

**EAST NASSAU
STEWARDSHIP
DISTRICT**

April 16, 2020

GOVERNING BOARD

TELEPHONIC PUBLIC

MEETING AGENDA

East Nassau Stewardship District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

April 9, 2020

Governing Board
East Nassau Stewardship District

Dear Board Members:

The Governing Board of the East Nassau Stewardship District will hold a Telephonic Public Meeting on April 16, 2020 at 10:00 a.m., at **1-888-354-0094, CONFERENCE ID: 2144145**. 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. Consideration of Martex Services Contract No. – 8207 for Maintenance of Trails and Associated Retention Ponds and Trash Receptacles
6. Consideration of Transit Stop Lease Agreement with JTA
7. Consideration of FY19-20 Public Facilities Report
8. Consideration of FPL Electric Vehicle Charging Station Overview and Form of Agreement
9. Acceptance of Unaudited Financial Statements as of February 29, 2020
10. Approval of January 16, 2020 Public Hearing and Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Hopping Green & Sam, P.A.*
 - B. District Engineer: *England-Thims & Miller, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: May 21, 2020 at 10:00 A.M.

ATTENDEES:

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

TO ATTEND BY TELEPHONE

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

CONFERENCE ID: 2144145

○ QUORUM CHECK

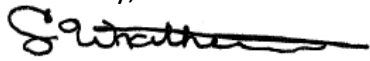
MIKE HAHAJ	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
ROB FANCHER	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
DAN ROACH	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
MAX HORD	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
JANET PRICE	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE

- 12. Board Members' Comments/Requests
- 13. Public Comments
- 14. Adjournment

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

“That said, the District wants to encourage public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can dial in at **1-888-354-0094, Conference ID: 2144145**. Additionally, participants are encouraged to submit questions and comments to the District’s manager in advance at 561-571-0010 or wraithellc@whhassociates.com.”

I look forward to seeing all of you at the upcoming meeting. In the meantime, if you should have any questions or concerns, please do not hesitate to contact me directly at 561-719-8675.

Sincerely,

Craig Wrathell
District Manager

**EAST NASSAU
STEWARDSHIP DISTRICT**

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April 07, 2020

Contract No. - 8207

East Nassau Stewardship District

Maintenance Contract for trails and associated retention ponds and trash receptacles

MN - Weekly Service 4/3

From March through October, a four person crew will perform weekly visits. From November through February, a three person crew will perform weekly visits and crew hours will be reduced from 10 to 5.

The following operations will be performed:

Mow, edge, line trim, weeding of all trails, trail edges, and retention pond embankments. NOTE - line trimming will be labor-intensive to maintain turf growth on un-mowable pond bank slopes.

Weeding of all surface cracks. Keep all encroaching vegetation cut-back from trails while maintaining a buffer between the trails and the native vegetation. Keep vegetation from growing on, near or through the boardwalks.

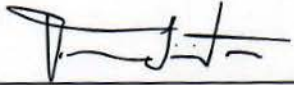
Remove all landscape debris and trash from job site, blow-off all surfaces, empty designated trash receptacles.

CONTRACT SUMMARY

SERVICES	OCCURS	PRICE EACH	EXT PRICE	SALES TAX	TOTAL PRICE
MN - Weekly Service 4/3	52	\$1,056.00	\$54,912.00	\$0.00	\$54,912.00
			\$54,912.00	\$0.00	\$54,912.00

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
April	\$4,576.00	\$0.00	\$4,576.00
May	\$4,576.00	\$0.00	\$4,576.00
June	\$4,576.00	\$0.00	\$4,576.00
July	\$4,576.00	\$0.00	\$4,576.00
August	\$4,576.00	\$0.00	\$4,576.00
September	\$4,576.00	\$0.00	\$4,576.00
October	\$4,576.00	\$0.00	\$4,576.00
November	\$4,576.00	\$0.00	\$4,576.00
December	\$4,576.00	\$0.00	\$4,576.00
January	\$4,576.00	\$0.00	\$4,576.00
February	\$4,576.00	\$0.00	\$4,576.00
March	\$4,576.00	\$0.00	\$4,576.00
	\$54,912.00	\$0.00	\$54,912.00

By 

 Tom Livingston

Date 4/7/2020

 Martex

By _____

Date _____

 East Nassau Stewardship District

**EAST NASSAU
STEWARDSHIP DISTRICT**

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TRANSIT STOP LEASE AGREEMENT

THIS TRANSIT STOP LEASE AGREEMENT (this "Lease") is made as of _____, 2019, by and between the _____, (as the "Landlord"), having an address of _____, and **JACKSONVILLE TRANSPORTATION AUTHORITY**, a body corporate and politic and agency of the State of Florida (as the "Tenant"). Landlord and Tenant sometimes collectively referred to hereinafter as the "Parties."

In consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Definitions

- a. "**Premises**": The approximately is 40-foot x 20-foot area of property depicted and described on Exhibit A attached hereto.
- b. "**Commencement Date**": _____, 2019.
- c. "**Term**": The period commencing on the Commencement Date and ending twenty-five (25) years thereafter, subject to extension as provided in Paragraph 7 below.
- d. "**Rent**": The sum of One Dollar (\$1.00) per year, plus sales tax if any, payable in advance annually.
- e. "**Tenant's Facilities**": Improvements to be constructed by Tenant on the Premises from time to time during the Term, including, without limitation, a bus transit stop, one (1) shelter, trash receptacle shelter and related facilities as generally depicted on Exhibit B attached hereto for Tenant's bus transit operations.

2. **Premises. Term.** Landlord hereby leases to Tenant and Tenant leases from Landlord the Premises for the Term (unless sooner terminated as provided herein).

3. **Use of Premises.** Tenant may use the Premises to construct, operate, maintain, repair and replace from time to time during the Term of this Lease the Tenant's Facilities. Tenant, at Tenant's expense, may construct Tenant's Facilities, including installation of any electrical, fiber optic or other utilities needed to serve Tenant's use of the Premises. Without limiting the foregoing, Tenant may remove or trim any trees, limbs or other encroachments on, over or under the Premises for the construction, operation, maintain, repair and replace of the Tenant Facilities. Upon completion of construction of the Tenant's Facilities, Tenant shall restore the Premises and immediately surrounding area. Upon the expiration or earlier termination of the Term of this Lease, Tenant, at its expense, shall remove the Tenant's Facilities from the Premises.

4. **Maintenance.** Landlord shall have no maintenance or repair obligations with respect to the Premises. Tenant, at its cost and expense, shall maintain the Premises and Tenant Facilities in good condition, reasonable wear and tear excepted. Tenant shall cause trash to be

removed from the Premises on at least a weekly basis. Tenant shall be responsible, at its cost, to provide electrical service to the Premises.

5. **Compliance with Laws.** Tenant shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction relating to the use, condition and occupancy of the Premises.

