

**EAST NASSAU  
STEWARDSHIP  
DISTRICT**

**January 19, 2023**

**GOVERNING BOARD**

**REGULAR MEETING  
AGENDA**

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**AGENDA  
LETTER**

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

January 12, 2023

Governing Board  
East Nassau Stewardship District

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

Dear Board Members:

The Governing Board of the East Nassau Stewardship District will hold a Regular Meeting on January 19, 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. Consideration of Resolution 2023-03, Regarding Enforcement of Traffic Laws; Requesting Exercise of County Jurisdiction; and Providing for Severability and an Effective Date
6. Consideration of Master Research Agreement with State of Florida and University of Florida Board of Trustees
7. Ratification of ETM Work Authorization No. 3, 2022/2023 General Consulting Engineering Services
8. Consideration of Change Orders
  - A. No. 2: Burnham Construction, Inc., Wildlight-North/South Collector Road Mass Grading
  - B. No. 4: Burnham Construction, Inc., Wildlight-North/South Arterial Roadway Phase 1A
  - C. No. 5: Burnham Construction, Inc., Wildlight-North/South Arterial Roadway Phase 1A

- 9. Authorization to Seek Sublease Pursuant to Office Space Lease Agreement
- 10. Acceptance of Unaudited Financial Statements as of November 30, 2022
- 11. Approval of Minutes
  - A. November 8, 2022 Landowners’ Meeting
  - B. November 17, 2022 Continued Landowners’ Meeting
  - C. November 17, 2022 Regular Meeting
- 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: February 16, 2023 at 10:00 A.M.

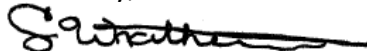
- QUORUM CHECK

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

- 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**

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**5**

## RESOLUTION 2023-03

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT REGARDING ENFORCEMENT OF TRAFFIC LAWS; REQUESTING EXERCISE OF COUNTY JURISDICTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**Whereas**, the East Nassau Stewardship District (“**District**”) is a local unit of special-purpose government established by and existing under and pursuant to Chapter 2017-206, Laws of Florida, and the Uniform Special District Accountability Act, Chapter 189, Florida Statutes, as amended (“**Act**”); and

**Whereas**, Nassau County, Florida (“**County**”) and the District each owns and maintains certain public roadways<sup>1</sup> within the District boundaries, as such boundaries were established by the Act and as depicted in **Exhibit A**, or each will, in the future, own and maintain future public roadways to be planned, designed, developed, platted and constructed within the District boundaries, as such roadways are constructed and dedicated as public roadways for maintenance by the County or the District, as applicable; and

**Whereas**, as a special-purpose governmental entity, the District is a public entity and, therefore, its roadways are public that the general public has rights to travel thereon; and

**Whereas**, Section 335.01, Florida Statutes, provides for the designation and systematization of public roads and provides in pertinent part that “[a]ll roads which are open and available for use by the public and dedicated to the public use, according to law or by prescription, are hereby declared to be, and are established as, public roads.”; and

**Whereas**, Section 316.003(87), Florida Statutes, defines “street or highway” as “the entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic;” and

**Whereas**, the District’s roadways are public roads and constitute public streets or highways pursuant to Chapters 335 and 316, Florida Statutes; and

**Whereas**, Section 316.006(3)(a), Florida Statutes, provides that counties shall have original jurisdiction over all streets and highways located within their boundaries, including those streets designated as Golf Cart Roadways as such term is defined in County Resolution No. 2022-215, passed and adopted by the County on December 12, 2022, as the same may be supplemented or amended from time to time;

---

<sup>1</sup> For clarity, only the existing and future public roadways within the boundaries depicted in Exhibit A are subject to this Resolution and the agreement attached as Exhibit B; any existing and future private roadways to be owned and maintained by a homeowners’ association, property owners’ association or another third-party not the District or County will not be subject to this Resolution and Exhibit B.

**Whereas**, Section 316.006 (3)(b), Florida Statutes, further provides that a county may exercise jurisdiction over “roads owned or controlled by a special district” by agreement; and

**Whereas**, the District finds it is in the interest of public safety and the welfare of the District’s property owners and residents to express its assent to the jurisdiction of the County and the Nassau County Sheriff (“**Sheriff**”) over the roadways within its boundaries and take such steps as the County may reasonably request in connection therewith; and

**Whereas**, the Sheriff has requested that the District provide written confirmation of County’s jurisdiction over public roadways within the District in order to provide traffic control services over the public roadways within the District, which such confirmation may be evidenced by an agreement substantially in the form provided in **Exhibit B**.

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

**SECTION 1.** All of the above representations, findings, and determinations are recognized as true and accurate, and are expressly incorporated into this resolution.

**SECTION 2.** The District hereby adopts and approves in substantial form the agreement attached hereto as **Exhibit B** and directs District staff to finalize such agreement and authorizes the Chair or Vice-Chair to approve such agreement in final form and secure execution of same.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of January 2023.

**ATTEST:**

**EAST NASSAU STEWARDSHIP DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

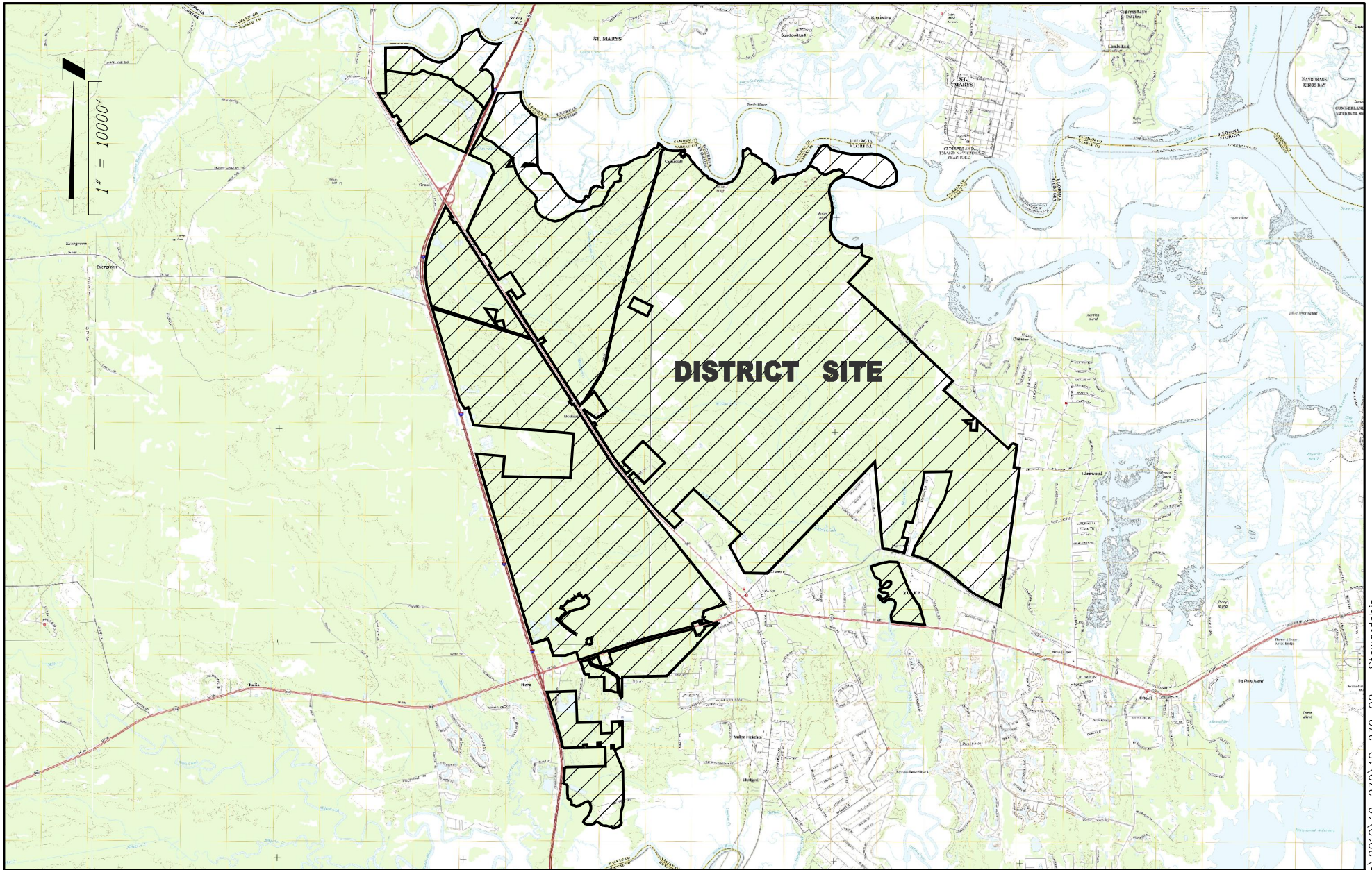
\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A** District Boundaries

**Exhibit B** Form of Agreement for Traffic Enforcement

**Exhibit A** District Boundaries





**ETM**

VISION - EXPERIENCE - RESULTS  
 ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 CA - 00002584 LC - 0000316

**LOCATION MAP**

**EAST NASSAU STEWARDSHIP DISTRICT**

ETM NO. 19-239-02-002

DRAWN BY: LOL

DATE: JANUARY 5, 2021

PLATE NO. 1

**Exhibit B** Form of Agreement for Traffic Enforcement

## TRAFFIC CONTROL JURISDICTION AGREEMENT

**THIS TRAFFIC CONTROL JURISDICTION AGREEMENT (“Agreement”)**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”), by and between the Board of County Commissioners of Nassau County, Florida, as the governing body of Nassau County, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (the “**County**”), the Nassau County Sheriff’s Office, an accredited Law Enforcement Agency of the State of Florida, whose address is 77151 Citizens Circle, Yulee, Florida 32097 (the “**NCSO**”), and East Nassau Stewardship District (“**District**”), the boundaries of which represent a mixed-use community wholly located within Nassau County, Florida, more particularly described in Exhibit “A”, attached hereto and incorporated herein by reference (“**Development**”). Each of the District, the County and the NCSO are individually a “Party” and collectively, the “Parties.”

### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established by and existing under and pursuant to Chapter 2017-206, Laws of Florida, and the Uniform Special District Accountability Act, Chapter 189, Florida Statutes, as amended (“**Act**”); and

**WHEREAS**, Section 335.01, Florida Statutes provides for the designation and systematization of public roads. It provides in part that “[a]ll roads which are open and available for use by the public and dedicated to the public use, according to law or by prescription, are hereby declared to be, and are established as, public roads.”; and

**WHEREAS**, certain public roads<sup>1</sup> within the Development are public roads that either the County or the District owns, controls and maintains, including any future public roads within the Development to be planned, designed, developed, platted and constructed, in accordance with the Act and other applicable law; and

**WHEREAS**, Section 316.006(3)(a), Florida Statutes, provides that the County shall have original jurisdiction over all streets and highways located within their boundaries, including those streets designated as Golf Cart Roadways as such term is defined in County Resolution No. 2022-215, passed and adopted by the County on December 12, 2022, as the same may be supplemented or amended from time to time;

**WHEREAS**, Section 316.006 (3)(b), Florida Statutes, further provides that the County may exercise jurisdiction over “roads owned or controlled by a special district” by an agreement; and

---

<sup>1</sup> For clarity, only the existing and future public roadways within the boundaries depicted in Exhibit “A” are subject to this Agreement; any existing and future private roadways to be owned and maintained by a homeowners’ association, property owners’ association or another third-party not the District or County will not be subject to this Agreement.

**WHEREAS**, the District wishes to specifically grant to the County and the NCSO the power and authority to enforce traffic control over the roads within the Development, and to grant a limited easement for ingress and egress for said purpose; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District, at a duly noticed meeting, passed and adopted a resolution for the enforcement of traffic laws of the State of Florida and County by the County and NCSO, over the roads of the Development, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference; and

**WHEREAS**, the County and NCSO are willing to exercise traffic control jurisdiction over the roads of the Development pursuant to the terms and conditions contained herein;

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants contained herein, the Parties hereby agree as follows:

**1. Recitals.** The above recitations are true and correct and by this reference are incorporated herein.

**2. Services.** NCSO agrees to provide enforcement of the traffic laws of the State of Florida and the County upon the roads within the Development ("**Services**").

**3. Extra Duty or Services.** The Parties acknowledge that this Agreement is not an agreement for NCSO to provide services in addition to the Services listed herein. If the District wishes NCSO to provide additional services, the District must enter into a separate written agreement with NCSO.

**4. Representation and Warranty.** The County and the District each represents and warrants that each entity owns, controls and maintains the respective roadways within the Development and that all streets, roads and traffic signs are in compliance with the Department of Transportation's rules and regulations as they are applicable to Florida law.

**5. Streets and Signage.** The District agrees to ensure all streets, roads and traffic signs are erected on its roadways within the Development in compliance with the Department of Transportation's rules and regulations as they are applicable to Florida law. This includes stop signs, speed limit signs, crosswalks and yield signs. Minimum traffic volumes may not be required for the installation of such signage. District shall bear the cost for any and all signage on its roads. Any enforcement for the signage shall be as provided in Chapter 316, Florida Statutes. This Paragraph does not, however, amend, modify or impose any obligation or duty upon the District to provide, operate or maintain applicable signage on County roadways for which responsibility is with the County.

**6. Authority.**

- a. In providing the Services, NCSO shall exercise their authority in the Development's geographical area pursuant to this Agreement and authority granted by the laws of the State of Florida, including but not limited to the laws set forth under Chapters 316, 318, 320, 322 and 325, Florida Statutes.
- b. The rendition of the Services, standards of performance, discipline and other matters incident to the performance of such Services, including, but not limited to the control of personnel employed, shall be within the sole discretion of NCSO.
- c. The exercise of the traffic enforcement jurisdiction provided for herein shall be in addition to the jurisdictional authority presently exercised by NCSO under law, and nothing in this Agreement shall be construed to limit or remove any jurisdictional authority.
- d. The District shall not take any action which would hinder, obstruct, delay, thwart or impede NCSO's right to exercise its authority granted by the laws of the State of Florida, as determined by NCSO.
- e. District expressly understands and agrees that nothing contained in this Agreement is intended to confer in favor of District a level of traffic enforcement greater than County or NCSO owes to the general public. Specifically, the Parties recognize that NCSO, in its sole discretion, determines the allocation, disposition, assignment and function of their law enforcement personnel. Further, it is understood and agreed that the discretion of whether to enforce traffic laws and the manner of enforcement, if any, is within the sole discretion of the NCSO, and this Agreement does not confer upon District any authority over the NCSO.

**7. Term and Termination.** The term of this Agreement shall be for five (5) calendar years, commencing on the Effective Date, and this Agreement shall thereafter renew for one (1) additional five (5) year term upon written request of the District at least sixty (60) days prior to the expiration of the initial term, and contingent upon approval by the County and the NCSO. Notwithstanding the foregoing, any of the Parties hereto may terminate this Agreement, without cause, upon thirty (30) days prior written notice to the non-terminating Parties.

**8. Disposition of Revenues.** All civil penalties received by a county court for traffic citations issued for violations of traffic laws on the roads of the Development, shall be apportioned in the manner set forth in Florida Statutes Section 318.21.

**9. Signage and Road Maintenance and Repair.** Neither the existence of, nor anything contained in, this Agreement shall amend, modify or impose any obligation or duty upon the County or NCSO to provide any operation or maintenance of, or drainage related to, the roads within the Development. Each Party shall at all times remain solely responsible for the maintenance, repair, and signage of its roads within the Development.

**10. Notices.** All notices and or inquiries required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the Party to whom such notice is to be given. Notices are to be mailed to the following:

**NASSAU COUNTY SHERIFF’S OFFICE**

Nassau County Sheriff’s Office  
77151 Citizens Circle, Yulee, FL 32097  
Attn: Bill Lippelman, General Counsel  
[blippelman@nassauso.com](mailto:blippelman@nassauso.com)

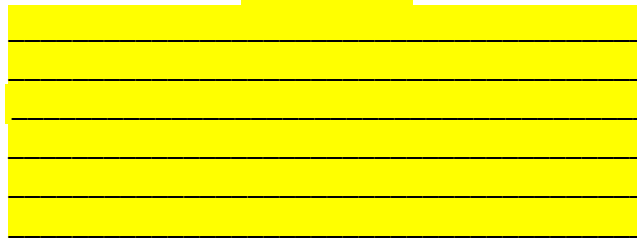
**THE DISTRICT**

East Nassau Stewardship District  
2300 Glades Rd., Ste. 410W, Boca Raton, FL 33431  
Attn: Craig Wrathell, District Manager  
[wrathehc@whhassociates.com](mailto:wrathehc@whhassociates.com)

*with a copy to:*

Kutak Rock LLP  
107 W. College Ave., Tallahassee, FL 32301  
Attn: Jonathan Johnson, District Counsel  
[Jonathan.Johnson@kutakrock.com](mailto:Jonathan.Johnson@kutakrock.com)

**THE COUNTY**



**11. Liability Not Increased.** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or the NCSO than that to which they would ordinarily be subjected.

