES				
Professional & administrative				
District engineer	305	4,269	12,000	36%
General counsel	-	12,954	50,000	26%
Legal: litigation	_	1,306	40,000	3%
District manager	4,000	32,000	48,000	67%
<u> </u>	4,000	32,000	·	0%
Audit	-	- 477	7,000	
Postage	-	177	500	35%
Printing and binding	83	667	1,000	67%
Insurance - GL, POL	-	12,825	14,000	92%
Legal advertising	254	1,017	6,500	16%
Miscellaneous - bank charges	23	1,009	1,000	101%
Office lease: 274 Daydream	-	5,048	10,537	48%
Office lease	5,833	6,999	17,813	39%
Office utilities	367	457	3,350	14%
Office supplies	-	-	2,563	0%
Office buildout	47,003	47,003	-	N/A
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	57,868	126,869	216,753	59%
Other fees & charges		00.4	040	740/
Property appraiser and tax collector		234	316	74%
Total other fees & charges		234	316	74%
Total expenditures	57,868	127,103	217,069	59%
Excess/(deficiency) of revenues				
over/(under) expenditures	(57,271)	49,987	14,138	
Fund balances - beginning	165,354	58,096	53,777	
Fund balances - ending				
Assigned:				
3 months working capital	64,767	64,767	64,767	
Unassigned	43,316	43,316	3,148	
Fund balances - ending	\$108,083	\$ 108,083	\$ 67,915	
	+ 1 2 3,000	+ 130,000	+ 2.,0.3	

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 MAY 31, 2023

	Current	Year to		% of
DEVENUE	Month	Date	Budget	Budget
REVENUES	ф 477	Ф 400 000	Ф 400 000	0.407
Assessment levy: on-roll - net	\$ 177	\$ 403,993	\$ 428,936	94%
Assessment levy: off-roll	25,735	279,506 44,940	324,446	86% N/A
Lot closing Interest and miscellaneous	-	60,000	-	N/A
Vehicle charging revenue	-	1,151	-	N/A N/A
Total revenues	25,912	789,590	753,382	105%
Total revenues	25,512	703,330	7 33,302	10370
EXPENDITURES				
Field operations				
Field operations	5,924	45,007	85,456	53%
Administration and accounting	625	5,000	7,500	67%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	8,078	138,576	380,588	36%
Lake maintenance	975	6,825	19,455	35%
Pest control	-	-	1,000	0%
Street cleaning	-	-	12,000	0%
Street light lease	-	25,217	95,843	26%
Repairs & maintenance	-	194	13,676	1%
Electricity	-	3,317	984	337%
Irrigation (potable)	570	4,415	41,169	11%
Landscape replacement	2,680	2,680	38,059	7%
Parts & supplies	-	634	3,000	21%
Contingency	-	-	250	0%
Insurance	-	-	5,000	0%
Debt service fund accounting: series 2018	625	5,000	7,500	67%
Debt service fund accounting: series 2021	625	5,000	7,500	67%
Arbitrage rebate calculation	=	-	1,000	0%
Dissemination agent	167	1,333	2,000	67%
Trustee (series 2018 bonds)	=	4,246	4,000	106%
Trustee (series 2021 bonds)	4,031	4,031	4,000	101%
Total field operations	24,300	251,475	739,980	34%
Other fees & charges				
Property appraiser and tax collector	_	10,570	13,404	79%
Total other fees & charges		10,570	13,404	79%
Total expenditures	24,300	262,045	753,384	35%
·				
Excess/(deficiency) of revenues				
over/(under) expenditures	1,612	527,545	(2)	
Fund balances - beginning Assigned:	1,055,702	529,769	450,003	
3 months working capital	192,096	192,096	192,096	
Disaster recovery	50,000	50,000	50,000	
Unassigned	815,218	815,218	207,905	
Fund balances - ending	\$1,057,314	\$1,057,314	\$ 450,001	
_				