6. **Option to Extend Lease.** Tenant shall have the option to extend the Term of this Lease for one (1) period of up to twenty-five (25) additional years on the same terms and conditions as set forth herein, upon written notice to Landlord not less than thirty (30) days prior to expiration of the initial term. A short form memorandum of this Lease containing this

7. **Right of First Refusal.** Landlord hereby grants Tenant the right of first refusal to purchase the Premises upon Landlord's proposed sale of the Landlord's Property. Should Landlord receive a bona fide offer to purchase the Property, Landlord shall promptly provide notice and the material terms and conditions of the sale. Tenant shall have thirty (30) days to notify Landlord if Tenant desires to purchase the Premises at a purchase price based on the per-square-foot value of the overall Landlord's Property as set forth in the purchase offer / contract.

8. **Termination Rights.** Tenant may terminate this Lease upon providing ninety (90) days prior written notice to Landlord. Tenant may remove or alter the bus stop improvements or parts thereof at any time in Tenant's discretion. In the event of such termination, all future obligations of the parties hereunder shall terminate.

9. **Memorandum of Lease.** Tenant, at its expense, may record in the Public Records of Duval County, Florida, a memorandum of this Lease giving notice of the Option to extend the Lease, the Right of First Refusal and Termination Rights set forth in Paragraphs 6, 7 and 8 above. Upon the expiration or earlier termination of this Lease, Tenant shall release, abandon and terminate this Lease of record by a written instrument executed by Tenant and recorded in the public records of Duval County, Florida.

10. **Indemnity.** To the extent allowed by law, Tenant will indemnify Landlord for any injuries, loss, cost or expense of Landlord arising from the willful actions or negligence of Tenant and Tenant's agents, employees, contractors and representatives. Landlord will remain responsible for and indemnify Tenant for injuries and harm to users of the bus stop which arise from hazardous conditions present on Landlord's adjacent property or which arise from the willful actions or negligence of Landlord or Landlord's agents, employees, contractors or representatives. Nothing contained herein shall be deemed a waiver of sovereign immunity by the Parties beyond that provided in Section 768.28, Florida Statutes,

11. **Notices.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when (a) actually received or (b) signed for or "refused" as indicated on the postal or delivery service return receipt. Delivery may be by personal delivery, Federal Express (or other commercially recognized express mail or delivery service), or by United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out above, or at such other addresses as they may hereafter specify by written notice delivered in accordance herewith.

12. **Miscellaneous.**

(a) **Entire Agreement.** Any and all riders and exhibits attached to this Lease are made a part of this Lease for all purposes. This Lease contains the entire agreement between the parties hereto and may not be altered, changed or amended, except by written Instrument signed by both parties hereto.

(b) **No Waiver.** No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver be in writing signed by the waiving party and addressed to the other party, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of Landlord or Tenant to insist upon the performance by the other party in strict accordance with the terms hereof.

(c) **Successors and Assigns.** The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

13. **Partial Invalidity.** If any term of this Lease, or the application of the term to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of the term to persons or circumstances other than those as to which the term is held invalid or unenforceable, will not be affected by the application, and each term of this Lease will be valid and will be enforced to the fullest extent permitted by law.

14. **Federal Clauses.**

(a) Landlord acknowledges that Tenant is the recipient of federal grants through the Federal Transit Administration (“FTA”), which funded, in part, the Premises. The Landlord further acknowledges that pursuant to FTA grant requirements, the Tenant must demonstrate and retain satisfactory continuing control over the use of the Premises. The Landlord agrees that it will not exercise any right permitted under this Lease in a manner which compromises or otherwise diminishes Tenant’s obligation to retain satisfactory continuing control over the use of the Premises.

(b) Satisfactory continuing control is defined as the legal assurance that FTA-funded property will remain available to be used for its originally authorized purpose throughout its useful life until disposition.

(c) The Landlord acknowledges the federal interest in the Premises and agrees that it will take no action which compromises or otherwise diminishes such interest.

(d) Landlord acknowledges that the Tenant must comply with all applicable federal statutes, regulations, orders, certification and assurances, or other federal law (collectively referred to as “Federal Laws”), including, but not limited to, those set forth in the current FTA Master Agreement governing transit projects supported with federal assistance awarded through the FTA. The Landlord agrees that it will take no action seeking compliance with non-federal laws to the extent such laws conflict with applicable Federal Laws.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Lease, effective as of on the date first above written.

Signed, sealed and delivered in the presence of: **LANDLORD**

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

By: _____

Date: _____

**JACKSONVILLE TRANSPORTATION
AUTHORITY**, a body politic and corporate and
an agency of the State of Florida

By: _____

Name: Nathaniel P. Ford, Sr.

Title: Chief Executive Officer

Date: _____

Approved as to form for execution by
Authorized Signatory of the
Jacksonville Transportation Authority

Legal Consultant: NELSON MULLINS
BROAD AND CASSEL

By: _____

Richard N. Milian, P.A.

Signed, sealed and delivered in the presence
of:

JACKSONVILLE TRANSPORTATION
AUTHORITY

Name printed: _____

BY: _____

Name: _____

Name printed: _____

Title: _____

Form approved:

JTA legal counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on _____, 20____, by
_____, the _____ of and on behalf of
_____, and on behalf of _____, a
_____. He/she is personally known to me or has
produced _____ as identification.

Notary Public, State and County Aforesaid
Name printed: _____
My Commission Expires: _____
Commission NO: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on _____, 20____, by _____, the _____ of and on behalf of _____, and on behalf of _____, a _____. He/she is personally known to me or has produced _____ as identification.

Notary Public, State and County Aforesaid
Name printed: _____
My Commission Expires: _____
Commission NO: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on _____, 20____, by _____, the _____ of and on behalf of _____, and on behalf of _____, a _____. He/she is personally known to me or has produced _____ as identification.

Notary Public, State and County Aforesaid
Name printed: _____
My Commission Expires: _____
Commission NO: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on _____, 20____, by _____, the _____ of the JACKSONVILLE TRANSPORTATION AUTHORITY, a body politic and corporate and an agency of the State of Florida, on behalf of the body and agency. He/she is personally known to me or has produced _____ as identification.

Notary Public, State and County Aforesaid
Name printed: _____
My Commission Expires: _____
Commission NO: _____

EXHIBIT A

The Premises

**EAST NASSAU
STEWARDSHIP DISTRICT**

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**East Nassau Stewardship
District**

**Public Facilities Report
Fiscal Year 2018 – 2019**

Dated: April 16, 2020

EAST NASSAU STEWARDSHIP DISTRICT

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 - B. Landscaping and Hardscape Features
 - C. Conservation Habitat Network
 - D. Stormwater Management Facilities
 - E. Roadway Infrastructure
- IV. PLANNED OR PROPOSED FACILITIES

I. PURPOSE AND SCOPE

This public facilities report is provided at the request of the East Nassau Stewardship District (the "District") for the Fiscal Year 2018-2019 in accordance with Section 189.08, Florida Statutes. The purpose of this report is to provide general descriptions of the public facilities currently owned or operated by the District as well as any facilities the District is building, expanding, replacing or currently proposed within the next seven years.

II. GENERAL INFORMATION

The District is a local unit of special-purpose government and independent special district, created and existing pursuant to and in accordance with Chapter 2017-206 Laws of Florida, and Chapter 189, Florida Statutes. The District contains approximately 23,600 +/- acre and is located within Nassau County, Florida. As a local unit of special-purpose government, the District provides an alternative means of planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District owns, operates, and/or maintains certain public facilities within and outside of its boundary. These public facilities include mobility trails and open space, hardscape features, landscaping and irrigation, certain stormwater management facilities, and certain roadway infrastructure improvements. A brief description of each is provided below.