**12. Reciprocal Indemnification.** Each Party agrees to protect, defend, reimburse, indemnify and hold each other Party and their respective agents, employees and elected officers, harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of its performance of the terms of this Agreement, to the extent caused by, its officers, agents or employees and only to the extent of the limitations

of liability set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law. The Parties agree that no provision of this Agreement constitutes a waiver by the County, NCSO or the District of sovereign immunity, as set forth in Section 768.28, *Florida Statutes*, or other statute or law. The provisions contained in this Section will survive the expiration or termination of Services under this Agreement.

**13. Severability.** In the event that any provision of this Agreement is held or determined invalid or unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect and unaffected by such holding or determination.

**14. No Waiver.** A failure on the part of NCSO, County or District to enforce any particular provision of this Agreement shall not serve as a waiver thereof, nor a waiver of any of the remaining terms contained herein.

**15. Entire Agreement.** This Agreement, including exhibits and counterparts hereto, contains the final, complete and entire agreement between the Parties respecting the matters set forth herein and supersedes all prior statements, representations, contracts, and agreements between the Parties respecting such matters.

**16. Jurisdiction and Venue.** This Agreement shall be construed by and governed by the laws of the State of Florida. The Parties to this Agreement agree that this Agreement was entered into in Nassau County, Florida, and if any litigation should arise as a result of either party's breach of the terms and conditions of this Agreement, or any exhibits attached hereto and any collateral documents referenced herein, then the exclusive venue shall lie solely in the court of appropriate jurisdiction in Nassau County, Florida.

**17. Attorney's Fees.** Each Party agrees to pay their respective attorneys' fees, costs, and expenses incurred in connection with this Agreement, except with regard to the enforcement of any obligation under this Agreement, and in which case the prevailing Party shall be entitled to recover all reasonable attorney's fees and costs through trial and all levels of appeal.

**18. Authority.** Each Party represents and warrants to the other Party that it has all power and authority to enter into and all necessary consents and approvals of any persons, entities and governmental or regulatory authorities have been obtained to effectuate the validity of this Agreement.

**19. Insurance.** The District shall maintain, or cause to be maintained, in full force and effect during the term of this Agreement, at its own expense, liability insurance as required under Section 316.006, Florida Statutes.

**20. Waiver of October 1<sup>st</sup> date.** Section 316.006(3)(b)(2), Florida Statutes, provides *inter alia* that no such agreement shall take effect prior to October 1 unless such provisions is waived in writing by the Sheriff of the County. The undersigned, County and NCSO, hereby waive the provision set forth in Section 316.006(3)(b)(2), Florida Statutes.

**21. Headings.** The headings on each paragraph are for convenience of the Parties and shall not be construed to alter or amend any provisions of this Agreement.

**22. Integration and Modification Clause.** This Agreement contains the entire understanding between the Parties, and the Parties hereby warrant that they have not relied on any verbal representation, advertising, portrayals, or promises other than what is contained herein. This Agreement may not be modified, amended, or rescinded except by a written agreement signed by the Parties.

**23. Interpretation.** Each Party to this Agreement and their counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

**24. Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts. Additionally, the Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**[Signatures on the following page]**



IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year first above written.

**NASSAU COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Sheriff Bill Leeper

Date: \_\_\_\_\_

**NASSAU COUNTY, BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ [name and title]

Date: \_\_\_\_\_

**EAST NASSAU STEWARDSHIP DISTRICT**

\_\_\_\_\_  
Mike Hahaj, Chairman of the Board of Supervisors

Date: \_\_\_\_\_

# Exhibit “A” Development

**Exhibit “B”**  
**Resolution of District**

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**6**

## MASTER RESEARCH AGREEMENT

**THIS MASTER RESEARCH AGREEMENT** is entered into as of the date of the last signature on this Agreement (the “Effective Date”) by East Nassau Stewardship District, an independent special district of the State of Florida, with offices located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“Sponsor”) and University of Florida Board of Trustees, a public body corporate of the State of Florida with offices at the UF Division of Sponsored Programs, 207 Grinter Hall, Gainesville, FL 32611-5500 (“University”), collectively referred to as the “Parties.” Sponsor and University agree to the following.

### BACKGROUND

Pursuant to “Florida Interlocal Cooperation Act” 163.01 Florida Statutes, the Sponsor and University, which are both entities of the State of Florida as set forth above, desire to assist each other and enter into this interlocal Master Research Agreement. University’s research capabilities reflect a substantial public investment as a part of its research and higher education mission as a public land-grant university. The research contemplated by this Master Agreement is aimed to produce results of mutual interest to University and Sponsor. Specifically, by advancing the instruction, research, and public service missions of University, and to Sponsor, through support for its Sustainable Floridians Benchmarking, Monitoring, and Performance program.

### SECTION 1 - RESEARCH WORK

1.1 Research Efforts. University shall use diligent efforts to perform the research that the Parties describe in subsequent Task Orders (hereinafter “TO”) to this Master Research Agreement (numbered serially), according to the standards of a United States institution of higher education. No TO, or any modification to a TO, is effective until authorized representatives of both parties have accepted and executed those understandings. Each TO executed under this Master Research Agreement represents a separate scope of research activity, hereinafter “TO Project.”

1.2 Principal Investigator. Each TO shall name an individual who is responsible for the technical performance of the TO Project on behalf of University, hereinafter “Principal Investigator.” If a Principal Investigator ceases to fulfill their duties as a Principal Investigator on an individual TO for any reason, University shall promptly notify Sponsor, and University and Sponsor shall use good faith efforts to identify a mutually acceptable replacement within sixty (60) days from the date such notification is received, failing which, University or Sponsor may terminate the respective TO without consequence to this Master Research Agreement.

1.3 Sponsor Technical Representative. Each TO shall name an individual who is Sponsor’s principal representative for consultation and communications with University and the Principal Investigator regarding technical matters that are involved with the TO Project. Sponsor may change its Sponsor Technical Representative upon ten (10) days’ written notice to University.

- 1.4 Consultation. The Sponsor Technical Representative may consult informally with the TO Principal Investigator in person, by telephone, or by electronic means regarding the TO Project. University shall provide Sponsor Technical Representative with reasonable access to University facilities where the TO Project is being conducted, but the Principal Investigator of that TO determines the exact time and manner of access.

## **SECTION 2 – RECORDS AND REPORTS**

- 2.1 Records. The Principal Investigator shall prepare and maintain records containing the Research Results (as defined in Section 5.1 (b)), including laboratory notebooks, in accordance with customary University practice. For the duration of a TO under this Master Research Agreement and at the convenience of the Principal Investigator, the Principal Investigator shall provide the Sponsor Technical Representative with reasonable access to TO-specific records. An authorized representative of Sponsor shall have the right during the term of the Master Research Agreement to inspect at reasonable and mutually agreed upon times the progress of any TO Project and all sites and facilities at which any TO Project is being performed.
- 2.2 Reports. The Principal Investigator shall deliver written progress reports to the Sponsor Technical Representative that assess the accomplishments of the TO Project according to the reporting schedule in the TO.

## **SECTION 3 - COSTS, BILLINGS AND OTHER SUPPORT**

- 3.1 Each TO will address the following:
- 3.1.1 Funding: Total amount of obligated funding to University.
  - 3.1.2 Payment/Invoicing Schedule: Fixed price lump sum schedule of payments.
  - 3.1.3 Performance Timelines: TO Project performance dates.
  - 3.1.4 Scope of Activity: University TO Project details.
  - 3.1.5 Reporting and Deliverables
  - 3.1.6 Technical Representatives: University Principal Investigator and Sponsor Technical Representative, with contact information.
- 3.2 Sponsor shall make payments and remit to:
- University of Florida  
Revenue Team, Contracts & Grants Accounting  
33 Tigert Hall  
PO Box 113001  
Gainesville, FL 32611  
[cgrevenue@admin.ufl.edu](mailto:cgrevenue@admin.ufl.edu)  
352-392-1235
- 3.3 University shall invoice the Sponsor according to the TO specifics to the following address:
- East Nassau Stewardship District  
Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
(561)571-0010  
[wraithellc@whhassociates.com](mailto:wraithellc@whhassociates.com)

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

## **SECTION 4 – PUBLICATIONS; CONFIDENTIAL INFORMATION; PROPRIETARY MATERIALS**

### **4.1 Publications.**

(a) Policy. Under University policy, University researchers must have the freedom to publish research results in journals, theses, or dissertations and present the results at symposia or professional meetings. However, at least thirty (30) days prior to any submission for publication or presentation, University researchers will provide Sponsor copies of the proposed publication or presentation to allow Sponsor to determine whether patentable subject matter or Sponsor’s Confidential Information (defined in Subsection 4.2(a)) would be disclosed.

(b) Patentable Subject Matter. If Sponsor determines within thirty (30) days after receipt of the copies that the proposed presentation or publication contains patentable subject matter which needs protection, the researcher(s) shall refrain from making the presentation or publication for a maximum of three (3) months in order for University to file patent application(s).

(c) Confidential Information. If Sponsor determines within thirty (30) days after receipt of the copies that the proposed presentation or publication contains Sponsor’s Confidential Information, the researcher(s) shall delete Sponsor’s Confidential Information.

(d) Publication. If Sponsor does not respond within the thirty (30) days, the researcher(s) may proceed with the presentation or publication.

### **4.2 Confidential Information.**

(a) Definition. “Confidential Information” means any confidential or proprietary information furnished by one Party (“Disclosing Party”) to the other (“Receiving Party”) in connection with the Project that is specifically marked as confidential or followed up in writing to document its confidentiality as soon as possible but no more than fifteen (15) days after disclosure.

(b) Obligations. For three (3) years after disclosure of Confidential Information, the Receiving Party may only disclose Confidential Information to its directors, officers,

employees, consultants, and contractors who are obligated to maintain its confidentiality and who need to know Confidential Information for the performance of the Project. University may refuse to accept any Confidential Information offered by Sponsor.

(c) Exceptions. The obligations of Subsection 4.2(b) do not apply to information that the Receiving Party can demonstrate (i) is publicly available; (ii) is independently known, developed, or discovered without use of Confidential Information; (iii) is made available by a third party without a known obligation of confidentiality to the disclosing Party; (iv) is required to be disclosed to comply with a law, regulation, or court or administrative order provided that the receiving Party uses reasonable efforts to provide prior written notice of the disclosure.

(d) Ownership and Return. The Disclosing Party (or a third party entrusting its information to the disclosing Party) owns its Confidential Information. Upon expiration or termination of this Agreement or at the request of the Disclosing Party, the Receiving Party shall return all originals, copies, and summaries of Confidential Information in its possession or control, except that the Receiving Party may retain one (1) copy of the Confidential Information for the purpose of monitoring its obligations under this Agreement and such additional copies of or any computer records or files containing such Confidential Information that have been created solely by the Receiving Party's automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Receiving Party's standard archiving and back-up procedures, but not for any other use or purpose.

#### 4.3 Proprietary Materials.

(a) Definition. "Proprietary Materials" means any proprietary materials that one Party furnishes to the other Party in connection with performance of a TO Project. Proprietary Materials do not include materials that are developed in a TO Project. "TO Materials" means materials that are developed in a TO Project.

(a) Limited Use and Transfer. The recipient may use Proprietary Materials and Project Materials received from the other Party only for work performed under the TO Project and only in compliance with applicable federal, state, and local laws and regulations. The recipient may not use Proprietary Materials in any in vivo experiments on human subjects. The recipient may not transfer any of the other Party's Proprietary Materials to any third party without the prior written consent of the other Party. Except as specifically permitted in the TO Project, under no circumstances will the recipient engineer, re-engineer, modify, deconstruct, design around or in any way determine the structure or composition of any Proprietary Materials. Each Party reserves the right to refuse to accept any Proprietary Materials offered by the other Party. Notwithstanding the forgoing, unless expressly provided otherwise herein, nothing in this Agreement shall be construed by implication, estoppel or otherwise as a license under any intellectual property rights owned or controlled by University of Florida or University of Florida Research Foundation.

(b) Notwithstanding the forgoing, any rights granted to Sponsor for Project Materials,



including but not limited to right to use, or transfer to Sponsor, shall be dependent upon, and subject to University contractual rights and obligations and third party intellectual property rights related to the material.

(d) Warranty Disclaimer. Proprietary Materials and Project Materials furnished pursuant to this Master Research Agreement are provided for experimental purposes and may have hazardous properties. NEITHER PARTY MAKES ANY REPRESENTATIONS AND EXTENDS NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY PROPRIETARY MATERIALS, INCLUDING, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY MAKES ANY ASSURANCES THAT THE USE OF PROPRIETARY MATERIALS OR PROJECT MATERIALS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

(e) Ownership and Return. The supplier (or any third party entrusting its materials to the supplier) owns its Proprietary Materials, even if such Proprietary Materials are incorporated into Project Materials. Upon expiration or termination of this Master Research Agreement or at the request of the supplier, the recipient shall (at the instruction of supplier) destroy and return any unused Proprietary Materials.

## **SECTION 5 -- PROJECT INTELLECTUAL PROPERTY**

### **5.1 Definitions.**

(a) "Intellectual Property" means discoveries, inventions, improvements, and prototypes whether patentable or not, including, software, copyrighted and copyrightable works other than publications and reports, trademarks, and service marks, which are conceived or made during performance of a TO Project.

(b) "Background Intellectual Property" means any intellectual property owned or controlled by a Party prior to the Effective Date or conceived outside of the research conducted under this Master Research Agreement. Neither Party shall have any claims to or rights in Background Intellectual Property of the other Party.

(c) "Research Results" means data and technical information that are obtained in performance of a TO Project. Research Results are expressly excluded from the definition of Intellectual Property.

5.2 Ownership. University owns Intellectual Property that is conceived or made solely by employees of University ("University Intellectual Property"). Sponsor owns all Intellectual Property that is conceived or made solely by employees of Sponsor ("Sponsor Intellectual Property"). University and Sponsor jointly own Intellectual Property that is conceived or made jointly by employees of University and Sponsor ("Joint Intellectual Property").

5.3 Disclosure. University shall provide Sponsor with written disclosure of University Intellectual Property promptly after it is disclosed by a University employee to UF Innovate, University's technology licensing division ("Tech Licensing"). Sponsor shall provide Tech Licensing with a written disclosure of any Sponsor Intellectual Property

promptly after it is disclosed by a Sponsor employee to Sponsor. Each Party shall retain all Intellectual Property disclosures submitted by the other Party in confidence.

#### 5.4 Patent Rights.

(a) University Responsibility. If Sponsor directs that a patent application for University Intellectual Property or Joint Intellectual Property be filed, University shall promptly prepare, file, and prosecute, at the expense of Sponsor (subject to Subsection 5.4(c)), patent rights for that Intellectual Property, using patent counsel reasonably acceptable to Sponsor. Sponsor and University shall cooperate to assure that patent applications cover, to the best of Sponsor's knowledge, all items of commercial interest and importance. While University is responsible for making decisions regarding scope and content of the patent applications, Sponsor may review and provide input. University shall keep Sponsor reasonably apprised as to developments with respect to the patent applications and shall promptly supply to Sponsor copies of all papers received and filed in connection with the prosecution. If Sponsor decides to discontinue the financial support of the patent applications, University may file or continue prosecution and maintain any protection in the United States and any foreign countries at University's sole expense with no further obligation to Sponsor.

(b) Cooperation. University and Sponsor shall cooperate in the preparation, filing, prosecution, and maintenance of all patent rights for University Intellectual Property and Joint Intellectual Property. Cooperation includes (i) promptly executing or requiring employees to execute papers and instruments as reasonable and appropriate; and (ii) promptly informing the other Party of matters that may affect the preparation, filing, prosecution, or maintenance of those patent rights.