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 MAY 31, 2023

		Current Month		Year to Date		udget	% of Budget
REVENUES Landowner contribution	\$	_	\$		\$	4,750	0%
Total revenues	Ψ	_	Ψ		Ψ	4,750	0%
EXPENDITURES							
Field operations Administration and accounting		_		_		3,750	0%
Contingency		-		-		500	0%
Dissemination agent						500	0%
Total expenditures						4,750	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 MAY 31, 2023

		rent onth	-	ear to	<u></u>	Budget	% of Budget	
REVENUES						_		
Assessment levy: off-roll	\$	-	\$	25,572	\$	41,333	62%	
Lot closing				15,761		-	N/A	
Total revenues				41,333		41,333	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		-		-		41,329	0%	
Excess/(deficiency) of revenues								
over/(under) expenditures		-		41,333		4		
Fund balances - beginning	4	1,333		_		-		
Fund balances - ending	\$ 4	1,333	\$	41,333	\$	4		

EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2018 FOR THE PERIOD ENDED MAY 31, 2023

	Current	Year To		% of	
	Month	Date	Budget	Budget	
REVENUES					
Special assessment: on-roll - net	\$ 140	\$ 319,000	\$ 346,101	92%	
Assessment prepayments	-	60,403	-	N/A	
Interest	1,986	9,685		N/A	
Total revenues	2,126	389,088	346,101	112%	
EXPENDITURES					
Debt service					
Principal	85,000	85,000	90,000	94%	
Principal prepayment	60,000	200,000	-	N/A	
Interest	120,424	244,803	249,056	98%	
Total debt service	265,424	529,803	339,056	156%	
Other fees & charges					
Property appraiser	-	3,440	3,605	95%	
Tax collector	-	6,372	7,210	88%	
Total other fees and charges		9,812	10,815	91%	
Total expenditures	265,424	539,615	349,871	154%	
Excess/(deficiency) of revenues					
over/(under) expenditures	(263,298)	(150,527)	(3,770)		
Fund balances - beginning	556,851	444,080	328,526	_	
Fund balances - ending	\$293,553	\$ 293,553	\$ 324,756	=	

EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2021 FOR THE PERIOD ENDED MAY 31, 2023

	Current Month		Year To Date		Budget		% of Budget	
REVENUES			_		_			
Special assessment: on-roll - net	\$	69	\$	157,103	\$	166,966	94%	
Special assessment: off-roll		109,498		450,103		516,753	87%	
Assessment prepayments		-		31,681		-	N/A	
Lot closing		-		276,833		-	N/A	
Interest		3,165		15,842			N/A	
Total revenues		112,732		931,562		683,719	136%	
EXPENDITURES								
Debt service								
Principal		255,000		255,000		255,000	100%	
Principal prepayment		10,000		10,000		-	N/A	
Interest		213,125		426,250		426,250	100%	
Total debt service		478,125		691,250		681,250	101%	
OTHER FINANCING SOURCES/(USES)								
Property appraiser		-		_		1,739	0%	
Tax collector		_		3,141		3,478	90%	
Total other financing sources/(uses)	-	-		3,141		5,217	60%	
Total expenditures		478,125		694,391		686,467	101%	
Excess/(deficiency) of revenues								
over/(under) expenditures		(365,393)		237,171		(2,748)		
Fund balances - beginning		1,167,138		564,574		563,464		
Fund balances - ending	\$	801,745	\$	801,745	\$	560,716		

EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2021 FOR THE PERIOD ENDED MAY 31, 2023

	Current Month	Year To Date		
REVENUES				
Landowner contribution	\$ -	\$	1,269,394	
Interest	3,000		44,230	
Total revenues	3,000		1,313,624	
EXPENDITURES Construction costs Total expenditures	272,762 272,762		3,846,129 3,846,129	
Excess/(deficiency) of revenues over/(under) expenditures	(269,762)		(2,532,505)	
Fund balances - beginning Fund balances - ending	\$ (294,957) (564,719)	\$	1,967,786 (564,719)	