III. PUBLIC FACILITIES

A. Mobility Trails and Open Space

There are currently a series of multi-use mobility trails within the boundaries of the District. These trails vary in size, type and location and provide enhanced pedestrian connectivity within the District. The District owns, operates and maintains these trail systems.

The District currently anticipates that the existing trail system will be expanded within the next five years as additional development pods within the District are developed.

In addition, the District currently owns and maintains various open space areas within the District which may be utilized for passive recreation.

There are small neighborhood parks and common areas located within the boundaries of the District and used for passive recreation which are owned, operated, and maintained by property owner associations ("POAs") for the community.

B. Landscaping and Hardscape Features

The District currently operates and maintains various hardscape and landscape within the District. These features consist of, among other items, landscaping, irrigation, lighting, signage, fencing and monuments/towers. This includes operation and maintenance of landscaping and irrigation along Floco Avenue, Daydream Avenue, Wildlight Avenue and various areas within the District.

The irrigation system is currently at full capacity and is sufficient to meet the current demands of the District. A demand/capacity analysis is not applicable to the landscaping. The irrigation system will expand to accommodate each future increase in common area. The supply for the irrigation system will be created by utilizing available reuse water supply as approved by the applicable permitting agencies. The District will be responsible for operation and maintenance of these systems once they are constructed.

C. Conservation Habitat Network

The Conservation Habitat Network consists of the preservation of wetlands in accordance with the permit requirements from the St. Johns River Water Management District, The U.S. Army Corps of Engineers, and the Nassau County issued development order. The District owns and maintains these designated areas to ensure compliance with the applicable permits.

A demand/capacity analysis is not applicable to this facility.

D. Stormwater Management Facilities

The District designed, permitted, constructed and/or acquired stormwater management facilities (SMF's), and numerous outfall control structures throughout the District, which include outfall pipes and appurtenances thereto.

The District currently maintains the SMF's as shown on the attached Exhibit entitled "Maintenance Map" In connection therewith, the District inspects, cleans, mows, and treats the SMF's to maintain water quality.

The existing stormwater management facilities are at full capacity and meet the demands of the District. Additional stormwater management facilities will be constructed as pods are developed. The District will be responsible for operation and maintenance of these facilities once they are constructed.

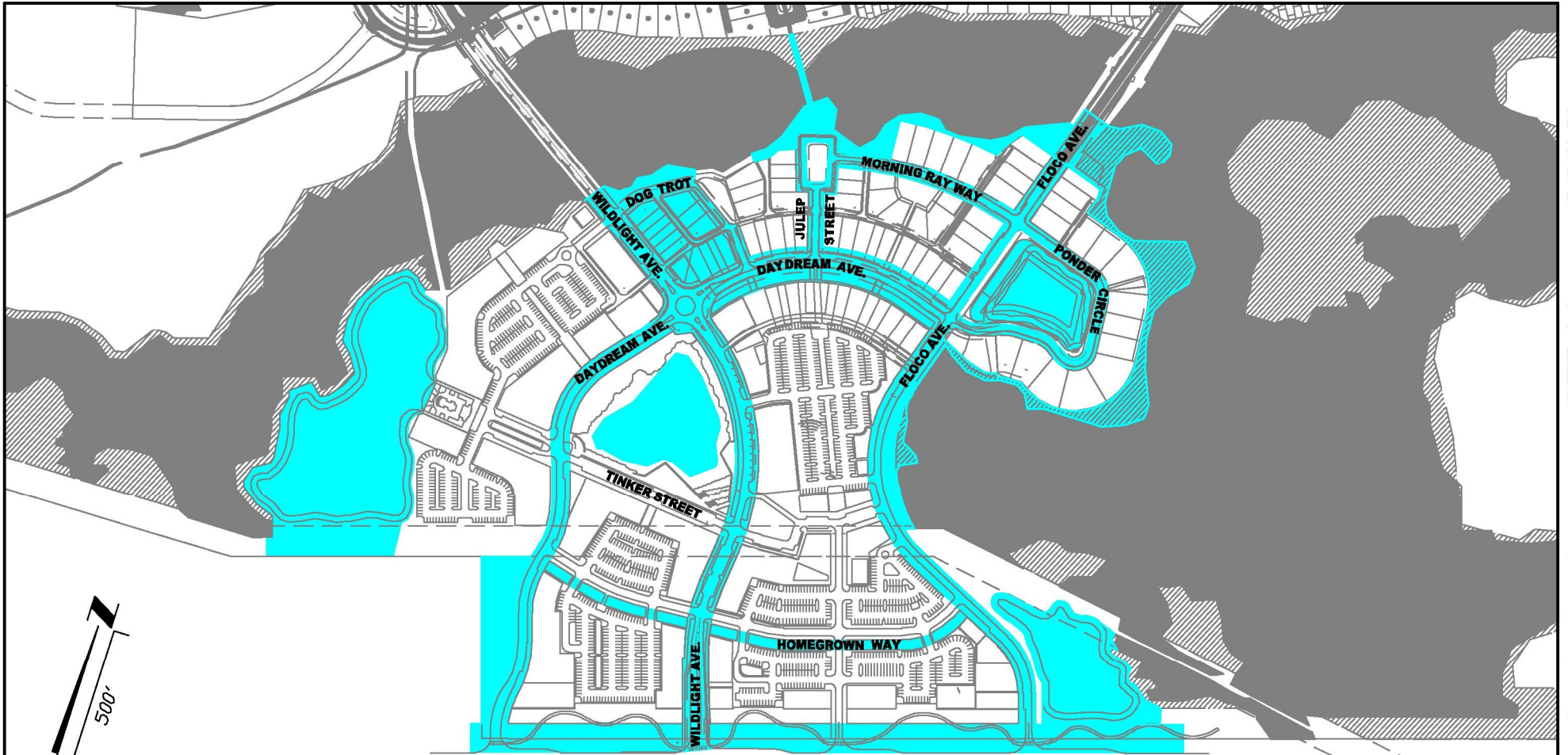
E. Roadway Infrastructure

The District designed, permitted, constructed and/or acquired multiple roadways and associated utilities throughout the District. Once constructed and/or acquired, certain roadway infrastructure improvements are owned, operated and maintained by the District. Other roadway infrastructure improvements within the District that were not constructed or acquired by the District are owned, operated and maintained by Nassau County or commercial owners association.

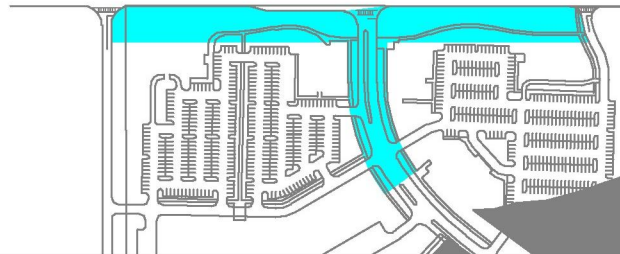
The existing roadway infrastructure currently meets the demand of the District. Additional roadway infrastructure will be constructed as pods are developed.