(c) Payment of Expenses. Within thirty (30) days after University invoices Sponsor, Sponsor shall reimburse University for all reasonable patent-related expenses incurred by University pursuant to Subsection 5.4(a). Sponsor may elect, upon sixty (60) days' advance written notice to University, to cease payment of the expenses associated with obtaining or maintaining that patent protection for one or more patent rights in one or more countries. In that event, Sponsor loses all rights under this Master Research Agreement with respect to patent rights in those countries.

5.5 Option Rights. University grants Sponsor a first right to negotiate a worldwide, royalty-bearing, exclusive license to University Intellectual Property or to University's rights in Joint Intellectual Property (the "Option Right"). Sponsor's right commences when University notifies Sponsor pursuant to Section 5.3 and expires ninety (90) days later ("Option Period"). Sponsor may exercise the Option Right by written notice to Tech Licensing during the Option Period. If Sponsor does not exercise the Option Right during the Option Period, University may license its commercial rights under the relevant Intellectual Property to any third parties. If Sponsor exercises the Option Right, Tech Licensing and Sponsor shall negotiate in good faith a license agreement with commercially reasonable terms. If the Parties fail to execute a license to University Intellectual Property or to University's rights in Joint Intellectual Property within six (6) months after Sponsor's exercise of the Option Right, University has no further obligation to Sponsor for that

## Intellectual Property.

- 5.6 Licenses. In any license Tech Licensing grants to Sponsor for University Intellectual Property or for University's rights in Joint Intellectual Property, among other customary license terms, the Parties shall include terms to obligate Sponsor to (a) develop the Intellectual Property diligently for practical application and (b) pay all patent costs.
- 5.7 Use of Research Results. Each Party may use Research Results for any purpose. However, in the case of Sponsor, the use may not infringe any claim of a patent application or an issued patent included in University Intellectual Property rights for which Sponsor has failed to obtain a license as provided in Section 5.5.
- 5.8 Copyrightable Works. University or its employees own any copyrighted or copyrightable works (including reports and publications) that are created by University employees in the performance of a TO Project. University and the Principal Investigator grant Sponsor an irrevocable, royalty-free, nontransferable, non-exclusive right to copy and distribute for internal purposes only any research reports that are furnished to Sponsor under this Master Research Agreement.
- 5.9 Research Partially Funded by Third Parties. If any patentable invention in the Intellectual Property has been funded by the federal government, this Master Research Agreement and the grant of any rights in that invention are governed by federal law set forth in 35 U.S.C. §§ 201-211 and corresponding regulations, as amended, or any successor statutes and regulations. If any Intellectual Property has been funded by a non-profit organization or state or local agency, this Master Research Agreement and the grant of rights in that Intellectual Property are subject to the terms of the applicable agreement. If any term of this Master Research Agreement fails to conform to applicable law, regulations, or agreements, the relevant term is invalid and the Parties shall modify the term.

## **SECTION 6 - PUBLICITY**

- 6.1 Sponsor may not use the name of University or of any member of University's Project staff in any publicity, advertising, or news release without the prior written consent of University. University may not use the name of Sponsor or any employee of Sponsor who is involved in the TO Project in any publicity, advertising, or news release without the prior written consent of Sponsor.
- 6.2 University is required by Section 1004.22 of the Florida Statutes to make available upon request the title and description of the TO Project, the name of the Principal Investigator, the name of the Sponsor, and the amount of funding.

## **SECTION 7 – WARRANTY DISCLAIMER; INDEMNITY**

- 7.1 UNIVERSITY MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES AS TO ANY MATTER RELATING TO THIS MASTER RESEARCH AGREEMENT, INCLUDING, THE PERFORMANCE OR RESULTS OF ANY TO PROJECT; THE AVAILABILITY OF LEGAL PROTECTION FOR RESEARCH RESULTS, INVENTIONS, OR ANY OTHER WORK

PRODUCT OF ANY TO PROJECT; OR THE VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY PROTECTION THAT MAY BE OBTAINED PURSUANT TO THIS MASTER RESEARCH AGREEMENT. UNIVERSITY PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY RESEARCH RESULTS OR INTELLECTUAL PROPERTY RIGHTS. UNIVERSITY MAKES NO ASSURANCES THAT THE USE OF RESEARCH RESULTS OR INTELLECTUAL PROPERTY RIGHTS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

- 7.2 Sponsor shall indemnify, defend, and hold harmless University, its trustees, officers, employees, and agents against any liabilities, damages, or claims (including attorneys' fees) that arise out of the use or possession of any information, reports, data, materials, services, intellectual property, and deliverables that are produced under this Agreement, except any liability, damages, or claims that result from negligence or willful malfeasance by University, its trustees, officers, employees, and agents.
- 7.3 University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omission of University and the officers, employees, servants, and agents thereof while acting in the scope of their employment by University. University represents that it is self-funded for liability insurance with such protection being applicable to University's officers, employees, servants, and agents while acting within the scope of their employment. University and Sponsor agree that nothing contained herein shall be construed as denying to either party any remedy or defense available to such party under the laws of the State of Florida. University and sponsor further agree that nothing contained herein shall be construed as a waiver of the sovereign immunity of the Sponsor, University, the State of Florida, and their agents beyond the waiver provided in Section 768.28, Florida Statutes.

## **SECTION 8 - TERMINATION**

- 8.1 Termination. The duration of this Master Research Agreement is five (5) years from the execution of both Parties, or until terminated by a Party in accordance with the provisions of this Section 8.1. Either Party may terminate this Master Research Agreement without cause upon thirty (30) days' prior written notice to the other. Upon termination of this Master Research Agreement, any TO Project that is still in progress may continue to full completion without an interruption of prior terms. Early termination of a TO Project must have a TO-specific termination under the same notice timeline as prescribed in this clause 8.1.
- 8.2 Termination for Breach. If either Party commits a material breach of this Master Research Agreement and fails to remedy that breach within sixty (60) days after receipt of written notice from the other Party, the Party giving notice may terminate this Master Research Agreement by written notice to the other Party, effective upon receipt. Termination of a TO for breach does not automatically terminate the Master Research Agreement. Termination of the Master Research Agreement is a separate action.

- 8.3 Surviving Terms. Expiration or termination of this Agreement by either Party does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination, except that Sponsor’s rights under Section 5 do not survive termination for non-payment of any amounts due under this agreement or any other material breach by Sponsor. Except in the case of material breach by Sponsor, expiration or termination of this Master Research Agreement does not affect the Parties’ rights and obligations under Sections 3, 4, 6, 7, 8, and 10 or any TO that continues beyond the termination of this Master Research Agreement.
- 8.4 Payments on Termination. Upon early termination of this Master Research Agreement by either Party for any reason, University will cease further obligation of funds for Services and will take all reasonable steps to cancel or otherwise reduce outstanding obligations. Sponsor will pay University for either (a) percent of completion or (b) deliverable completed to the date of termination and (c) any non-cancellable obligations on or before the date of termination pursuant to the a TO. University will refund any portion of SPONSOR advance payments not obligated pursuant to (a) or (b), and (c).

**SECTION 9 - NOTICES**

The Parties shall provide notices for this Agreement in writing by email, recognized national overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

<p>If to Sponsor:</p> <p>Administrative/Contractual:</p> <p>Wrathell, Hunt and Associates, LLC          2300 Glades Road, Suite 410W          Boca Raton, Florida 33431          (561)571-0010</p>	<p>If to University:</p> <p>Administrative:</p> <p>Division of Sponsored Programs          University of Florida          207 Grinter Hall          Gainesville, FL 32611-5500          (352) 392-9267  <a href="mailto:ufawards@ufl.edu">ufawards@ufl.edu</a></p>
--	--

**SECTION 10 -- MISCELLANEOUS**

- 10.1 Independent Contractor. University and Sponsor are independent contractors. Neither Party may act as agent for the other or enter into any contract, warranty, or representation on behalf of the other. Neither Party is bound by the acts or conduct of the other.
- 10.2 Insurance; Liability.

- (a) University has adequate liability insurance for its officers, employees, and agents while acting within the scope of their employment. University has no liability insurance policy that can extend protection to any other person.
- (b) Each Party assumes all risks of personal injury and property damage attributable to the acts or omissions of that Party and its officers, employees, and agents.
- 10.3 Governing Law. This Master Research Agreement is governed and construed in accordance with the laws of the State of Florida. The Parties shall bring any action in connection with this Master Research Agreement in courts of competent jurisdiction in Alachua County, Florida.
- 10.4 Assignment. Neither Party may assign this Master Research Agreement voluntarily, by operation of law, or through change of control without the prior written consent of the other, which the Party may not unreasonably withhold or delay. This Master Research Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.
- 10.5 Agreement Modification. The Parties may only modify this Master Research Agreement or any TO by a written instrument signed by both Parties. Any waiver of rights or failure to act in a specific instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance. A Purchase Order may only be used for billing purposes and for extending the end date of a TO Project. No other terms of this Master Research Agreement or any TO may be modified by terms included in a Purchase Order. The terms and conditions of such a Purchase Order do not apply, and such terms or conditions in a Purchase Order are null and void.
- 10.6 Force Majeure. Neither Party is responsible for delays resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Master Research Agreement with reasonable dispatch after the causes are removed.
- 10.7 Export Controls. The Parties shall comply with United States export control laws and regulations that apply to information and materials that are exchanged under this Master Research Agreement. Sponsor shall notify University before providing University with any export controlled information or materials.
- 10.8 Dispute Resolution. The parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Master Research Agreement or any TO by first engaging the highest appropriate administrative officials of each Party who shall negotiate in good faith to seek a cooperative resolution. For any dispute related to this Master Research Agreement or any TO that the Parties cannot resolve by mutual agreement, the Parties shall seek agreement through formal mediation in Gainesville, Florida, failing which either Party may pursue any remedies legally available.
- 10.9 Severability. If any provision of this Master Research Agreement is held invalid or

unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Master Research Agreement, and the Parties shall negotiate in good faith to modify the Master Research Agreement to preserve (to the extent possible) their original intent.

- 10.10 Entire Agreement. This Master Research Agreement and any TO's or modifications thereto constitute the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.
- 10.11 Counterparts and Execution. The Parties may execute this Master Research Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument. Delivery of a signed Master Research Agreement by reliable electronic means, including facsimile or email, shall be an effective method of delivering the executed Master Research Agreement. This Master Research Agreement may be stored by electronic means and either an original or an electronically stored copy of this Master Research Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the parties to this Master Research Agreement.
- 10.12 Headings. Headings are for convenience and do not affect the meaning of any provision of this Master Research Agreement.

**[Signatures to follow on next page]**

**IN WITNESS WHEREOF**, the Parties have caused this Master Research Agreement to be executed by their duly authorized representatives.

EAST NASSAU STEWARDSHIP DISTRICT

UNIVERSITY OF FLORIDA  
BOARD OF TRUSTEES

Signature by: \_\_\_\_\_

Name:

Title:

Date:

Signature by: \_\_\_\_\_

Name:

Title:

Date:



**EAST NASSAU  
STEWARDSHIP DISTRICT**

**7**

**EAST NASSAU STEWARDSHIP DISTRICT  
WORK AUTHORIZATION NO. 3  
2022/2023 GENERAL CONSULTING ENGINEERING  
SERVICES**

**Scope of Work**

England, Thims & Miller, Inc. shall provide general consulting engineering services for the East Nassau Stewardship District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to:

- |   |   |
|---|---|
| 1. Attending Meetings   | 5. Development and Analysis of District Projects        |
| 2. Preparation of Engineering Reports and Studies             | 6. Operation and Maintenance Inspections                |
| 3. Preparation of Cost Estimates and Budgets                  | 7. Prepare Presentation Documents for District Meetings |
| 4. Technical Support for Community Development District Staff |   |

The outlined services shall be performed on a time and material basis at the currently approved rate and expense schedule. The estimated fee shall not be exceeded without further authorization. This estimated fee is not a guaranteed maximum cost.

**ESTIMATED FEE.....\$12,000.00**

**Basis of Estimated Fee (12 Months)**

**ENGLAND-THIMS & MILLER, INC.  
HOURLY FEE SCHEDULE – 2022\***

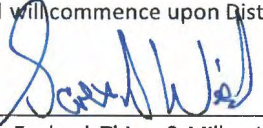
<u>POSITION</u>	<u>HOURLY RATE</u>
CEO/CSO .....	\$375.00
President .....	\$330.00
Executive Vice President .....	\$320.00
Vice President .....	\$257.00
Senior Engineer / Senior Project Manager .....	\$205.00
Project Manager .....	\$190.00
Director .....	\$175.00
Engineer .....	\$165.00
Assistant Project Manager .....	\$155.00
Senior Planner / Planning Manager .....	\$190.00
Planner .....	\$155.00
CEI Project Manager .....	\$175.00
CEI Senior Inspector .....	\$155.00
CEI Inspector .....	\$125.00
Senior Landscape Architect .....	\$175.00
Landscape Architect .....	\$160.00
Senior Technician .....	\$155.00
GIS Developer / Senior Analyst .....	\$170.00
GIS Analyst .....	\$140.00
Senior Engineering Designer / Senior Landscape Designer .....	\$160.00
Engineering Intern .....	\$140.00
Engineering / Landscape Designer .....	\$140.00
CADD / GIS Technician .....	\$125.00
Administrative Support .....	\$ 90.00

\* ETM's standard hourly billing rates are re-evaluated annually prior to the beginning of the calendar year and are subject to an increase not to exceed five percent (5%) per year.

Cost such as subconsultants, printing, telephone, delivery service, mileage and travel shall be invoiced at direct costs plus 15%.

**Time of Performance**

Services rendered will commence upon District approval and will be completed on or before September 30, 2023.

Approval  
Submitted by:   
England, Thims & Miller, Inc.

Date: 10/25/22

Approved by:   
East Nassau Stewardship District

Date: 11/14/2022

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE EAST NASSAU STEWARDSHIP DISTRICT AND ENGLAND THIMS & MILLER, INC.**

**THIS AGREEMENT** (“Agreement”) made and entered into effective the 1<sup>st</sup> day of October, 2017, by and between:

**EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, and Chapter 189, Florida Statutes, and located in Nassau County, Florida (the “District”); and

**ENGLAND THIMS & MILLER, INC.**, a Florida corporation, providing professional engineering services and having an address of 14775 Old St. Augustine Road, Jacksonville, Florida 32258 (“Engineer”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, and Chapter 189, *Florida Statutes*, by ordinance of Nassau County, Florida; and

**WHEREAS**, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, pursuant to Chapter 2017-206, Laws of Florida, and Section 287.055, *Florida Statutes*, the District solicited statements of qualification from qualified firms to provide professional engineering services on a continuing basis; and

**WHEREAS**, Engineer submitted a statement of qualification to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**Article 1. Scope of Services**

- A. The Engineer will provide general engineering services, including:
  - 1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
  - 2. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
  - 3. Any other items requested by the Board of Supervisors.
  
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
  - 1. Periodic visits to the site, or full time construction management of District projects, as directed by District.
  - 2. Processing of contractor's pay estimates.
  - 3. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
  - 4. Final inspection and requested certificates for construction including the final certificate of construction.
  - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - 6. Studies, reports, construction document preparation, permit application and processing.
  - 7. Any other activity related to construction as authorized by the Board.
  
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**Article 2. Method of Authorization.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

**Article 3. Compensation.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the

work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Schedule A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

**Article 4. Reimbursable Expenses.** Reimbursable expenses consist of actual expenditures (plus fifteen percent (15%) for administrative costs) made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

**Article 5. Term of Contract.** It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant to Article 21.

**Article 6. Special Consultants.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

**Article 7. Books and Records.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida's public records law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**Article 8. Ownership of Documents.**

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the

“Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer’s services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**Article 9. Accounting Records.** Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**Article 10. Independent Contractor.** Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of District. Engineer shall not have authority to hire persons as employees of District.

**Article 11. Reuse of Documents.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**Article 12. Estimate of Cost.** Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**Article 13. Insurance.** Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$500,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

The District, its officers, supervisors, agents, staff, and shall be named as additional insured parties (except on Professional Liability for Errors and Omissions). The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. 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 of cancellation to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

**Article 14. Contingent Fee.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**Article 15. Audit.** The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records

of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

**Article 16. Indemnification.** Engineer shall indemnify and hold harmless the District, and its officers, employees and staff, from liabilities, damages, losses, and costs, with the exception of consequential damages, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers and staff to the extent caused by negligent, reckless, or intentionally wrongful acts or omissions by the Engineer or persons employed or utilized by Engineer in the course of any work done in connection with any of the matters set out in this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

PURSUANT TO SECTION 558.0035, *FLORIDA STATUTES*, AN INDIVIDUAL EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**Article 17. Compliance with Public Records Laws.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.