EAST NASSAU STEWARDSHIP DISTRICT

MINUTES

DRAFT

1 2		UTES OF MEETING U STEWARDSHIP DISTRICT
3 4	The Governing Board of the East	Nassau Stewardship District held a Regular Meeting on
5	June 15, 2023 at 10:00 a.m., at the Fe	ernandina Beach Municipal Airport, 700 Airport Road,
6	Fernandina Beach, Florida 32034.	
7		
8 9	Present were:	
10	Mike Hahaj	Chair
11	Jaime Northrup	Vice Chair
12	Rob Fancher	Assistant Secretary
13	Tommy Jinks	Assistant Secretary
14	,	,
15	Also present were:	
16		
17	Ernesto Torres	District Manager
18	Michelle Rigoni	District Counsel
19	Amy Norsworthy	Operations Manager
20		
21		
22	FIRST ORDER OF BUSINESS	Call to Order
23		
24	Mr. Torres called the meeting to	order at 10:03 a.m.
25		
26 27	SECOND ORDER OF BUSINESS	Roll Call
28	Supervisors Hahaj, Jinks, Northru	p and Fancher were present. Supervisor Lombardo was
29	not present.	
30		
31	THIRD ORDER OF BUSINESS	Chairman's Opening Remarks
32	Mr. Hahai walaamad ayamana ar	ad thanked them for attending the meeting
33	ivir. Hanaj weicomed everyone ar	nd thanked them for attending the meeting.
34		
35 36 37	FOURTH ORDER OF BUSINESS	Public Comments (limited to 3 minutes per person)
38	No members of the public spoke.	

39						
40 41 42	FIFTH	ORDEI	R OF BU	SINESS		Acceptance of Resignation of Michael Lombardo, Seat 5 (Term Expires November 2024)
43 44		Mr. T	orres pr	esented	the resignation o	Supervisor Michael Lombardo from Seat 5.
45						
46 47 48				-		ed by Ms. Northrup, with all in favor, the bardo from Seat 5, was accepted.
49						
50	•	Consi	ideratio	n of App	ointment to Fill U	nexpired Term of Seat 5
51		Ms. N	Northrup	nomina	ted Mr. Max Hord	I to fill Seat 5.
52		No ot	ther non	ninations	were made.	
53						
54 55		li .		•	•	onded by Mr. Fancher, with all in favor, ill Seat 5, was approved.
56 57						
58		A.	Admi	nistratio	n of Oath of Offic	e to Newly Appointed Supervisor (the following
59			to be	provided	l in separate pack	age)
60			I.	Guide	to Sunshine Ame	endment and Code of Ethics for Public Officers
61				and Em	ployees	
62			II.	Memb	ership, Obligation	s and Responsibilities
63			III.	Financi	al Disclosure For	ms
64				a.	Form 1: Stateme	nt of Financial Interest
65				b.	Form 1X: Ame	ndment to Form 1, Statement of Financia
66					Interests	
67				c.	Form 1F: Final St	atement of Financial Interests
68			IV.	Form 8	B: Memorandum	of Voting Conflict
69		The C	Oath of 0	Office wil	l be administered	to Mr. Hord at or before the next meeting.
70						

71 72 73 74	SIXTH ORDER OF BUSINESS	Consideration of Resolution 2023-08, Designating Certain Officers of the District; and Providing for an Effective Date
7 5	Mr. Torres presented Resolution 2023-08.	Mr. Hahaj nominated the following slate:
76	Chair	Mike Hahaj
77	Vice Chair	Jaime Northrup
78	Assistant Secretary	Rob Fancher
79	Assistant Secretary	Tommy Jinks
80	Assistant Secretary	Max Hord
81	Assistant Secretary	Ernesto Torres
82	No other nominations were made.	
83	Prior appointments by the Board for	Treasurer and Assistant Treasurer remain
84	unaffected by this Resolution.	
85		
86 87 88 89 90	On MOTION by Mr. Hahaj and secon Resolution 2023-08, Designating Certain and Providing for an Effective Date, was a	Officers of the District, as nominated;
91 92 93 94 95	SEVENTH ORDER OF BUSINESS	Consideration of Resolution 2023-07, Designating the Location of the Local District Records Office and Providing an Effective Date
96	Mr. Torres presented Resolution 2023-07.	The following change was made:
97	Section 1: Change "Unit 300" to "Unit 303	3"
98		
99 100 101 102 103	On MOTION by Mr. Hahaj and second Resolution 2023-07, as amended, Design Records Office and Providing an Effective	ating the Location of the Local District
104 105 106	EIGHTH ORDER OF BUSINESS	Consideration of FPL LED Lighting Agreement – Phase 5 (Encore)

Ms. Rigoni stated that this Lighting Agreement is for the commercial area that is not in the bond project area so it will be discussed further with Developer's Counsel to determine the best course of action. Regarding why this is an issue, Ms. Rigoni explained that, if the District enters into this, it must be sure that it can meet the obligations of Florida Power & Light (FPL) in its standard form of agreement. The District does not have any land interest in this but FPL's standard agreement assumes that whoever enters into the agreement has fee simple ownership of the streetlight locations. There are ways to achieve this but it must be coordinated with FPL to determine if an easement is okay instead of a deed.