IV. PLANNED OR PROPOSED FACILITIES

The facilities the District anticipates constructing, installing, operating, and/or maintaining remain consistent with those set forth in the District's Fiscal Year 2017-2018 Public Facilities Report which was filed with the County on November 19, 2018.



A1A/ SR200



LEGEND:

-  DENOTIS STEWARDSHIP DISTRICT
-  DENOTIS CONSERVATION EASEMENT
-  DENOTIS WEIAND

ETM

VISION - EXPERIENCE - RESULTS
 ENGLAND - THIMS & MILLER, INC.
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 IEL: (904) 642-8990. FAX: (904) 646-9465
 REG - 2584 LC - 0000316

MAINTENANCE MAP

**WILDLIGHT - STEWARDSHIP DISTRICT
 FOR
 RAYDIENT PLACES+ PROPERTIES**

ETM NO. 19-239-02

DRAWN BY: JNP

DATE: APRIL 2020

DRAWING NO. 1

**EAST NASSAU
STEWARDSHIP DISTRICT**

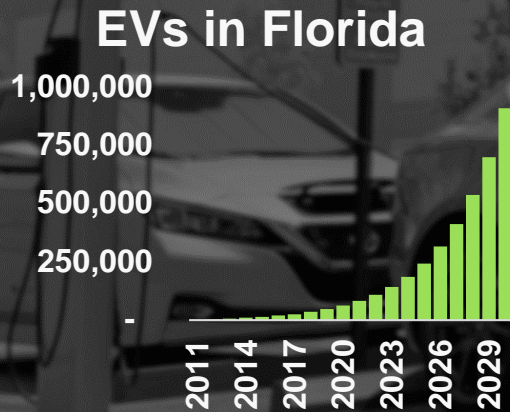
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Let's drive the future of **EV technology**

Anuj Chokshi
Project Director, FPL Development
anuj.chokshi@fpl.com
561-691-7130

Electric vehicles have seen an incredible expansion in Florida



Electric Vehicle (EV) Outlook

- 2nd largest EV state
- 25% of vehicles sold will be electric by 2025
- All major automakers introducing EV's
 - Ford Mustang – Mach E, Audi e-tron, GMC Hummer EV, etc.

FPL **EVOLUTION** is bringing electric vehicle charging to our customers

FPL's fast charge program looks to bring more EV charging to our state, including an 800-mile network of fast chargers

- Installing more than 60 universal fast-charging stations across 16 sites
- High-powered charging promotes EV adoption by providing more charging options and enabling long distance travel

Shaping Florida's transportation future Together

No upfront cost to you

- FPL covers 100% of the cost of the equipment, installation, operations, maintenance and repairs
- EV chargers will have no net impact on electricity costs
 - Drivers pay to charge. We collect the fees and send them to you
 - Thus, FPL reimburses you for the cost incurred by EV charging, including the electricity
- 10 year commitment



FPL's **expertise** is key to deploying high powered charging

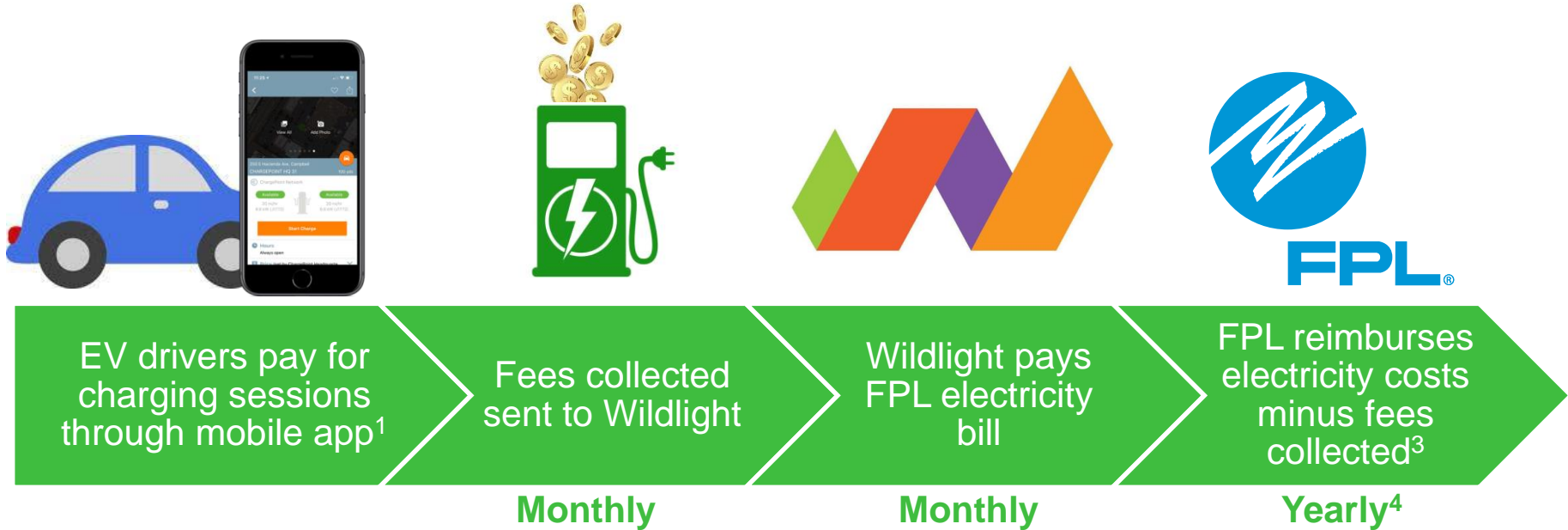
Benefits of partnering with FPL

- Provides high exposure to site hosts
- FPL's equipment offers high-powered charging between 100-200kW per station and are universal vs. vendor specific
- Dedicated transformer isolates the chargers and improves reliability with opportunities for battery resiliency
- FPL EVolution app enables drivers to easily locate charging spots that are part of our expanding network
- FPL has supported all major fast charging in our service area
- Experts in restoration of service

Fast Charging Stations



Simple payment structure managed entirely by FPL



Wildlight



Driving toward FPL EVolution

Next Steps



- Review offering and site host agreement
- Board approval



- Execute site host agreement

ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT

This ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT ("Agreement") is made this ___ day of _____, 20__ ("Effective Date"), by and between _____ ("Host"), with a location at _____ (the "Property") and Florida Power & Light Company, a Florida corporation ("Company"), with an address at 700 Universe Blvd CEA/JB, Juno Beach, FL, 33408. Host and Company are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Company desires to install and own electric vehicle charging and related equipment, including electrical power inverters, interconnection equipment, electrical wiring, underground conduit, wire and cable management systems, charging stations, electric meters, metering and switch cabinets, and power distribution boxes (the "Equipment") on the Property and Host desires to have the Equipment installed and agrees to permit Company to utilize the Property upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Use. During the Term, Host agrees that Company may use the Property for the purposes of, and has the sole right (at Company's cost and in Company's sole discretion) of, constructing, installing, operating, inspecting, maintaining, repairing, enlarging, modifying, removing (at any time), testing and replacing the Equipment and any additional equipment required to dispense electricity to charge electric vehicles, together with the following rights: (a) the right of ingress and egress 24 hours-a-day, 7 days a week; (b) the right, at Company's sole cost and expense, to paint/strip and to install signage (in either case, in a manner substantially similar to the form attached hereto as Exhibit B) on and around the Equipment; and (c) Company's quiet enjoyment of the Property needed for purposes of this Agreement shall not be disturbed. The location of the Equipment is as described in Exhibit A. In the event that Company, in its sole discretion, determines that an easement is necessary for the sole purpose of connecting the Equipment to the electrical grid, then Host shall grant Company an easement in a mutually agreeable location in, on, over, under, through and across a portion of the Property to be identified by the Parties in the form attached hereto as Exhibit C.