**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, [WRATHELLC@WHHASSOCIATES.COM](mailto:WRATHELLC@WHHASSOCIATES.COM), OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**Article 18. Employment Verification.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**Article 19. Controlling Law; Jurisdiction and Venue.** Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Nassau County, Florida.

**Article 20. Assignment.** Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

**Article 21. Termination.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**Article 22. Notices.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

**With a copy to:** Hopping Green & Sams PA  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Engineer:** England Thims & Miller, Inc.  
14775 Old St. Augustine Road  
Jacksonville, Florida 32258  
Attn: Hugh Matthews

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 District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. 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.

**Article 23. Recovery of Costs and Fees.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

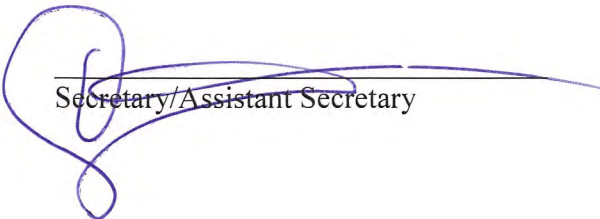
**Article 24. Compliance with Professional Standards.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the degree of care, skill, diligence and professional competency for such work and/or services of a reasonably careful engineer under like circumstances. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

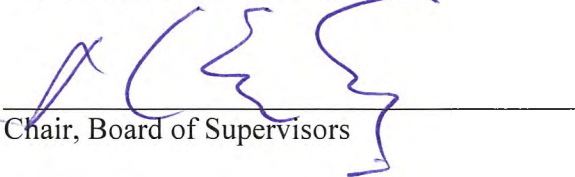
**Article 25. Acceptance.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

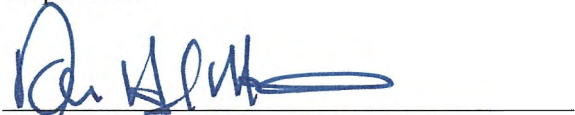
**EAST NASSAU STEWARDSHIP DISTRICT**

  
Secretary/Assistant Secretary

  
Chair, Board of Supervisors

**ENGLAND THIMS & MILLER, INC., a Florida corporation**

  
Witness

  
By: N. HUNT MATHEWS.  
Its: PRESIDENT.

**Schedule A – Rate Schedule**

SCHEDULE "A"  
**RATE SCHEDULE**

October 12, 2017

Mr. Craig Wrathell  
District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

**Re: East Nassau Stewardship District  
E17-222**

Dear Mr. Wrathell:

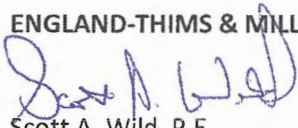
Our rate schedule, which is to be incorporated into the final form of the Professional Engineering Services Agreement for the referenced District, is attached. As discussed, ETM typically increases our rates every January 1st to account for inflation/cost of living increases. However, in consideration of substantial size the project, and to indicate our extreme desire to be involved with the District and the project team, we will maintain our current rates through December 31, 2018. This duration is noted on the rate schedule.

We appreciate the opportunity to be involved with the District, and look forward to a long, successful relationship with the project team.

If you have any questions, or need additional information, please do not hesitate to call.

Sincerely,

**ENGLAND-THIMS & MILLER, INC.**

  
Scott A. Wild, P.E.

Executive Vice President  
Shareholder

Enc.

## EAST NASSAU STEWARDSHIP DISTRICT

### ENGLAND-THIMS & MILLER, INC. RATE SCHEDULE

October 1, 2017 – December 31, 2018

Principal – CEO/CSO/President .....	\$259.00/Hr.
Principal – Vice President .....	\$244.00/Hr.
Chief Engineer .....	\$244.00/Hr.
Senior Engineer .....	\$194.00/Hr.
Engineer.....	\$151.00/Hr.
Project Manager .....	\$178.00/Hr.
Assistant Project Manager .....	\$146.00/Hr.
Chief Planner .....	\$244.00/Hr.
Senior Planner .....	\$178.00/Hr.
Planner.....	\$146.00/Hr.
CEI Senior Engineer .....	\$211.00/Hr.
Senior Inspector .....	\$146.00/Hr.
Inspector .....	\$118.00/Hr.
Senior Landscape Architect .....	\$163.00/Hr.
Landscape Architect .....	\$146.00/Hr.
Senior Graphics Technician .....	\$146.00/Hr.
GIS Programmer .....	\$156.00/Hr.
GIS Analyst .....	\$130.00/Hr.
Senior Engineering Designer / Senior LA Designer .....	\$146.00/Hr.
Engineering/Landscape Designer .....	\$125.00/Hr.
CADD/GIS Technician .....	\$118.00/Hr.
Administrative Support .....	\$81.00/Hr.

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**8A**

**CHANGE ORDER**

No. 2

DATE OF ISSUANCE: December 21, 2022

EFFECTIVE DATE: December 21, 2022

OWNER: East Nassau Stewardship District  
 CONTRACTOR: Burnham Construction, Inc.  
 Contract: Wildlight – North/South Collector Road Mass Grading  
  
 Project: Wildlight – North/South Collector Road Mass Grading

ENGINEER's Contract No. 19-239-01-025 OWNER's Contract No. N/A  
 ENGINEER: England – Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

**Description:** Retaining Wall Credit

**Reason for Change:** Revisions to plans to delete proposed retaining wall

**Attachments: (List documents supporting change)** Burnham Construction, Inc. Change Order dated December 19, 2022

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 1,943,598.44</u>
Net Increase/Decrease from previous Change Orders No. <u>0</u> to No. <u>1</u> <u>\$ 10,152.37</u>
Contract Price prior to this Change Order: <u>\$ 1,953,750.81</u>
Net Increase/Decrease of this Change Order: <u>\$ (4,594.25)</u>
Contract Price with all approved Change Orders: <u>\$ 1,949,156.56</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>168 days</u> . Ready for final payment: <u>180 days</u> . (days)
Net change from previous Change Orders No. <u>-0-</u> to No. <u>-1-</u> . Substantial Completion: <u>0</u> . Ready for final payment: <u>0</u> . (days)
Contract Times prior to this Change Order: Substantial Completion: <u>168 days</u> . Ready for final payment: <u>180 days</u> . (days)
Net Increase this Change Order: Substantial Completion: <u>0</u> . Ready for final payment: <u>0</u> . (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>168 days</u> . Ready for final payment: <u>180 days</u> . (days)

RECOMMENDED: \_\_\_\_\_ APPROVED: \_\_\_\_\_ ACCEPTED: \_\_\_\_\_  
 By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
 ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



# BCI

Burnham Construction, Inc.  
11413 Enterprise East Blvd  
Macclenny, FL 32063

Office: (904) 259-5360  
Fax: (904) 259-5380

*"Building the Road to Excellence"*

## Proposal

**Date:** 12/19/2022

**Project:** 4A Mass Grading

**To:** Rayonier

**Attn:** Tommy Jinks

Item	Description	Qty.	Units	Unit Price	Total
001	Retaining Wall Removal	25	LF	\$ 183.77	\$ 4,594.25
<b>Total \$</b>					<b>4,594.25</b>

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**8B**

**CHANGE ORDER**

No.4

DATE OF ISSUANCE: December 21, 2022

EFFECTIVE DATE: December 21, 2022

OWNER: East Nassau Stewardship District  
 CONTRACTOR: Burnham Construction, Inc.  
 Contract: Wildlight – North/South Arterial Roadway Phase 1A

Project: Wildlight – North/South Arterial Roadway Phase 1A

ENGINEER's Contract No. 19-239-01-025 OWNER's Contract No. N/A  
 ENGINEER: England – Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

**Description:** Multi-Use Path Revisions

**Reason for Change:** Revisions to Sidewalks and Multi-Use Paths

**Attachments: (List documents supporting change)** Burnham Construction, Inc. Change Order dated October 19, 2022

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 3,878,275.89</u>
Net Increase/Decrease from previous Change Orders No. <u>0</u> to No. <u>3</u> <u>\$ 81,500.64</u>
Contract Price prior to this Change Order: <u>\$ 3,959,776.23</u>
Net Increase/Decrease of this Change Order: <u>\$ 108,358.87</u>
Contract Price with all approved Change Orders: <u>\$ 4,068,135.10</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>184 days</u> Ready for final payment: <u>210 days</u> (days)
Net change from previous Change Orders No. <u>-0-</u> to No. <u>-3-</u> Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>184 days</u> Ready for final payment: <u>210 days</u> (days)
Net Increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>184 days</u> Ready for final payment: <u>210 days</u> (days)

RECOMMENDED: By: \_\_\_\_\_ ENGINEER (Authorized Signature)  
 APPROVED: By: \_\_\_\_\_ OWNER (Authorized Signature)  
 ACCEPTED: By: \_\_\_\_\_ CONTRACTOR (Authorized Signature)

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

# BCI

Burnham Construction, Inc.  
11413 Enterprise East Blvd  
Macclenny, FL 32063

Office: (904) 259-5360  
Fax: (904) 259-5380

*"Building the Road to Excellence"*

## Proposed Change Order #4 – MUP Path Addition

**Date:** 10.19.22

**Project:** North South Aerial - Mater Infrastructure

**To:** Rayonier

**Attn:** Tommy Jinks

Item	Description	Qty.	Units	Unit Price	Total
001	General Conditions	1	LS	\$ 1,297.27	\$ 1,297.27
002	Surveying	1	LS	\$ 2,322.69	\$ 2,322.69
003	As Builts	1	LS	\$ 1,844.11	\$ 1,844.11
004	Subgrade For Sidewalk (Removed)	-2,091	SY	\$ 2.14	\$ (4,474.74)
005	6' Concrete Sidwalk Removal	-18,818	SF	\$ 4.47	\$ (84,116.46)
006	Subsoil Stabilization	5,716	SY	\$ 9.69	\$ 55,388.04
007	4" Limerock for MUP	5,716	SY	\$ 13.51	\$ 77,223.16
008	Prime Limerock	5,716	SY	\$ 0.18	\$ 1,028.88
009	Additional 1" Asphalt MUP	5,716	SY	\$ 10.12	\$ 57,845.92

	<b>Total</b>	<b>\$ 108,358.87</b>
--	--------------	----------------------

By: Travis L. Clements

Date: 10.19.22

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**8C**

**CHANGE ORDER**

No.5

DATE OF ISSUANCE: December 21, 2022

EFFECTIVE DATE: December 21, 2022

OWNER: East Nassau Stewardship District  
 CONTRACTOR: Burnham Construction, Inc.  
 Contract: Wildlight – North/South Arterial Roadway Phase 1A

Project: Wildlight – North/South Arterial Roadway Phase 1A

ENGINEER's Contract No. 19-239-01-025 OWNER's Contract No. N/A  
 ENGINEER: England – Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

**Description:** Plan Revisions

**Reason for Change:** Revisions from Bid Set of Plans to Construction Set of Plans

**Attachments: (List documents supporting change)** Burnham Construction, Inc. Change Order dated November 4, 2022

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 3,878,275.89</u>
Net Increase/Decrease from previous Change Orders No. <u>0</u> to No. <u>4</u> <u>\$ 189,859.21</u>
Contract Price prior to this Change Order: <u>\$ 4,068,135.10</u>
Net Increase/Decrease of this Change Order: <u>\$ 181,835.35</u>
Contract Price with all approved Change Orders: <u>\$ 4,249,970.45</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>184 days</u> . Ready for final payment: <u>210 days</u> . (days)
Net change from previous Change Orders No. <u>-0-</u> to No. <u>-4-</u> . Substantial Completion: <u>0</u> . Ready for final payment: <u>0</u> . (days)
Contract Times prior to this Change Order: Substantial Completion: <u>184 days</u> . Ready for final payment: <u>210 days</u> . (days)
Net Increase this Change Order: Substantial Completion: <u>0</u> . Ready for final payment: <u>0</u> . (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>184 days</u> . Ready for final payment: <u>210 days</u> . (days)

RECOMMENDED: By: \_\_\_\_\_ ENGINEER (Authorized Signature)  
 APPROVED: By: \_\_\_\_\_ OWNER (Authorized Signature)  
 ACCEPTED: By: \_\_\_\_\_ CONTRACTOR (Authorized Signature)

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Item & Proposal Register

BURNHAM CONSTRUCTION

NS Arterial Master - CO6 - Bid Set vs IFC Discrepancy--NS Arterial Master - CO6 - Bid Set vs IFC Discrepancy

Division Code	Description	Pay Quantity	UOM	Currency	Unit Price (current)	Total Price (current)
020000 (Subsoil Stabilization)						\$16,223.56
<b>020000</b>	<b>Subsoil Stabilization</b>	3,721.00	Square Yard	U.S. Dollar	\$4.36	\$16,223.56
021000 (Base)						\$64,819.82
<b>021000</b>	<b>8" Limerock</b>	3,721.00	Square Yard	U.S. Dollar	\$17.42	\$64,819.82
022000 (Asphalt Paving)						\$72,373.45
<b>022000</b>	<b>1" Asphalt Pavement (2nd Lift)</b>	3,721.00	Square Yard	U.S. Dollar	\$9.82	\$36,540.22
<b>022000</b>	<b>1" Asphalt Pavement (1st Lift)</b>	3,721.00	Square Yard	U.S. Dollar	\$9.63	\$35,833.23
024000 (Concrete)						\$28,418.52
<b>024000</b>	<b>18" City Std. Curb &amp; Gutter</b>	2,079.36	Linear Feet	U.S. Dollar	\$11.68	\$24,286.92
<b>024000</b>	<b>A.D.A. Mats</b>	89.00	Square Feet	U.S. Dollar	\$40.16	\$3,574.24
<b>024000</b>	<b>A.D.A. Handicap Ramps</b>	2.00	Each	U.S. Dollar	\$278.68	\$557.36
						<b>\$181,835.35</b>

**U-Base-19-239-01-019**  
**Structure Summary**  
**All Classes (9) - All Phases**  
**Fri Nov 4, 2022 09:00:13**

Structure	Type	Material	Measure	Quantity	Unit	Bid Set	Delta
Pave Std. LD	Area	LBR 40 12in	190,089.00	21,121.00	SY	17,400.00 SY	3,721.00 SY
Pave Std. LD	Area	PRIME COAT	190,089.00	21,121.00	SY	17,400.00 SY	3,721.00 SY
Pave Std. LD	Area	6" Base	190,089.00	21,121.00	SY	17,400.00 SY	3,721.00 SY
Pave Std. LD	Area	Asp 1" SP 12.5 (1st Lift)	190,089.00	21,121.00	SY	17,400.00 SY	3,721.00 SY
Pave Std. LD	Area	Asp .75" SP 9.5 (2nd Lift)	190,089.00	21,121.00	SY	17,400.00 SY	3,721.00 SY
		City Std. C&G 18"		13,520.00	LF	11,440.64	2,079.36 LF
		ADA H/C Ramps		44.00	EA	42.00	2.00 EA
		ADA Mats		1,677.00	SF	1,588.00	89.00 EA



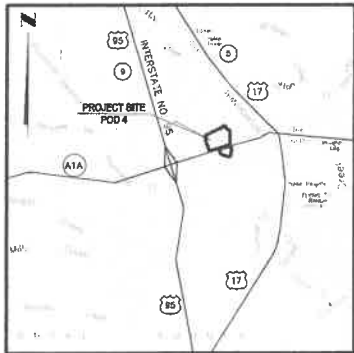
# WIDLIGHT PDP #3 NORTH/SOUTH ARTERIAL ROADWAY (PHASES 1A & 2A)

NASSAU COUNTY, FLORIDA

FOR

## RAYDIENT PLACES + PROPERTIES

1 RAYONIER WAY  
WIDLIGHT, FL 32097



LOCATION MAP  
N.T.S.

**OWNER:** RAYDIENT PLACES + PROPERTIES  
1 RAYONIER WAY  
WIDLIGHT, FL 32097  
(844) 877-0263

**DEVELOPER:** RAYDIENT PLACES + PROPERTIES  
1 RAYONIER WAY  
WIDLIGHT, FL 32097  
(844) 877-0263

**ENGINEER:** ENGLAND-THIMS & MILLER, INC.  
14775 OLD ST. AUGUSTINE RD.  
JACKSONVILLE, FL 32258  
(904) 390-3183  
ATTN: JOHN ZACHARY BRECHT, P.E.