This item was tabled.

NINTH ORDER OF BUSINESS

Consideration of First Amendment to the Cost Share Agreement for the Use of Office Space

Ms. Rigoni stated that the District previously entered into a cost-share agreement with the Wildlight Residential and Wildlight Commercial Associations. This Amendment commemorates that a sublease was entered into for the permanent office space. It amends the original agreement so that the cost share is related to the various goods purchased for office space, along with administrative costs of running the office, such as utilities, janitorial, etc.

Discussion ensued regarding how monthly billing will be handled.

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, the First Amendment to the Cost Share Agreement for the Use of Office Space, in substantial form to allow the Wildlight Residential Association, Inc., and Wildlight Commercial Association, Inc., time to review, was approved.

TENTH ORDER OF BUSINESS

Authorization of RFP for Landscape & Irrigation Maintenance Services

Ms. Rigoni presented the Request for Proposals (RFP) for Landscape & Irrigation Maintenance Services and the Evaluation Criteria and discussed timing. She noted that there was discussion about possibly cost-sharing some of the landscape areas with the Wildlight

Residential and Commercial Associations. She discussed the possibility of, upon buildout, the District being the landscaping contacting entity with the various Associations reimbursing the District for their proportionate share.

Ms. Norsworthy stated when all the maps and percentages are ready, they can be presented to the Residential and Commercial Associations. She suggested the new contract start as soon as possible, such as October 1, 2023 but no later than January 1, 2024.

Ms. Rigoni stated the Evaluation Criteria must be approved today but the RFP can be approved in substantial form, authorizing the Chair or another Board Member to work with Staff to finalize the remainder of the RFP packet and coordinate with the Residential and Commercial Associations on the scope of the cost share arrangement with a targeted contract start date of October 1, 2023.

Discussion ensued regarding the Evaluation Criteria and the category weightings.

Ms. Rigoni reviewed the timing of the RFP and due dates and other matters that need to be determined. Once the RFP is finalized, she can distribute it and receive Board Member input before advertising it.

On MOTION by Mr. Hahaj and seconded by Mr. Fancher, with all in favor, the Landscape & Irrigation Maintenance Services RFP Evaluation Criteria, was approved.

On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, the Request for Proposals (RFP) for Landscape & Irrigation Maintenance Services, in substantial form, authorizing Staff and the Chair or another Board Member to finalize the RFP packet and coordinate with the Residential and Commercial Associations on the scope of the cost share arrangement, if any, was approved.

ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of April 30, 2023

On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, the Unaudited Financial Statements as of April 30, 2023, were accepted.

TWE	LFTH ORDER OF BUSINESS	Approval of May 18, 2023 Regular Me Minutes	
		onded by Mr. Fancher, with all in favor, the outes, as presented, were approved.	
	D.		
THIR	RTEENTH ORDER OF BUSINESS	Staff Reports	
A.	District Counsel: Kutak Rock, LLP		
	Discussion ensued regarding timing	of sending assessment notices.	
B. District Engineer: England-Thims & Miller, Inc.			
	There was no report.		
C.	Field Operations: CCMC		
	Ms. Norsworthy reported that the n	nove into the new office was completed.	
D.	District Manager: Wrathell, Hunt a	nd Associates, LLC	
	• NEXT MEETING DATE: July 2	0, 2023 at 10:00 AM	
	O QUORUM CHECK		
FOU	RTEENTH ORDER OF BUSINESS	Board Members' Comments/Requests	
	There were no Board Members' cor	nments or requests.	
FIFT	EENTH ORDER OF BUSINESS	Public Comments	
	N		
	No members of the public spoke.		
			
SIXT	EENTH ORDER OF BUSINESS	Adjournment	
	On MOTION by Mr. Hahaj and seconeeting adjourned at 10:35 a.m.	onded by Ms. Northrup, with all in favor, the	

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210			
211			
212			
213			_
214	Secretary/Assistant Secretary	Chair/Vice Chair	

June 15, 2023

EAST NASSAU STEWARDSHIP DISTRICT DRAFT

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 continued to November 17, 2022	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