2. Term. Subject to this Section 2, the initial term of this Agreement shall terminate on the tenth (10th) anniversary of the date on which commissioning for the Equipment was completed (the "Initial Term"), and unless terminated earlier as herein provided, shall automatically renew on a year-to-year basis after the Initial Term until the thirteenth (13th) anniversary of the date on which commissioning for the Equipment was completed (each year, a "Renewal Term," and each Renewal Term together with the Initial Term, the "Term"). If either Party elects not to renew this Agreement for a Renewal Term, then such Party must give a written notice of termination to the other Party at least 90 days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. In the event such notice is delivered, no further automatic extensions shall occur and this Agreement shall terminate at the end of the then-existing Initial Term or Renewal Term, as applicable. The Company may terminate this Agreement at any time and for any reason by giving 30 days' prior written notice to Host.

3. Cooperation. In general, the Parties agree to cooperate to achieve the purposes and intent of this Agreement. Host shall cooperate as necessary with Company (at no cost to Host) in Company's efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Company will not permit any lien against the Property arising from the installation or operation of the Equipment. Company shall (i) pay

any personal property tax which is attributable to the Equipment, and (ii) be the sole recipient and beneficiary of any and all such federal and/or state tax credits, and other financial incentives arising from the installation and/or operation of the Equipment. If Company determines it to be necessary or desirable, the Company may record a memorandum of agreement in the public records of the county in which the Property is located and Host shall sign such memorandum of agreement (if needed). The right to access and use of Host's electrical system(s) includes for purposes of powering Company's computer equipment used in monitoring the electricity dispensed from the Equipment and record system data to evaluate charging behavior. Host understands and acknowledges that Company and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Company shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Company and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. The Host will share information requested by the Company (including, but not limited to, baseline data requests, electric vehicle information and user surveys).

4. Payment of Electricity. Without limiting Section 5, Host is responsible for paying all consumption costs for electricity dispensed from the Equipment at the rate paid by Host based on the Host's then-current Company-tariffed rate; provided, however, Company will provide a separate invoice to the Host for electricity dispensed from the Equipment. Company will install a meter for the Equipment on the Property.

5. Charge for Use of Equipment. Host agrees that users of the Equipment will be charged (a) a rate between \$0.25/kWh and \$0.35/kWh (or such other range as provided by Company to Host in writing from time to time) for the consumption costs for electricity dispensed from the Equipment and (b) vehicle idling fees (after a grace period determined by Company) at a rate equal to \$0.40 per minute or such other rate as provided by Company to Host in writing from time to time. The charges to be paid by such users will be collected by a third party provider contracted by Company. On a quarterly basis, such third party provider will remit to Host all charges collected from all the users of the Equipment pursuant to Sections 5(a) and (b) above, excluding any associated transaction fees collected by such third party provider ("Host Remittance"). On or

prior to January 31 of each calendar year of the Term, the Company will (if applicable) make a payment to Host equal to the amount by which the aggregate amount of the Host's payments to Company under Section 4 for the immediately preceding calendar year exceeds the Host Remittance for such calendar year.

6. Interference. During the Term, Host shall not Interfere, or cause or permit to be caused any Interference, with the Equipment. For purposes of this Agreement, "Interfere" and "Interference" shall mean interference with Company's use, operation, access, maintenance or repair of the Equipment including: (a) subject any portion of the Equipment to any lien or encumbrance unless the holder thereof delivers a non-disturbance agreement; and (b) sale, transfer, assignment, lease or sublease any portion of the Property other than subject to Host's rights hereunder.

7. Insurance. Each Party will maintain at all times during the Term, the following insurance: (a) commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage; (b) business automobile liability insurance with limits of One Million Dollars (\$1,000,000) for bodily injury and property damage; and (c) workers' compensation insurance in compliance with Florida statutes. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of "A- VII". Company has the right to meet the insurance designated in this section through any combination of self-insurance, primary or excess coverage. Each Party, for itself and its respective insurers, waives any right to assert any claim against the other Party to the extent such claim is covered by the waiving Party's insurance. Each Party shall waive all rights of subrogation of its respective insurers.

8. Indemnification. Each Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party") from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by the Indemnified Party in connection with any claims for personal injury or death to persons and damage to property (including environmental damage) arising under this Agreement during the Term, to the extent arising from the negligence or willful misconduct of the Indemnifying Party, its agents, employees, representatives, contractors, affiliates or sub-contractors. Subject to the next sentence, neither Company nor Host shall be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages or for any loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, nor shall any parent, subsidiary, affiliate or employee of either Party have any liability under this Agreement, and Company and Host each hereby releases the other and each of such persons and entities from any such liability. The foregoing exclusion shall not be construed to limit recovery under any indemnity or defense obligation of Host under this Agreement related to third party claims. In no event shall the aggregate damages payable by a Party hereunder for any reason whatsoever exceed Three Hundred Thousand U.S. Dollars (\$300,000.00). This section shall survive the expiration or earlier termination of this Agreement.

9. Equipment to Remain Personal Property of Company. The Equipment is and will remain the property of Company, its successors or assigns, regardless of its use or manner of attachment to the Property. Host agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not

constitute, and is not deemed to be, a fixture attached to the Property.

10. Representations. Each Party represents and warrants to and covenants with the other Party that: (a) such Party has full right, power and authority to execute this Agreement and that this Agreement shall bind and benefit the Parties and their respective successors and assigns; and (b) such Party's execution and performance of this Agreement will not violate any laws, ordinances, covenants or other agreement binding on such Party. Additionally, Host represents and warrants to Company that it has good and unencumbered title to the Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment.

11. Default. An "Event of Default" means that a Party fails to fully perform any of its covenants under this Agreement within sixty (60) calendar days after such defaulting Party receives written notice of such default from the non-defaulting Party; provided, however, if such default cannot reasonably be cured within such sixty (60) day time period, defaulting Party shall not be deemed in default hereunder if defaulting Party has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

12. Remedies. Upon an Event of Default as set forth in Section 11, non-defaulting Party may (i) perform, or cause to be performed, on behalf and at the expense of defaulting Party, any or all of the undertakings or obligations as to which defaulting Party remains in default, in which event defaulting Party will reimburse non-defaulting Party for such actual reasonable costs and expenses, within forty-five (45) days following receipt of invoice and supporting documentation; (ii) exercise any remedy that such non-defaulting Party may have at law or in equity and (iii) terminate this Agreement upon 30 days' prior written notice if the defaulting Party has not cured such default by the expiration of such 30-day period. Notwithstanding the preceding sentence, Host may not perform any right or obligation of Company under Section 1 or take any other action that relocates or physically alters any of the Equipment.