**SURVEYOR:** L.B. BRADLEY LAND SURVEYORS  
510 S. 8TH STREET  
MACLENNY, FL 32053  
(904) 786-8400 EXT. 2



IF YOU DIG IN FLORIDA...  
CALL US FIRST!  
1-800-432-4770  
SUNSHINE STATE ONE-CALL OF FLORIDA, INC.  
IT'S THE LAW

# ETM

VISION • EXPERIENCE • RESULTS

England • Thims & Miller, Inc.  
14775 Old St. Augustine Road  
Jacksonville, FL 32258  
TEL: (904) 642-8990  
FAX: (904) 648-8485  
CA - 00002584 LC - 0000316

SHEET NO.	DRAWING INDEX SHEET TITLE	REVISION
1	COVER SHEET	
1A	SIGNATURE SHEET	
2A-2B	GENERAL NOTES & LEGEND	
3	MASTER SITE PLAN	
4A-4G	PLAN AND PROFILE	
5A-5D	ROUNDABOUT PLAN	
6A-6B	PAVING AND DRAINAGE DETAILS	
7A	JEA GENERAL NOTES AND LEGEND	
7B-7F	JEA STANDARD WATER MAIN DETAILS	
7G-7K	JEA STANDARD SANITARY SEWER DETAILS	
7L-7M	JEA STANDARD PUMP STATION DETAILS	
8	EROSION AND SEDIMENT CONTROL PLAN	
9	EROSION AND SEDIMENT CONTROL DETAILS	
10	STORMWATER POLLUTION PREVENTION PLAN	
11	STORMWATER POLLUTION PREVENTION CONTRACTORS CERTIFICATION	
LC-00	LANDSCAPE COVER SHEET	
LC-01	LANDSCAPE CODE SUMMARY	
LC-02 - LC-06	LANDSCAPE PLAN	
LC-07	LANDSCAPE SPECIFICATIONS AND DETAILS	

Bid Set

IN THIS CASE, USED UNDER THE  
 DIRECTION OF:  
 DATE: JANUARY 2009  
 PROJECT NO. 19-238-01-018  
 L.O.L.  
 DRAWN BY: [blank]  
 CHECKED BY: [blank]  
 DATE: [blank]

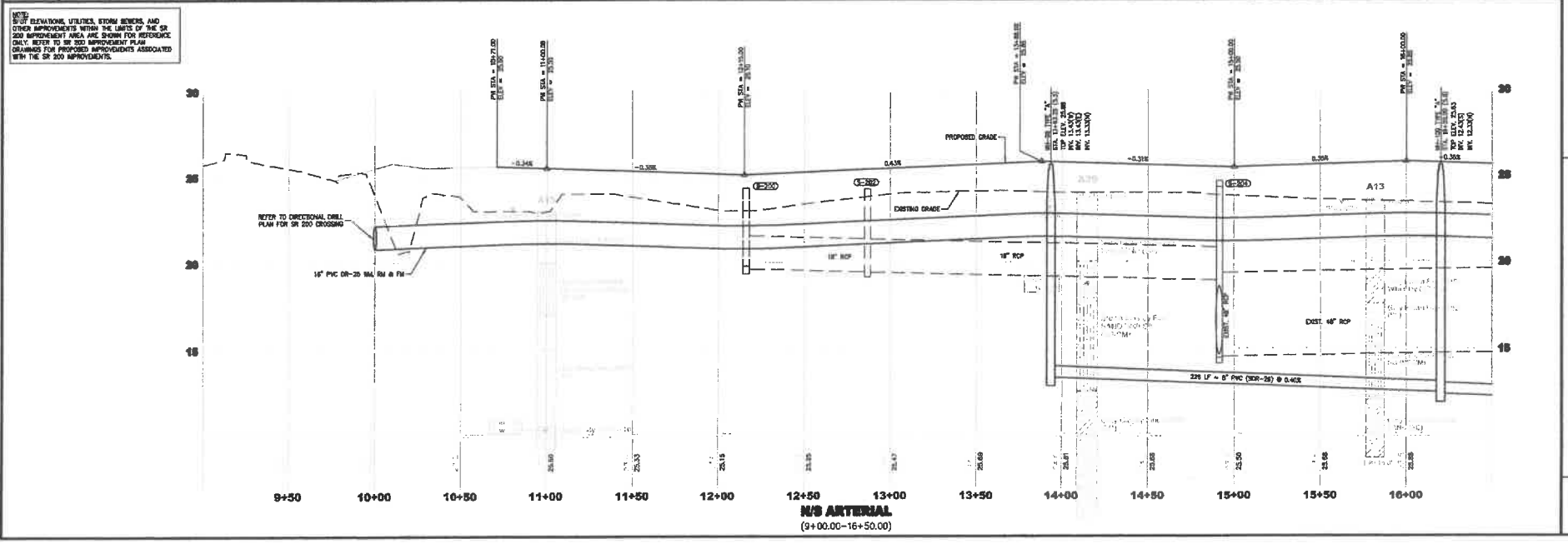
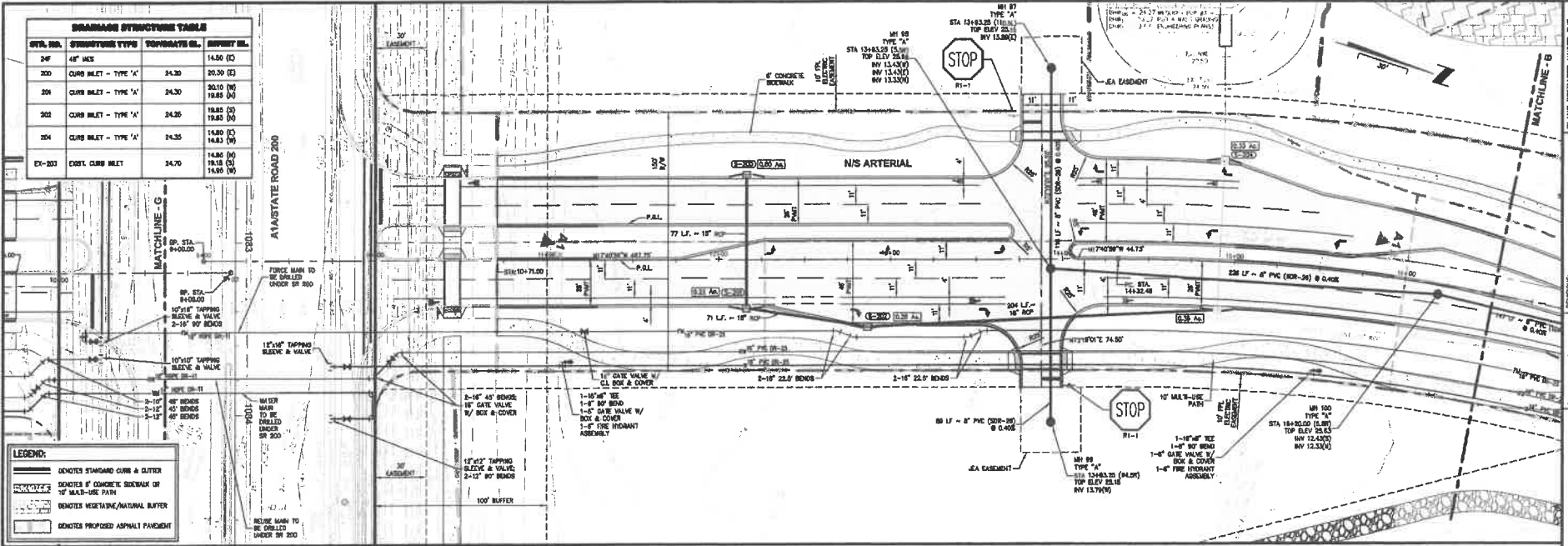
England • Thims & Miller, Inc.  
 14775 Old St. Augustine Road  
 Jacksonville, FL 32258  
 TEL: (904) 642-8990  
 FAX: (904) 648-8485  
 CA - 00002584 LC - 0000316

**ETM**  
 VISION • EXPERIENCE • RESULTS

**COVER SHEET**  
 WIDLIGHT POP 83 NORTHSOUTH ARTERIAL  
 ROADWAY (PHASES 1A & 2A)  
 FOR: RAYDIENT PLACES + PROPERTIES

DRAWING NUMBER  
**1**

19-238-01-238-01 - Raydient - North/South Arterial Roadway (Phases 1A & 2A) - 19-238-01-018 - 018



PLANS PREPARED UNDER THE DIRECTION OF:

REVISIONS:

DATE: JANUARY 2020

PROJECT: L.O.L.

DESIGNED BY: JSD/JAM

CHECKED BY: JSD

DATE: JANUARY 2020

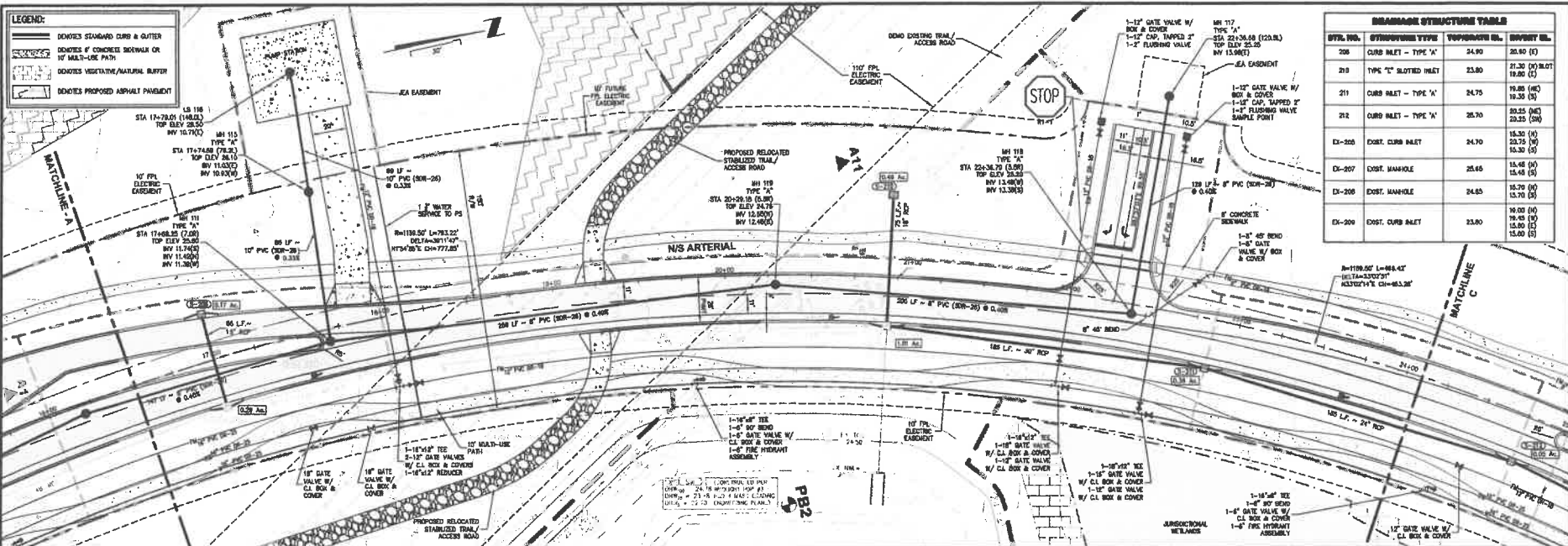
Engineering: Thomas J. Wilbur, Inc.  
1710 42nd Street  
Jacksonville, FL 32208  
TEL: (904) 924-2888  
FAX: (904) 924-8888  
WWW: WWW.TJWILBUR.COM

PROJECT: March 3, 2020 12:00 PM ET | 10:00 AM

JOHN ZACHARY BRECHT  
P.E. NUMBER: 30525

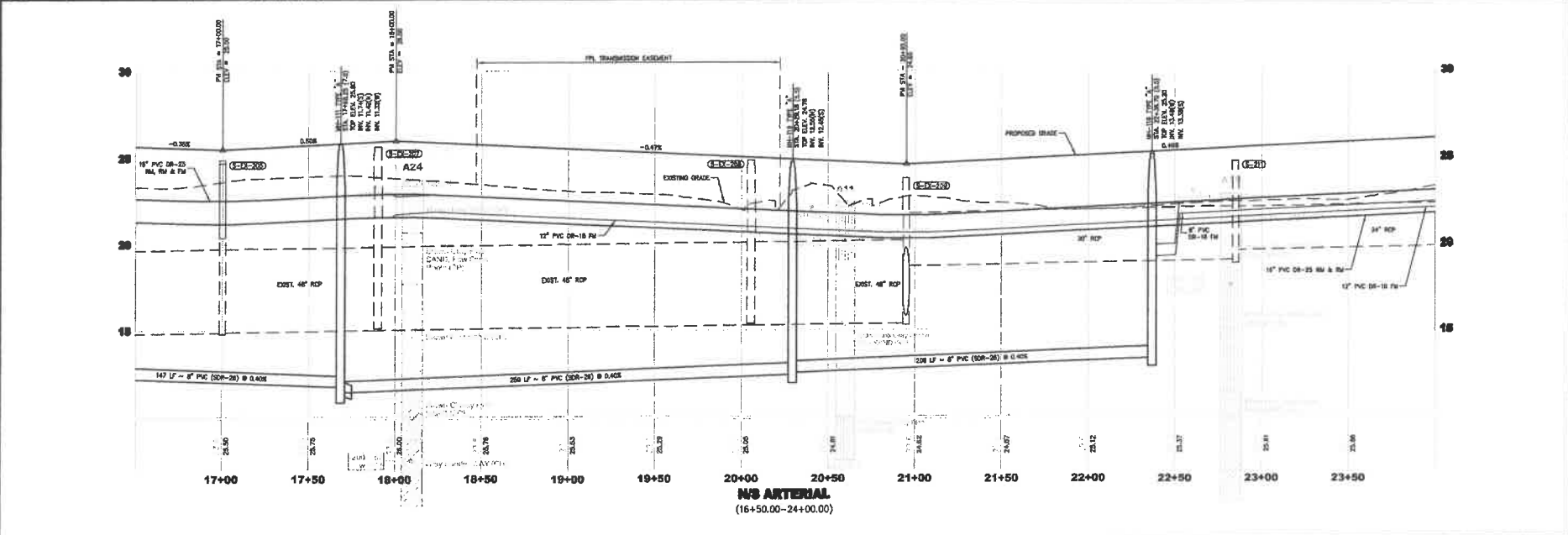
**LEGEND:**

- DOTTED STANDARD CURB & GUTTER
- DOTTED IF CONCRETE SIDEWALK OR 1/2' MULTI-USE PATH
- DOTTED VEGETATIVE/NATURAL BUFFER
- DOTTED PROPOSED ASPHALT PAVEMENT



**DRAINAGE STRUCTURE TABLE**

STATION	STRUCTURE TYPE	DEPTH (ft)	WIDTH (ft)
208	CURB INLET - TYPE 'A'	24.90	20.50 (E)
210	TYPE 'T' SLOTTED HAT	23.80	21.30 (D) SLOTTED 19.80 (E)
211	CURB INLET - TYPE 'A'	24.75	19.85 (E) 19.35 (S)
212	CURB INLET - TYPE 'A'	25.70	20.25 (E) 20.25 (S)
DI-205	EXIST. CURB INLET	24.70	15.30 (E) 15.70 (S)
DI-207	EXIST. MANHOLE	25.45	15.65 (E) 15.45 (S)
DI-208	EXIST. MANHOLE	24.85	15.70 (E) 15.70 (S)
DI-209	EXIST. CURB INLET	23.80	16.00 (E) 16.45 (S) 15.00 (S)



PLANS PREPARED UNDER THE DIRECTION OF:

ETM INC. 19-138-00-009  
 DRAWN BY: LCL  
 CHECKED BY: JDB  
 DATE: JANUARY 2020

Engineering: Thomas & Williams, Inc.  
 1410 S. Highway 17  
 Jacksonville, FL 32218  
 TEL: (904) 542-0000  
 FAX: (904) 542-0001  
 REG. 7884 LC-000919