13. Assignment. Neither Party shall assign this Agreement or any interest herein without the prior written consent of the other Party; provided, that the Parties acknowledge that the Equipment may be covered by Company's utility financing structure.

14. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Host: To the address set forth in the Preamble above.

To Company: To the VP of Development at the address set forth in the Preamble above with an e-mail copy to FPLEvolution@fpl.com.

15. No Guarantees or Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES ACKNOWLEDGE THAT COMPANY IS NOT PROVIDING ANY GUARANTEES (INCLUDING GUARANTEES OF PERFORMANCE) OR WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), UNDER THIS AGREEMENT.

16. Additional Equipment. In the event Host desires to have installed on the Property any additional electric vehicle charging and related equipment, the Host shall notify Company, in writing, of such desire and Company shall, within 30 days after the receipt of such notice, notify the Host in writing of the terms and conditions pursuant to which Company is willing to so install such additional equipment. If the Parties cannot agree on the terms and conditions for installing such additional equipment within 60 days after the Host's receipt of Company's terms and conditions, then the Host may engage a third-party to so install such additional equipment; provided, however, the Host shall use commercially reasonable efforts to share (or cause such third party to share) data and information from such additional equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and such additional equipment.

17. Removal or Sale at End of Term. Within ninety (90) days after the expiration of the Term, Company shall, in its sole discretion, either (a) remove all charging stations installed by Company at the Property under this Agreement or (b) agree to sell such charging stations to Host on terms and conditions mutually agreed upon by the Parties. In the event of removal, Company shall, at Company's expense, return the area where the Equipment was located to a condition substantially similar to prior to the installation of the Equipment, except for any underground infrastructure and concrete equipment pad(s) installed pursuant to this Agreement (which may be left in place) and ordinary wear and tear. Company shall not be obligated to replant trees or shrubs in connection with the foregoing obligations.

18. Miscellaneous.

(a) **Compliance with Laws.** Each Party shall perform its obligations under this Agreement in accordance with all applicable codes, laws, rules, regulations, orders and ordinances of federal, state, regional, local and municipal governmental agencies.

(b) **Amendment.** No modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

(c) **Governing Law; Waiver of Jury Trial.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(d) **Severability; Counterparts, Publicity.** Should any provision of this Agreement be held, in a final and un-appealable

decision, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling. This Agreement may be executed in counterparts, which together shall constitute a single instrument. Neither Party shall issue any press release or otherwise publicize the existence or the terms of this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed; provided that general advertising that refers to a "partnering" (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. Filings required by applicable law for any regulatory authority shall, by itself, not be deemed to violate the preceding sentence.

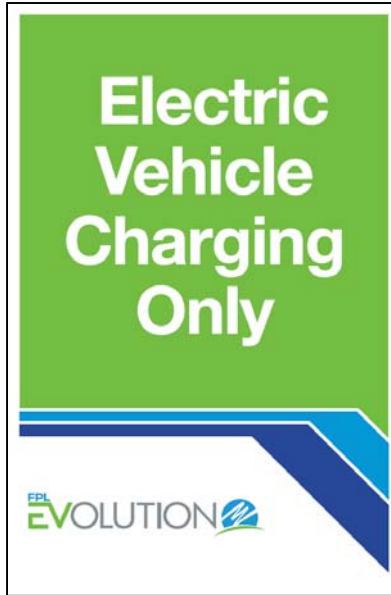
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Host:	Company (Florida Power & Light Company):
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

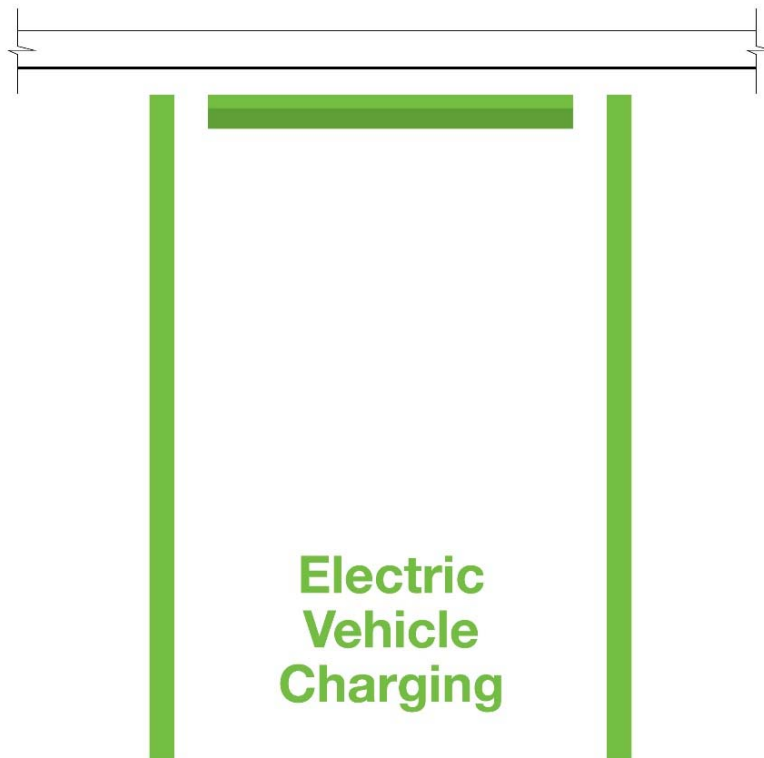
Exhibit A—Location of Equipment

Property Address: [_____].

Number of Spaces: Up to [___] spaces.



Parking Stall Signage (~12" x ~18")



Parking Stall Striping

Exhibit C—Form of Easement Agreement

Work Request No. _____
Sec. __, Twp __ S, Rge __ E
Parcel I.D. _____
(Maintained by County Appraiser)

**EASEMENT
(BUSINESS)**

This Instrument Prepared By

Name: _____
Co. Name: _____
Address: _____

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

Entity name

(Witness Signature)

By: _____

Print Name: _____
(Witness)

Print Name: _____

(Witness Signature)

Print Address: _____

Print Name: _____
(Witness)

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____

**EAST NASSAU
STEWARDSHIP DISTRICT**

9

**EAST NASSAU STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 29, 2020**

**EAST NASSAU STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 29, 2020**

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS					
Cash	\$ 303,831	\$ -	\$ -	\$ -	\$ 303,831
Investments					
Revenue	-	-	128,187	-	128,187
Reserve	-	-	179,826	-	179,826
Prepayment	-	-	4,659	-	4,659
Construction	-	-	-	1,015,602	1,015,602
Off-roll assessment receivable	28,930	17,228	-	-	46,158
Due from low country land trust	350	-	-	-	350
Due from general fund	-	244,559	-	-	244,559
Due from debt service fund	-	50,174	-	-	50,174
Total assets	<u>\$ 333,111</u>	<u>\$ 311,961</u>	<u>\$ 312,672</u>	<u>\$ 1,015,602</u>	<u>\$ 1,973,346</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 36,025	\$ -	\$ -	\$ -	\$ 36,025
Due to special revenue fund	244,559	-	50,174	-	294,733
Landowner advance	6,500	-	-	-	6,500
Total liabilities	<u>287,084</u>	<u>-</u>	<u>50,174</u>	<u>-</u>	<u>337,258</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred receipts	29,280	17,228	-	-	46,508
Total deferred inflows of resources	<u>29,280</u>	<u>17,228</u>	<u>-</u>	<u>-</u>	<u>46,508</u>
Fund balances:					
Restricted for:					
Debt service	-	-	262,498	-	262,498
Capital projects	-	-	-	1,015,602	1,015,602
Unassigned	16,747	294,733	-	-	311,480
Total fund balances	<u>16,747</u>	<u>294,733</u>	<u>262,498</u>	<u>1,015,602</u>	<u>1,589,580</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 333,111</u>	<u>\$ 311,961</u>	<u>\$ 312,672</u>	<u>\$ 1,015,602</u>	<u>\$ 1,973,346</u>

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 29, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 36	\$ 3,401	\$ 3,853	88%
Assessment levy: off-roll	80,098	80,098	160,547	50%
Landowner contribution	-	34,978	90,000	39%
Interest and miscellaneous	-	4,900	-	N/A
Total revenues	<u>80,134</u>	<u>123,377</u>	<u>254,400</u>	48%
EXPENDITURES				
Professional & administrative				
District engineer	910	1,681	20,000	8%
General counsel	1,339	7,728	50,000	15%
Legal: litigation	12,442	28,930	90,000	32%
District manager	4,000	20,000	48,000	42%
Debt service fund accounting: master bonds	625	3,125	7,500	42%
Arbitrage rebate calculation	-	-	750	0%
Audit	-	-	6,500	0%
Postage	71	136	1,000	14%
Printing and binding	83	417	1,000	42%
Insurance - GL, POL	-	10,978	12,000	91%
Legal advertising	-	958	6,000	16%
Miscellaneous- bank charges	-	213	950	22%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	199	200	100%
Dissemination agent	83	417	1,000	42%
Annual district filing fee	-	175	175	100%
Trustee (related to master bonds)	-	3,709	8,500	44%
Property taxes	-	7,095	-	N/A
Total professional & administrative	<u>19,553</u>	<u>85,761</u>	<u>254,280</u>	34%
Other fees & charges				
Property appraiser and tax collector	-	76	120	63%
Total other fees & charges	<u>-</u>	<u>76</u>	<u>120</u>	63%
Total expenditures	<u>19,553</u>	<u>85,837</u>	<u>254,400</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	60,581	37,540	-	
Fund balances - beginning	(43,834)	(20,793)	-	
Fund balances - ending	<u>\$ 16,747</u>	<u>\$ 16,747</u>	<u>\$ -</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND
FOR THE PERIOD ENDED FEBRUARY 29, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 1,203	\$ 112,228	\$ 127,435	88%
Assessment levy: off-roll	50,174	50,174	117,576	43%
Total revenues	<u>51,377</u>	<u>162,402</u>	<u>245,011</u>	66%
EXPENDITURES				
Field operations				
Field operations	4,372	6,558	14,575	45%
Administration and accounting	-	-	2,500	0%
Wetland and conservation maintenance	-	-	5,250	0%
Landscape	4,100	26,711	116,630	23%
Lake maintenance	-	-	7,594	0%
Pest control	-	-	1,000	0%
Street cleaning	-	-	12,000	0%
Street light lease	1,221	5,821	17,550	33%
Repairs & maintenance	664	1,902	13,676	14%
Electricity	-	-	2,340	0%
Irrigation (potable)	-	-	27,694	0%
Landscape replacement	-	327	12,220	3%
Parts & supplies	-	-	3,000	0%
Insurance	-	-	5,000	0%
Total expenditures	<u>10,357</u>	<u>41,319</u>	<u>241,029</u>	17%
Other fees & charges				
Property appraiser and tax collector	24	2,557	3,982	64%
Total other fees & charges	<u>24</u>	<u>2,557</u>	<u>3,982</u>	64%
Total expenditures	<u>10,381</u>	<u>43,876</u>	<u>245,011</u>	18%
Excess/(deficiency) of revenues over/(under) expenditures	40,996	118,526	-	
Fund balances - beginning	<u>253,737</u>	<u>176,207</u>	<u>7,874</u>	
Fund balances - ending	<u><u>\$ 294,733</u></u>	<u><u>\$ 294,733</u></u>	<u><u>\$ 7,874</u></u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED FEBRUARY 29, 2020**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll - net	\$ 856	\$ 79,822	\$ 91,693	87%
Special assessment: off-roll	-	-	269,820	0%
Interest	198	1,472	-	N/A
Total revenues	<u>1,054</u>	<u>81,294</u>	<u>361,513</u>	22%
EXPENDITURES				
Debt service				
Principal	-	-	85,000	0%
Principal prepayment	-	15,000	-	N/A
Interest	-	138,150	276,300	50%
Total debt service	<u>-</u>	<u>153,150</u>	<u>361,300</u>	42%
Other fees & charges				
Property appraiser	-	225	955	24%
Tax collector	18	1,596	1,910	84%
Total other fees and charges	<u>18</u>	<u>1,821</u>	<u>2,865</u>	64%
Total expenditures	<u>18</u>	<u>154,971</u>	<u>364,165</u>	43%
Excess/(deficiency) of revenues over/(under) expenditures	1,036	(73,677)	(2,652)	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(3,165)	-	N/A
Total other financing sources	<u>-</u>	<u>(3,165)</u>	<u>-</u>	N/A
Net change in fund balances	1,036	(76,842)	(2,652)	
Fund balances - beginning	261,462	339,340	322,613	
Fund balances - ending	<u>\$ 262,498</u>	<u>\$ 262,498</u>	<u>\$ 319,961</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED FEBRUARY 29, 2020**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,025	\$ 5,837
Total revenues	1,025	5,837
EXPENDITURES		
Total expenditures	-	-
	-	-
Excess/(deficiency) of revenues over/(under) expenditures	1,025	5,837
OTHER FINANCING SOURCES/(USES)		
Transfers in	-	3,165
Total other financing sources/(uses)	-	3,165
Net change in fund balances	1,025	9,002
Fund balances - beginning	1,014,577	1,006,600
Fund balances - ending	\$ 1,015,602	\$ 1,015,602

**EAST NASSAU
STEWARDSHIP DISTRICT**

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DRAFT

**MINUTES OF MEETING
EAST NASSAU STEWARDSHIP DISTRICT**

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The Board of Supervisors of the East Nassau Stewardship District held a Public Hearing and Regular Meeting on January 16, 2020, at 10:00 a.m., in the Nassau Room (T0126), Building T, at Florida State College, Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097.

Present at the meeting were:

Mike Hahaj	Chair
Dan Roach	Vice Chair
Max Hord	Assistant Secretary
Janet Price	Assistant Secretary
Rob Fancher	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Cindy Cerbone	Wrathell Hunt and Associates, LLC
Jonathan Johnson	District Counsel
Zach Brecht	District Engineer
N. Hugh Mathews	England-Thims & Miller, Inc.
Amy Norsworthy	CCMC
Paul Price	Rayonier, Inc.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Wrathell called the meeting to order at 10:00 a.m.