**ETM**  
 DESIGN • ENGINEERING • CONSULTING

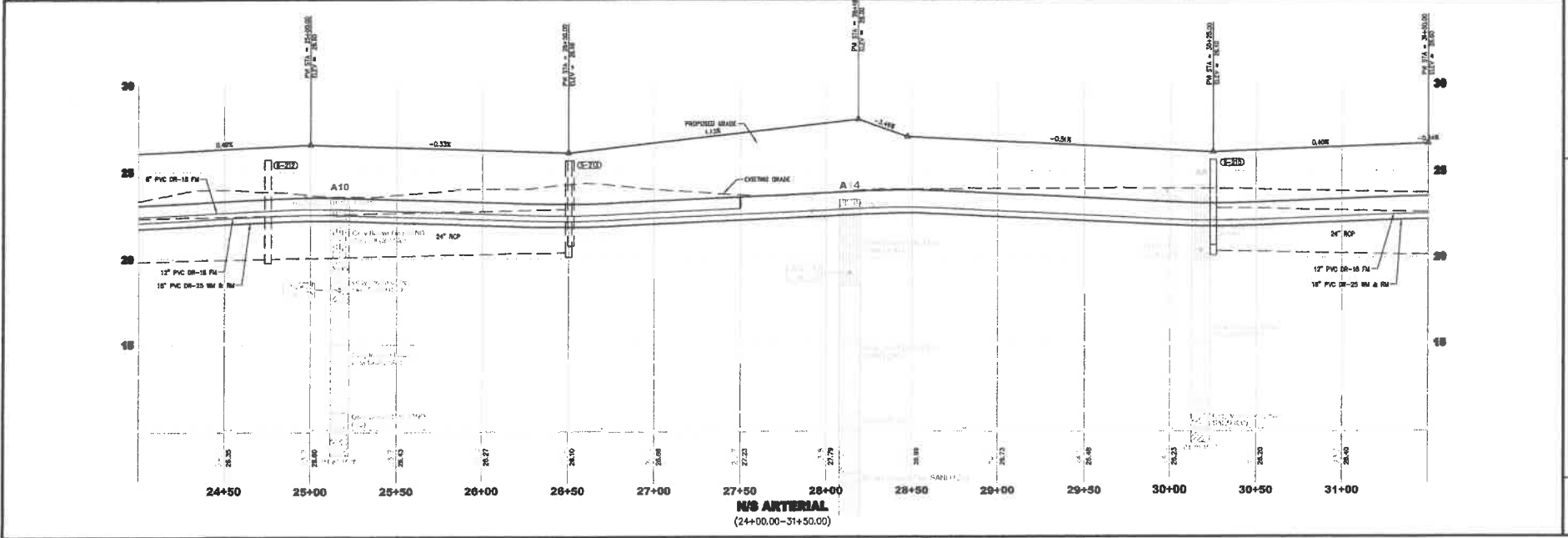
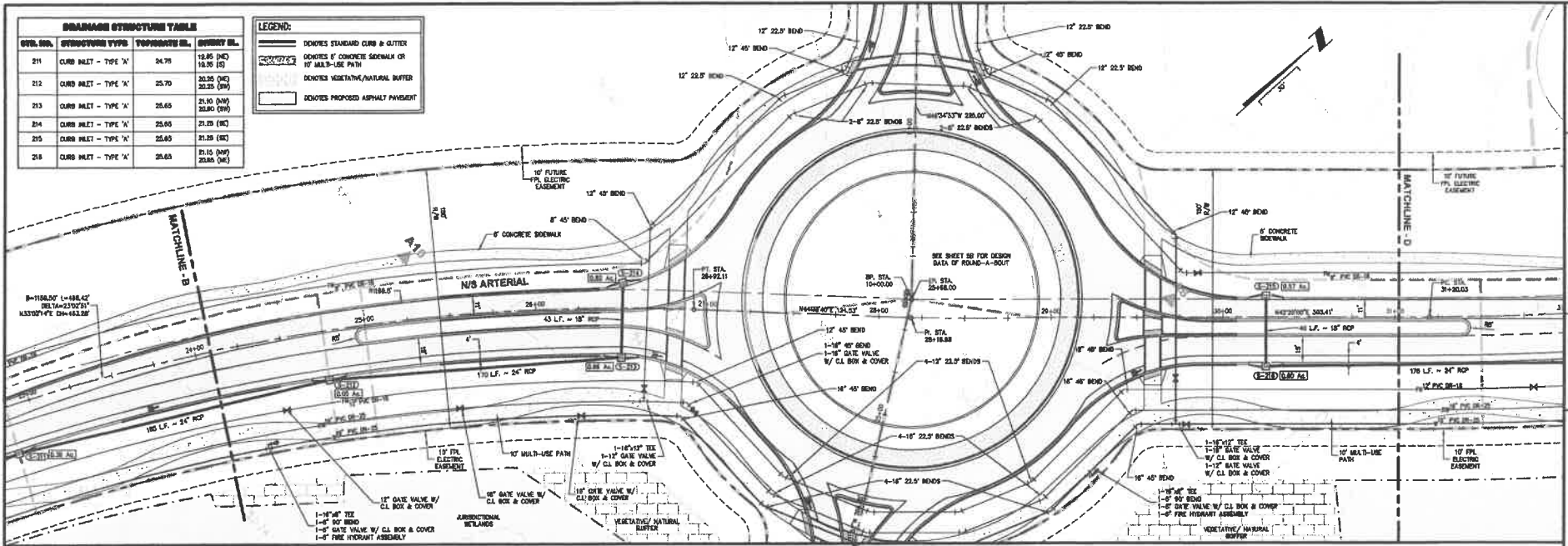
**PLAN AND PROFILE**  
 WILCOXY RD (S) MONTGOMERY ARTERIAL  
 ROADWAY (PHASES 1A & 2A)  
 FORD TREATMENT PLACES & PROFILES

DRAWING NUMBER  
**4B**

DRAINAGE STRUCTURE TABLE			
CON. NO.	STRUCTURE TYPE	TOP OF STRUCTURE E.L.	INVERT E.L.
211	CURB INLET - TYPE 'A'	24.75	12.85 (MC) 13.25 (S)
212	CURB INLET - TYPE 'A'	25.70	20.35 (MC) 20.35 (SW)
213	CURB INLET - TYPE 'A'	25.65	21.10 (MC) 20.80 (SW)
214	CURB INLET - TYPE 'A'	25.65	21.20 (MC)
215	CURB INLET - TYPE 'A'	25.65	21.25 (MC)
216	CURB INLET - TYPE 'A'	25.63	21.15 (MC) 20.85 (MC)

**LEGEND:**

- DENOTES STANDARD CURB & GUTTER
- DENOTES 8" CONCRETE SIDEWALK OR 10' MULT-USE PATH
- DENOTES VEGETATIVE/NATURAL BUFFER
- DENOTES PROPOSED ASPHALT PAVEMENT



PLANS PREPARED UNDER THE DIRECTION OF:  
 JOHN ZACHARY BRECHT  
 P.E. NUMBER: 40330

DATE: JANUARY 2020

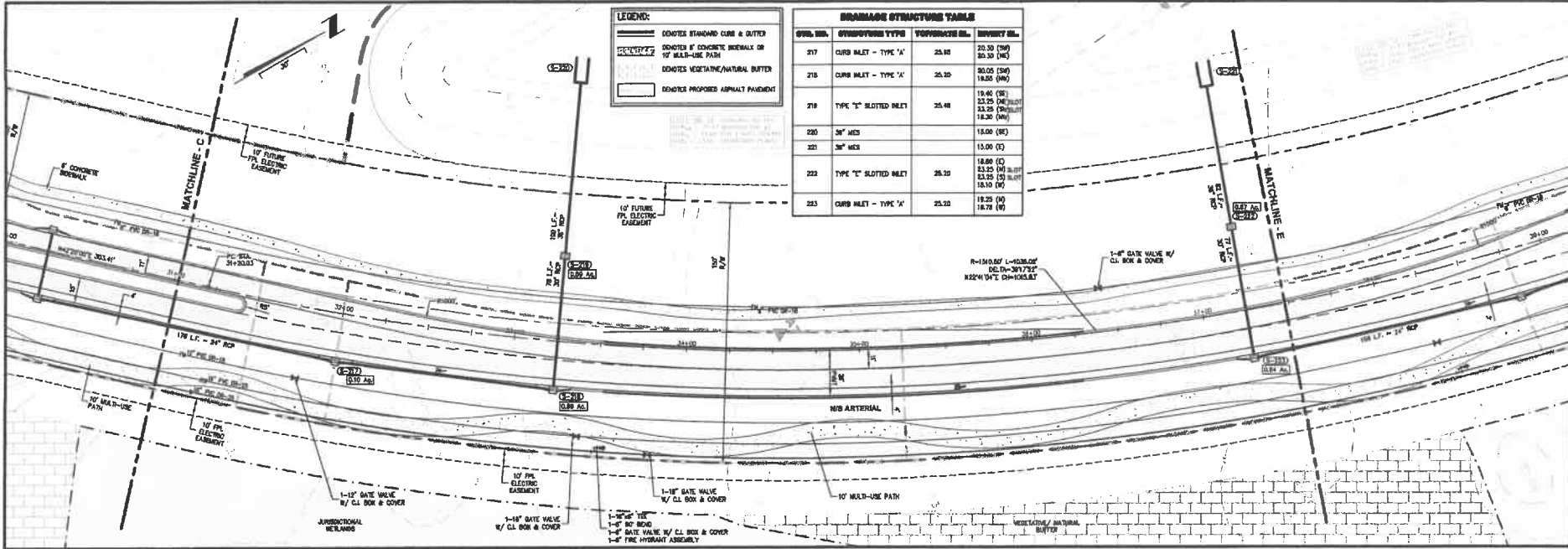
DRAWN BY: JZB/JAM  
 CHECKED BY: JZB  
 DATE: JANUARY 2020

PROJECT: March 1, 2017 - 12.16.18 P&E (P) - 10.16.18

ETM  
 ENGINEERING & TRANSPORTATION  
 WILSONVILLE, OR 97158  
 TEL: (503) 261-4400  
 FAX: (503) 261-4401  
 WWW.ETM-OR.COM

PLAN AND PROFILE  
 WILSONVILLE P&E SOUTH ARTERIAL  
 BOARDWAY (PHASES 1A & 2A)  
 FOR BAYLEIGH PLACES + PROPERTIES

DRAWING NUMBER  
**4C**



**LEGEND:**

- DOTTED STANDARD CURB & GUTTER
- DOTTED IF CONCRETE SIDEWALK OR 10' MULTI-USE PATH
- DOTTED VEGETATIVE/NATURAL BUFFER
- DOTTED PROPOSED ASPHALT PAVEMENT

STRUCT. NO.	STRUCTURE TYPE	FORSTRUCT. NO.	INVERT ELEV.
217	CURB MALET - TYPE 'A'	25.85	23.30 (SW) 23.30 (WC)
218	CURB MALET - TYPE 'A'	26.20	20.05 (SW) 18.00 (WC)
219	TYPE 'C' SLOTTED MALET	25.48	19.40 (SW) 23.25 (WC) 23.25 (SW) 18.30 (WC)
220	36" MES		18.00 (WC)
221	36" MES		15.00 (C)
222	TYPE 'C' SLOTTED MALET	26.20	18.00 (C) 23.25 (WC) 23.25 (SW) 18.10 (WC)
223	CURB MALET - TYPE 'A'	25.20	19.25 (W) 18.78 (WC)

PLANS PREPARED UNDER THE DIRECTION OF:  
**JOHN ZACHARY BRECHT**  
 P.E. NUMBER: 80025

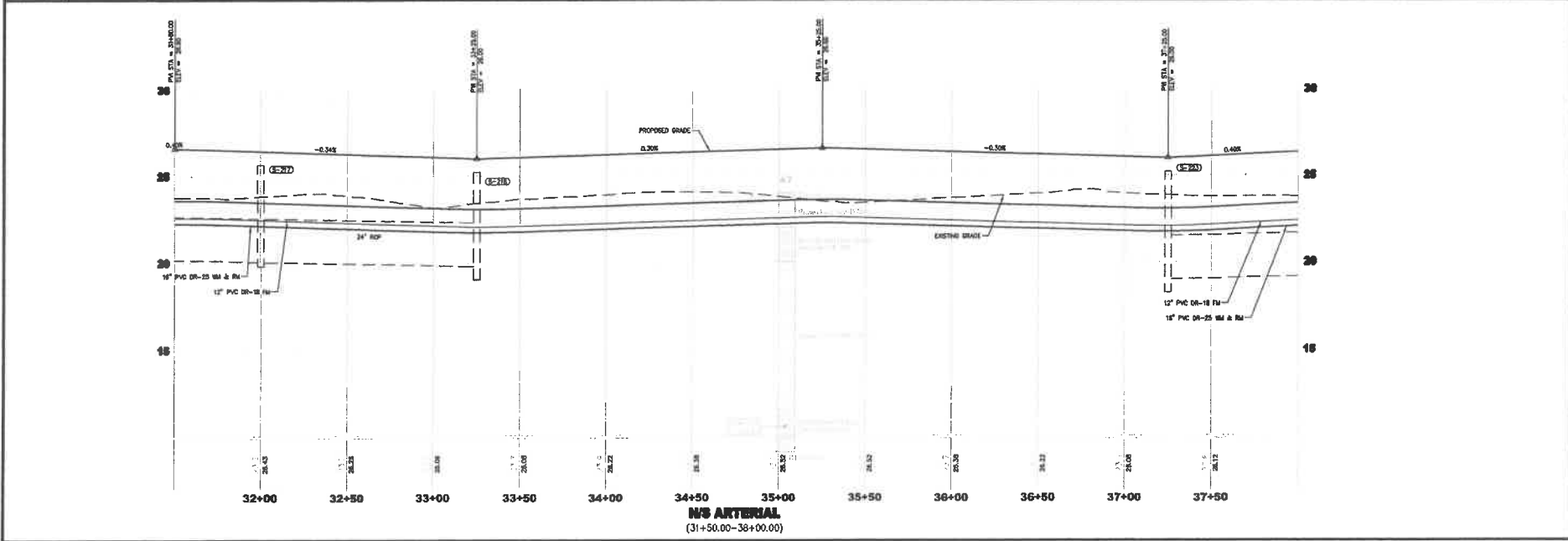
RECORDS  
 ERM NO. 18-138-0-019  
 DRAWN BY: LCL  
 CHECKED BY: JZB/JAW  
 DATE: JANUARY 2020

Engineering, Planning & Survey, Inc.  
 10000 W. 11th Street, Suite 100  
 Overland Park, KS 66204  
 TEL: (913) 241-2400  
 FAX: (913) 241-2406  
 REG. NO. 18-138-0-019

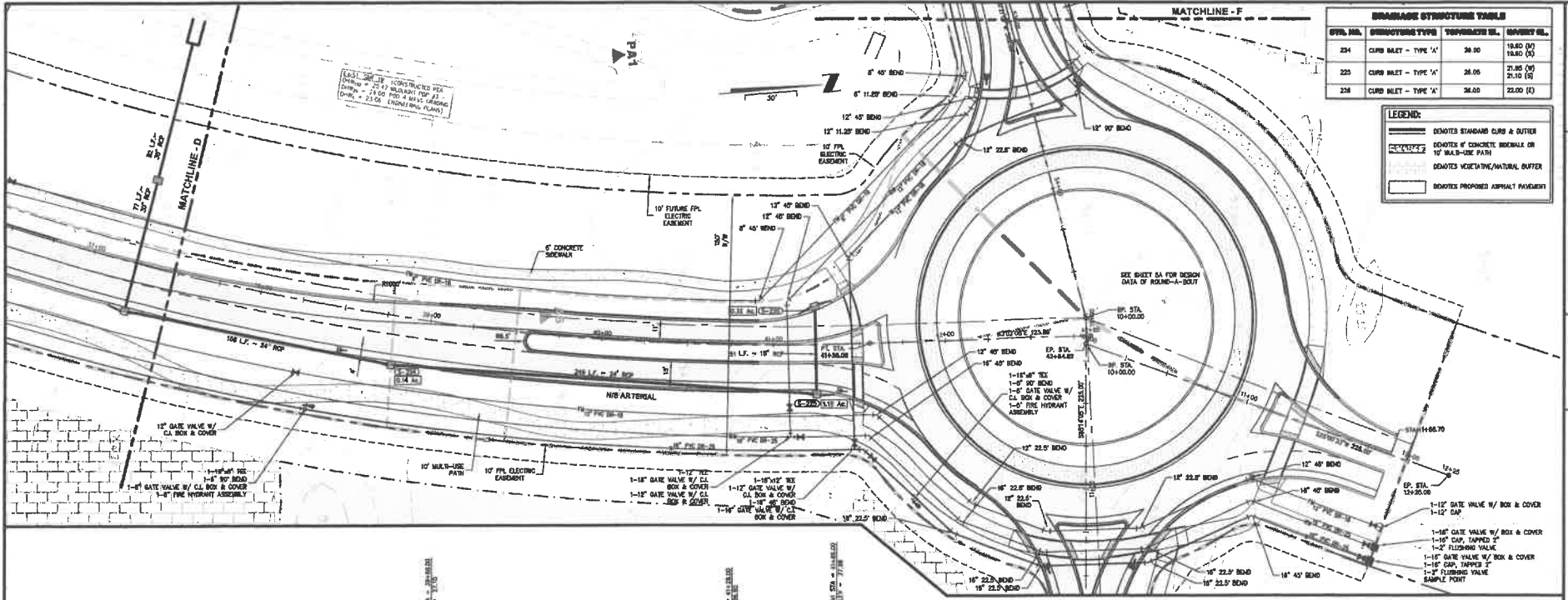


**PLAN AND PROFILE**  
 WILBURGT Pkwy E3 NORTH/SOUTH ARTERIAL  
 ROADSWAY (PHASES 1A & 2A)  
 FOR BAYVIEW PLACES + PROPERTIES