SECOND ORDER OF BUSINESS

Roll Call

All Supervisors were present, in person.

THIRD ORDER OF BUSINESS

Chairman's Opening Remarks

Mr. Hahaj recalled that, at the last meeting, he invited everyone to attend the University of Florida (UF) Health grand opening. The new facility was open and accepting new patients; he

40 could help arrange a tour for anyone interested. Family Dental, at Wildlight, was now open and
41 taking patients and the landowner of the front end parcels was breaking ground for the second
42 multi-tenant building. Further back in the project, both UF and the Catholic Diocese were
43 making great progress in the construction of their buildings scheduled to open later this year.
44 Across the street, the 122 lots in Phase 1-C had made great progress. He welcomed everyone
45 and thanked them for attending, and added that the apartments were leasing and should have
46 residents in March.

47

48 **FOURTH ORDER OF BUSINESS**

Public Comments (*limited to 3 minutes per person*)

49

50

51 There were no public comments.

52

53 **FIFTH ORDER OF BUSINESS**

Public Hearing to Hear Public Comments and Objections to the Adoption of the Amended and Restated Rules of Procedure, Pursuant to Sections 120.54 and 190.035, Florida Statutes

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59 **A. Updated Provisions of District’s Rules of Procedures**

60 **B. Affidavits/Proofs of Publication**

- 61 • **Notice of Rule Development**

- 62 • **Notice of Rule Making**

63 **C. Consideration of Resolution 2020-05, Adopting Amended and Restated Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date**

64 Mr. Johnson stated the updated Rules of Procedure, which were intended to comply
65 with changes to the Florida Statutes, included best practice changes. The documents were
66 unchanged since the redline version and explanatory memo were distributed.

67 Mr. Hahaj asked if there were any significant changes from how the Board Members
68 have conducted themselves in the past year or two. Mr. Johnson stated there were no
69 significant changes to how meetings are conducted or how the District has pursued contracts;
70

71 rather, the changes were behind-the-scenes changes for Staff and Management but not at the
72 Board meeting level.

73 Mr. Johnson responded to questions regarding verbiage and interpretation.

74

75 **On MOTION by Mr. Roach and seconded by Mr. Hahaj, with all in favor, the**
76 **Public Hearing was opened.**

77

78

79 No members of the public spoke.

80

81

82 **On MOTION by Mr. Roach and seconded by Mr. Hahaj, with all in favor, the**
83 **Public Hearing was closed.**

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85

86 Mr. Wrathell presented Resolution 2020-05.

87

88 **On MOTION by Ms. Price and seconded by Mr. Roach, with all in favor,**
89 **Resolution 2020-05, Adopting Amended and Restated Rules of Procedure;**
90 **Providing a Severability Clause; and Providing an Effective Date, was adopted.**

91

92

93 **SIXTH ORDER OF BUSINESS**

**Consideration of Conveyance of Multi-use
Trails *(materials to be provided under
separate cover)***

94

95

96

97 Mr. Johnson stated the multi-use trails were one of the infrastructure improvements
98 and facilities anticipated by the special act, within the roadway powers. The District has
99 worked with the Developer to monitor construction, which is nearing completion.

100 Mr. Price described the route and structure of the trail system and stated construction
101 was expected to be completed by the end of February. The anticipated deadline was March 21,
102 2012 to be operational for a 5k that was planned.

103 Mr. Johnson stated, although these improvements were contemplated by the special act
104 and the overall improvement plan, these improvements are not being paid for or acquired by

105 the District; the improvements are simply being conveyed to the District for ownership and
106 maintenance.

107

On MOTION by Mr. Roach and seconded by Mr. Hord, with all in favor, acceptance of conveyance of multi-use trails, subject to the Developer's completion of the improvements and Staff's receipt of the necessary paperwork contemplated by the agreement, was approved.

112

113

SEVENTH ORDER OF BUSINESS

Discussion: Meeting Location Unavailable on July 16, 2020

115

116

• **Meeting Room Availability on July 13, July 14 and July 15**

117

118 Mr. Wrathell stated the meeting room would not be available for the scheduled July 16,
119 2020 meeting. Discussion ensued regarding alternate dates that were available.

120

On MOTION by Ms. Price and seconded by Mr. Hahaj, with all in favor, rescheduling the July 16, 2020 meeting to July 15, 2020 at 10:00 a.m., was approved.

121

122

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125

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of November 30, 2019

126

127

128

129 Mr. Wrathell presented the Unaudited Financial Statements as of November 30, 2019.

129

130

On MOTION by Mr. Fancher and seconded by Mr. Hord, with all in favor, the Unaudited Financial Statements as of November 30, 2019, were accepted.

131

132

133

134

NINTH ORDER OF BUSINESS

Approval of October 17, 2019 Regular Meeting Minutes

135

136

137

138 Mr. Wrathell presented the October 17, 2019 Regular Meeting Minutes.

138

139

On MOTION by Mr. Hahaj and seconded by Mr. Roach, with all in favor, the October 17, 2019 Regular Meeting Minutes, as presented, were approved.

140

141

142 TENTH ORDER OF BUSINESS Staff Reports

143

144 A. District Counsel: *Hopping Green & Sam, P.A.*

145 There being no report, the next item followed.

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

147 There being no report, the next item followed.

148 C. District Manager: *Wrathell, Hunt and Associates, LLC*

- 149 • NEXT MEETING DATE: February 20, 2020 at 10:00 A.M.

- 150 ○ QUORUM CHECK

151 Mr. Wrathell stated that the next meeting was scheduled for February 20, 2020 but
152 would likely be canceled.

153

154 ELEVENTH ORDER OF BUSINESS Board Members' Comments/Requests

155

156 Mr. Hahaj stated an appreciation lunch for Mr. Bob Rhodes would be held later today in
157 the Cloud conference room, at Rayonier, Inc.

158

159 TWELFTH ORDER OF BUSINESS Public Comments

160

161 There being no public comments, the next item followed.

162

163 THIRTEENTH ORDER OF BUSINESS Adjournment

164

165

166 On MOTION by Mr. Hahaj and seconded by Ms. Price, with all in favor, the
167 meeting adjourned at approximately 10:24 a.m.

168

169

170

171

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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179

Secretary/Assistant Secretary

Chair/Vice Chair

**EAST NASSAU
STEWARDSHIP DISTRICT**

11C

EAST NASSAU STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2019/2020 MEETING SCHEDULE

LOCATION

Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2019	Regular Meeting	10:00 AM
November 21, 2019 CANCELED	Regular Meeting	10:00 AM
December 19, 2019 CANCELED	Regular Meeting	10:00 AM
January 16, 2020	Regular Meeting	10:00 AM
February 20, 2020 CANCELED	Regular Meeting	10:00 AM
March 19, 2020 CANCELED	Regular Meeting	10:00 AM
April 16, 2020	Telephonic Public Meeting	10:00 AM
May 21, 2020	Regular Meeting	10:00 AM
June 18, 2020	Regular Meeting	10:00 AM
July 15, 2020	Regular Meeting	10:00 AM
August 20, 2020	Public Hearing & Regular Meeting	10:00 AM
September 17, 2020	Regular Meeting	10:00 AM