DRAWING NUMBER  
**4D**



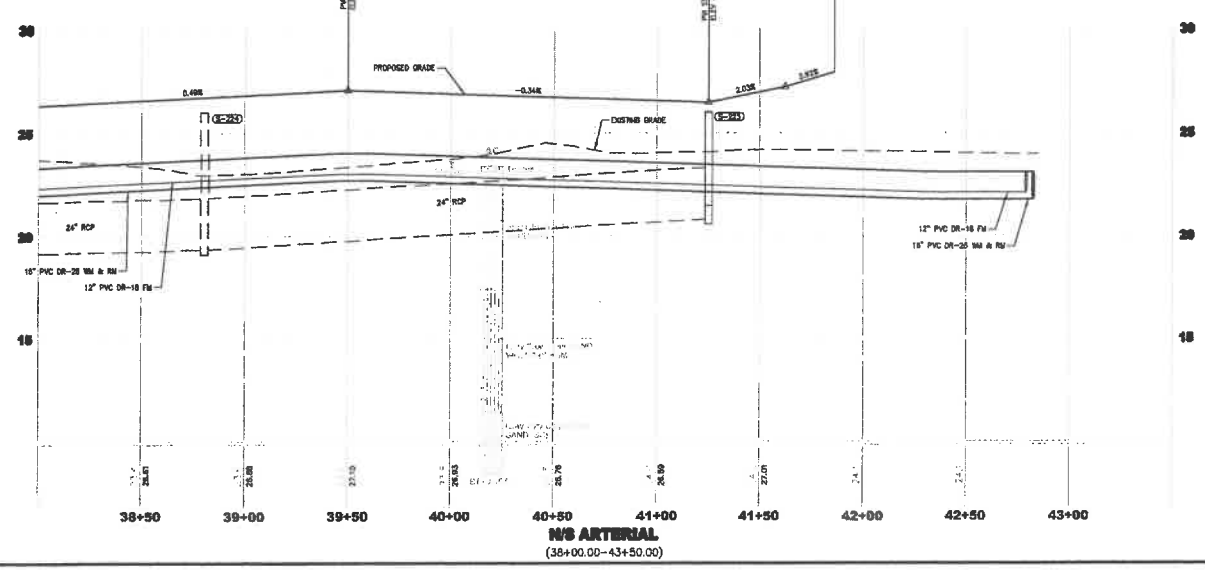
E:\2019\18-138-0-019-019.dwg - Register: 18-138-0-019-019.dwg - User: jzbr - Date: 1/10/20 10:10:10 AM - Plot Date: 1/10/20 10:10:10 AM



DRAINAGE STRUCTURE TABLE			
ST. NO.	STRUCTURE TYPE	TERMINATE IN	CONCRETE IN.
234	CURB INLET - TYPE 'A'	36.00	18.00 (0)
225	CURB INLET - TYPE 'A'	28.00	21.00 (0)
238	CURB INLET - TYPE 'A'	36.00	23.00 (1)

LEGEND:	
	INDICATES STANDARD CURB & GUTTER
	INDICATES 6\"/>



PLANS PREPARED UNDER THE DIRECTION OF:

REVISIONS:

DATE:	REVISION:
JANUARY 2000	

ETM NO. 19-238-01-08

DESIGN BY: LCL

DRAWN BY: JDB/PAW

CHECKED BY: JDB

DATE: JANUARY 2000

Engineering: Thomas & Mather, Inc.  
 10000 W. 11th Street, Suite 100  
 Fort Worth, Texas 76132  
 TEL: (817) 542-8800  
 FAX: (817) 542-8806  
 WWW: WWW.TM-INC.COM

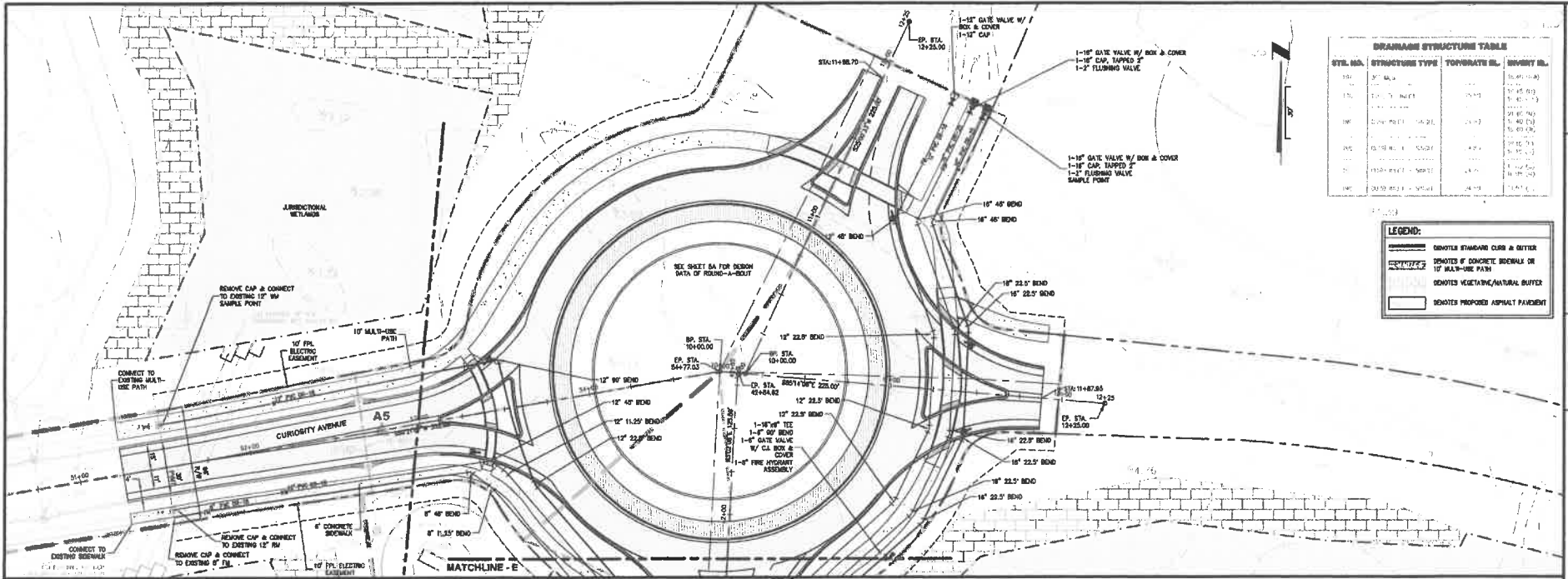
**ETM**  
 VERSION • EXPANSION • IMPROVE

**PLAN AND PROFILE**  
 WILSBURY PARK NORTH/SOUTH ARTERIAL  
 RAMPWAY (PHASES 1A & 2A)  
 FOR TREATMENT PLACES & PROPERTIES

DRAWING NUMBER  
**4E**

1:200 (1/8" = 20'-0") - Elevation: 19-238-01-08-45-50-00 (1/8" = 20'-0") P&P.dwg

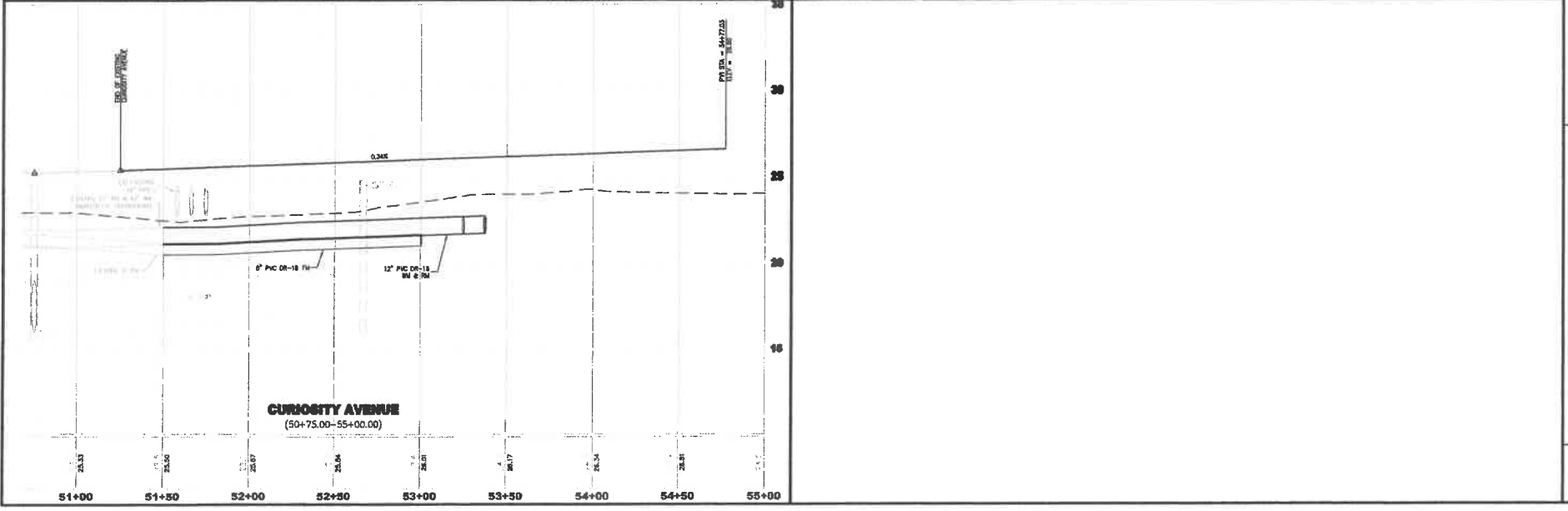
PLANNED: March 3, 2000 - 12:57 PM, ST: 10, User: JOHN ZACHARY BRECHT, P.Z. NUMBER: 00005



STL. NO.	STRUCTURE TYPE	TOPGRADE EL.	INVERT EL.
150	12" 22.5" BOD	124.25	124.00
151	12" 45" BOD	124.25	124.00
152	12" 45" BOD	124.25	124.00
153	12" 45" BOD	124.25	124.00
154	12" 45" BOD	124.25	124.00
155	12" 45" BOD	124.25	124.00
156	12" 45" BOD	124.25	124.00
157	12" 45" BOD	124.25	124.00
158	12" 45" BOD	124.25	124.00
159	12" 45" BOD	124.25	124.00
160	12" 45" BOD	124.25	124.00
161	12" 45" BOD	124.25	124.00
162	12" 45" BOD	124.25	124.00
163	12" 45" BOD	124.25	124.00
164	12" 45" BOD	124.25	124.00
165	12" 45" BOD	124.25	124.00
166	12" 45" BOD	124.25	124.00
167	12" 45" BOD	124.25	124.00
168	12" 45" BOD	124.25	124.00
169	12" 45" BOD	124.25	124.00
170	12" 45" BOD	124.25	124.00
171	12" 45" BOD	124.25	124.00
172	12" 45" BOD	124.25	124.00
173	12" 45" BOD	124.25	124.00
174	12" 45" BOD	124.25	124.00
175	12" 45" BOD	124.25	124.00
176	12" 45" BOD	124.25	124.00
177	12" 45" BOD	124.25	124.00
178	12" 45" BOD	124.25	124.00
179	12" 45" BOD	124.25	124.00
180	12" 45" BOD	124.25	124.00
181	12" 45" BOD	124.25	124.00
182	12" 45" BOD	124.25	124.00
183	12" 45" BOD	124.25	124.00
184	12" 45" BOD	124.25	124.00
185	12" 45" BOD	124.25	124.00
186	12" 45" BOD	124.25	124.00
187	12" 45" BOD	124.25	124.00
188	12" 45" BOD	124.25	124.00
189	12" 45" BOD	124.25	124.00
190	12" 45" BOD	124.25	124.00
191	12" 45" BOD	124.25	124.00
192	12" 45" BOD	124.25	124.00
193	12" 45" BOD	124.25	124.00
194	12" 45" BOD	124.25	124.00
195	12" 45" BOD	124.25	124.00
196	12" 45" BOD	124.25	124.00
197	12" 45" BOD	124.25	124.00
198	12" 45" BOD	124.25	124.00
199	12" 45" BOD	124.25	124.00
200	12" 45" BOD	124.25	124.00

**LEGEND:**

- SHOTS STANDARD CURB & GUTTER
- ▨ SHOTS IF CONCRETE SIDEWALK OR 12" SIDEWALK PAVEMENT
- ▨ SHOTS VEGE/TANK/ANTHRAK BUFFER
- ▨ SHOTS PROPOSED ASPHALT PAVEMENT



PLANS PREPARED UNDER THE DIRECTION OF:

ENGINEER: **ETM**  
 VISION • EXPERIENCE • INNOVATION

PROJECT: **WILLOWY POND MOUNTAIN SOUTH ANTWERP BOULEVARD (PHASES 1A & 2A) FOR SEWERAGE PLACES & PROPERTIES**

DRAWING NUMBER: **4F**

DATE: JANUARY 2020

DESIGNED BY: JSD/JAR  
 CHECKED BY: JSD  
 DATE: JANUARY 2020

ETM NO. 19-238-01-019  
 DRAWN BY: LLL  
 REVISIONS:

Revised: Utility & Water, Inc.  
 1750 W. 10th Street  
 Fort Collins, CO 80504  
 TEL: (970) 225-0000  
 FAX: (970) 225-0005  
 WWW: WWW.ETM-INC.COM

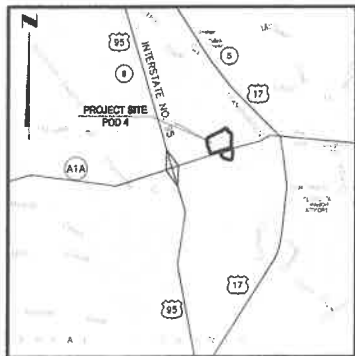
APPROVED: March 1, 2021 - 19-238-01-019 P&S

# WIDLIGHT PDP #3 NORTH/SOUTH ARTERIAL ROADWAY (PHASES 1A & 2A)

NASSAU COUNTY, FLORIDA

## FOR RAYDIENT PLACES + PROPERTIES

1 RAYONIER WAY  
WIDLIGHT, FL 32097



LOCATION MAP  
N.T.S.

**OWNER:** RAYDIENT PLACES + PROPERTIES  
1 RAYONIER WAY  
WIDLIGHT, FL 32097  
(844) 877-0283

**DEVELOPER:** RAYDIENT PLACES + PROPERTIES  
1 RAYONIER WAY  
WIDLIGHT, FL 32097  
(844) 877-0283

**ENGINEER:** ENGLAND-THIMS & MILLER, INC.  
14775 OLD ST. AUGUSTINE RD.  
JACKSONVILLE, FL 32258  
(904) 298-2188  
ATTN: JOHN ZACHARY BRECHT, P.E.

**SURVEYOR:** L.B. BRADLEY LAND SURVEYORS  
610 E. 6TH STREET  
MACLENNY, FL 32083  
(804) 788-6400 EXT. 2



**England-Thims & Miller, Inc.**  
14775 Old St. Augustine Road  
Jacksonville, FL 32258  
TEL: (904) 642-8990  
FAX: (904) 648-8485  
CA - 00002584 LC - 0000316

SHEET NO.	DRAWING INDEX SHEET TITLE	REVISION
1	COVER SHEET	
1A	SIGNATURE SHEET	
2A-2B	GENERAL NOTES & LEGEND	
3	MASTER SITE PLAN	
4	MASTER UTILITY PLAN	
4A-4G	PLAN AND PROFILE	
4H	FORCE MAIN PROFILE	
4I	WATER MAIN PROFILE	
4J	REUSE PROFILE	
4K	TEMPORARY FM ABANDONMENT PLAN	
5A-5B	ROUNDABOUT PLAN	
6A-6C	PAVING AND DRAINAGE DETAILS	
7A	JEA GENERAL NOTES AND LEGEND	
7B-7F	JEA STANDARD WATER MAIN DETAILS	
7G-7K	JEA STANDARD SANITARY SEWER DETAILS	
7L-7Q	JEA PUMP STATION DETAILS	
8	EROSION AND SEDIMENT CONTROL PLAN	
9	EROSION AND SEDIMENT CONTROL DETAILS	
1D	STORMWATER POLLUTION PREVENTION PLAN	
1I	STORMWATER POLLUTION PREVENTION CONTRACTORS CERTIFICATION	
S1-S5	SIGNING AND PAVEMENT MARKING PLAN	
FP-1	FPL TRANSMISSION EASEMENT EXHIBIT	
A1-A2	AUTOTURN EXHIBIT	
FB-1	FULL BUILD OUT EXHIBIT	
LC-00	LANDSCAPE COVER SHEET	
LC-01	LANDSCAPE CODE SUMMARY	
LC-02 - LC-06	LANDSCAPE PLAN	
LC-07	LANDSCAPE SPECIFICATIONS AND DETAILS	

JEA AVAILABILITY 2021-0758

**NOTE**  
IF YOU ARE IN FLORIDA, YOU ARE REQUIRED TO  
CALL SUNSHINE STATE ONE-CALL OF FLORIDA,  
INC. 1-800-432-4770 FOR LOCATES. IT'S THE  
LAW.

PLANS ARE DESIGNED UNDER  
2021 JEA DESIGN STANDARDS



IF YOU DIG IN FLORIDA...  
CALL US FIRST!  
1-800-432-4770  
SUNSHINE STATE ONE-CALL OF FLORIDA, INC.  
IT'S THE LAW

PLANS PREPARED UNDER THE  
DIRECTION OF:  
JOHN ZACHARY BRECHT  
P.E. NUMBER: 6659

REVISIONS:  
DRAWN BY: L.O.L.  
CHECKED BY: JZB/JAR  
DESIGNED BY: JZB  
DATE: JANUARY 2020

14775 Old St. Augustine Road  
Jacksonville, FL 32258  
TEL: (904) 642-8990  
FAX: (904) 648-8485  
REG. NO. 0001 LC - 0000316

**ETM**  
VISION • EXPERIENCE • RESULTS

**COVER SHEET**  
WIDLIGHT PDP #3 NORTH/SOUTH ARTERIAL  
ROADWAY (PHASES 1A & 2A)  
POD: RAYDIENT PLACES + PROPERTIES

DRAWING NUMBER  
**1**

IFC



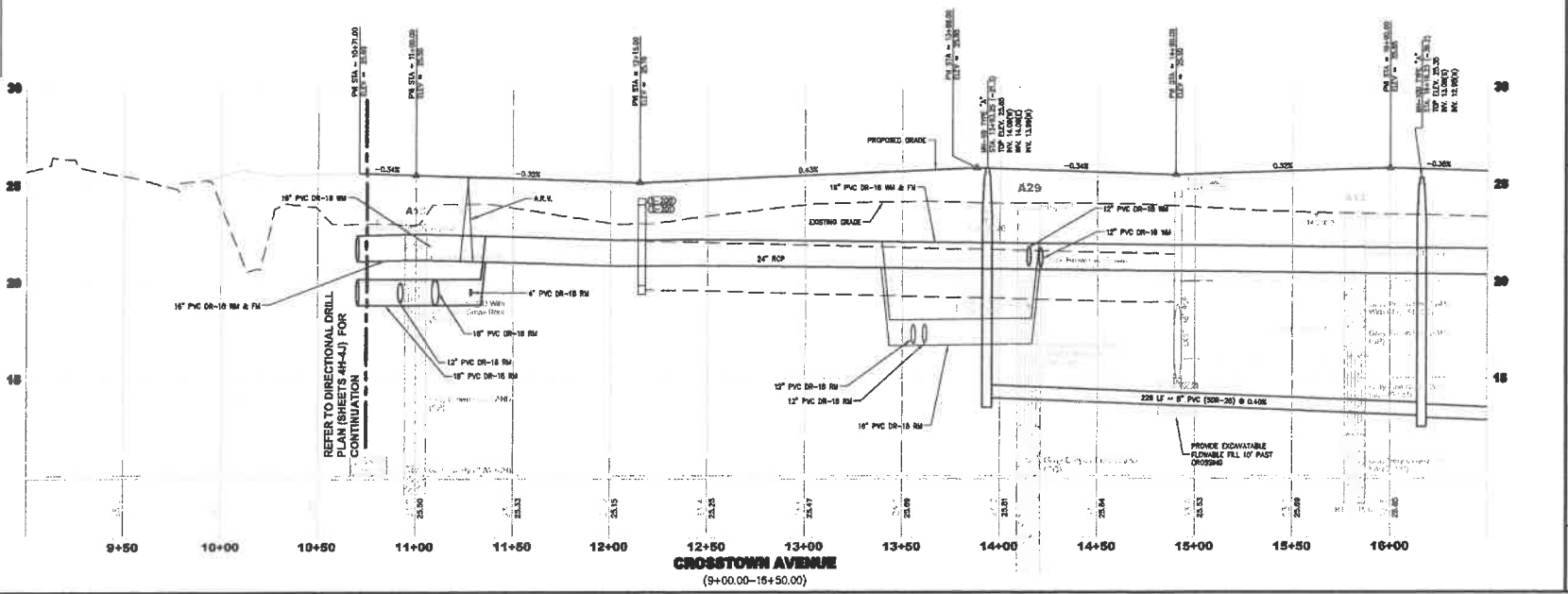
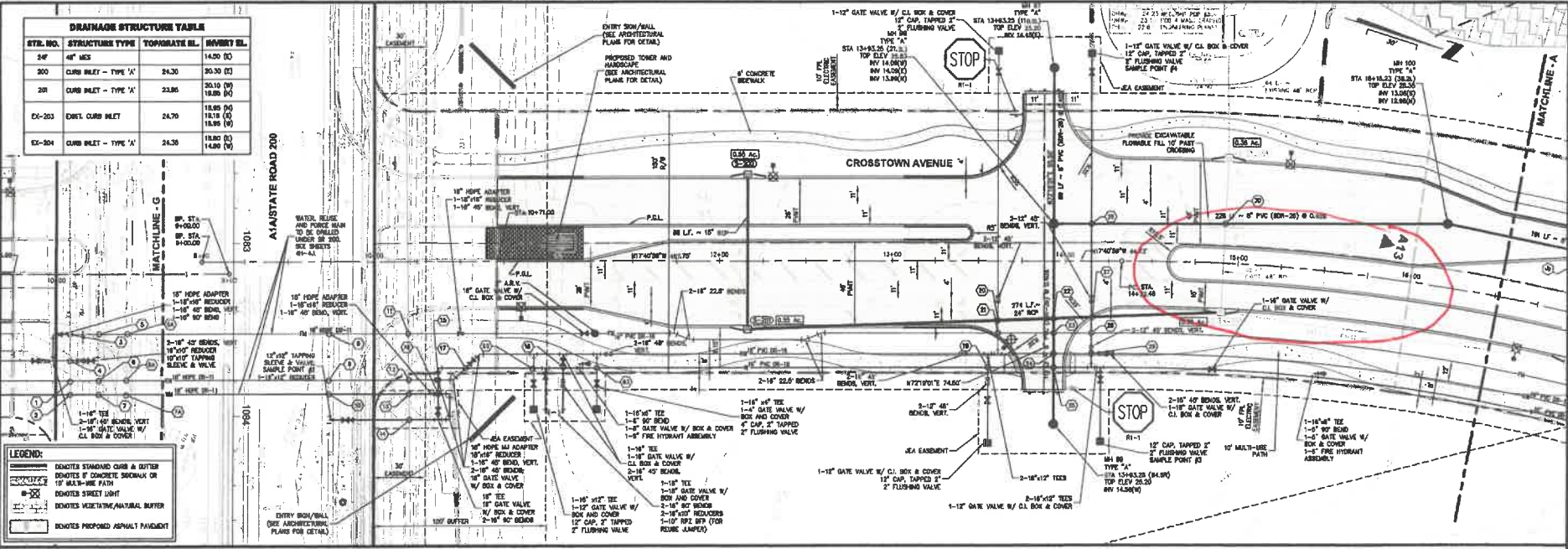
DRAINAGE STRUCTURE TABLE			
STR. NO.	STRUCTURE TYPE	TOPGRADE EL.	INVERT EL.
24F	48" MEX		14.00 (C)
200	CURB INLET - TYPE 'A'	24.30	30.30 (C)
201	CURB INLET - TYPE 'A'	23.80	30.10 (W) 18.00 (S)
EX-203	EXIST. CURB INLET	24.70	18.00 (W) 18.10 (C) 18.95 (S)
EX-204	CURB INLET - TYPE 'A'	24.30	18.00 (C) 14.00 (W)

**LEGEND:**

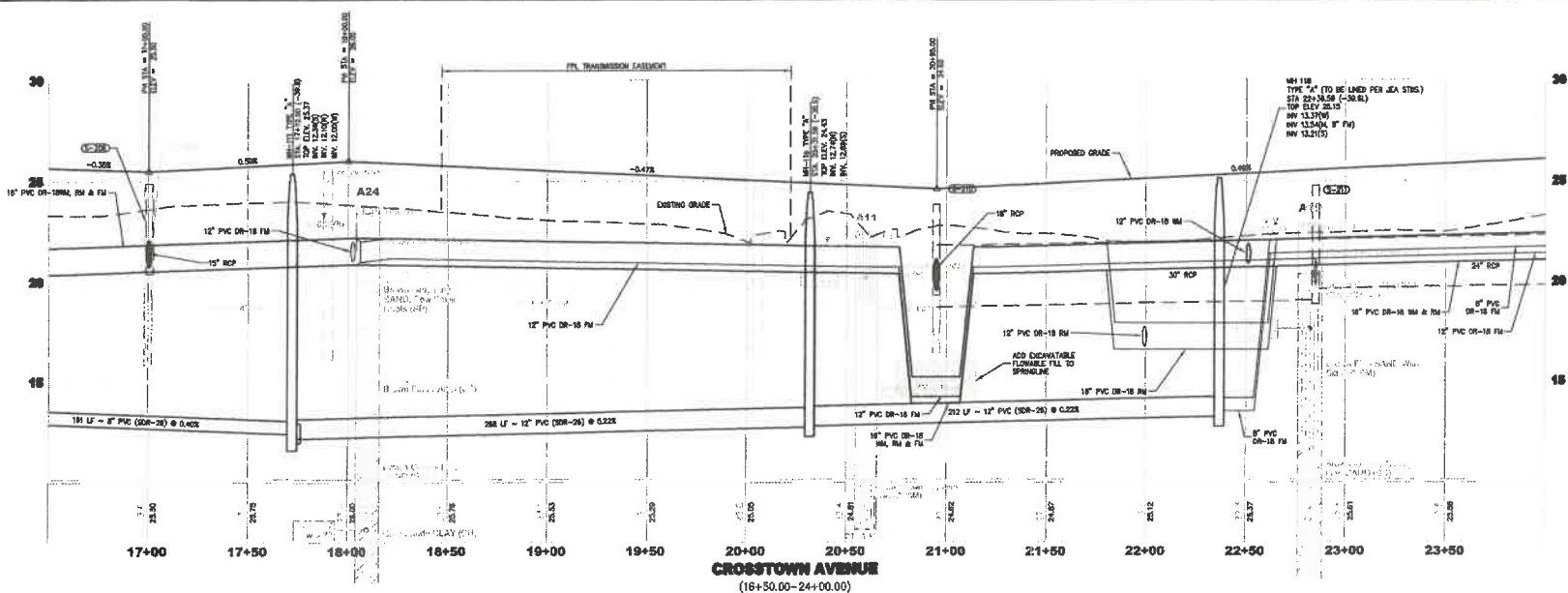
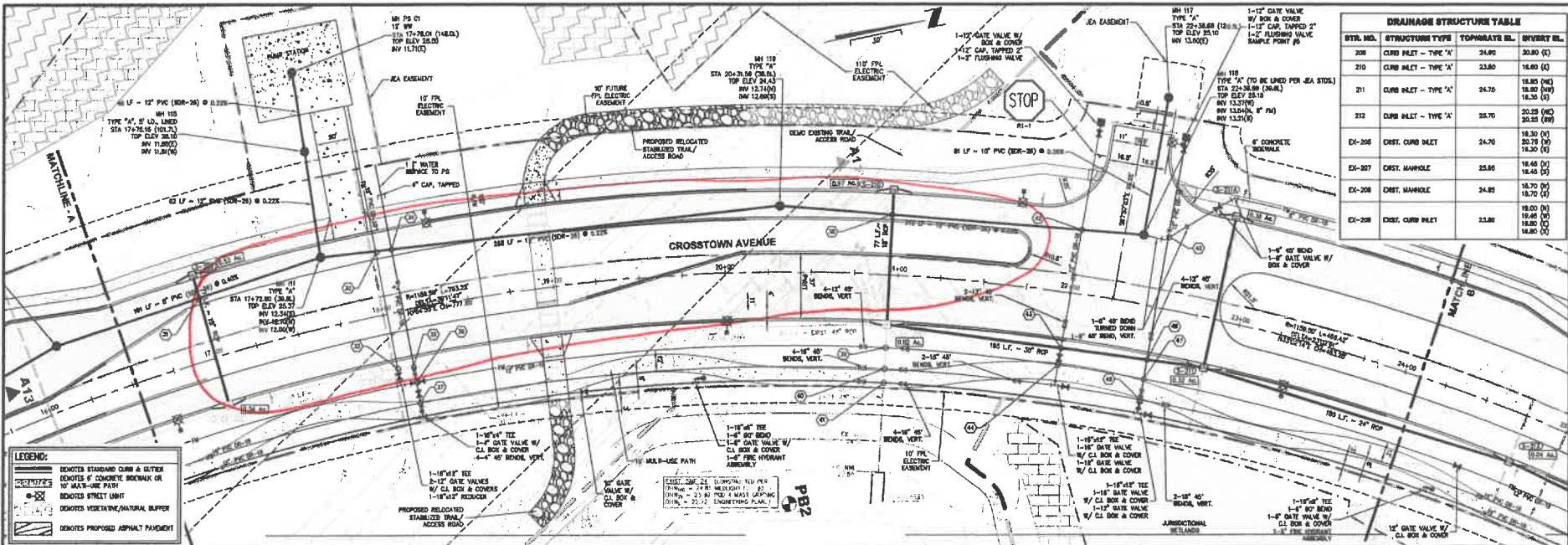
- ◻ DENOTES STAGNANT CURB & GUTTER
- ◻ DENOTES 1" CONCRETE SIDEWALK OR 1" M&S-WE PATH
- DENOTES STREET LIGHT
- ◻ DENOTES INTERMEDIATE BUFFER
- ◻ DENOTES PROPOSED ASPHALT PAVEMENT

**NOTE:**

- SPOT ELEVATIONS, UTILITIES, STORM SCENES, AND OTHER IMPROVEMENTS WITHIN THE LIMITS OF THE DR-200 IMPROVEMENT AREA ARE SHOWN FOR REFERENCE ONLY. REFER TO DR-200 IMPROVEMENT PLAN DRAWINGS FOR PROPOSED IMPROVEMENTS ASSOCIATED WITH THE DR-200 IMPROVEMENTS.
- REFER TO DRAWING ST-1-35 FOR PROPOSED SIGNAGE AND PAVEMENT MARKINGS.



PLANS PREPARED UNDER THE DIRECTION OF:  
 JOHN ZACHARY BRECHT  
 P.E. NUMBER: 65538  
 DATE: JANUARY 2020  
 DRAWING NUMBER: 4A  
 PROJECT: WILKRIGHT POP 63 NORTHCROSWORTH AVENUE ROADWAY IMPROVEMENT (PHASES 1A & 2A) POB-BAYMENT (PHASES 1 & 2)



**ETM**  
WHITE • PERFORMANCE • DURABLE

**PLAN AND PROFILE**  
WILDLIGHT POP 83 NORTH/SOUTH MATERIAL  
FOR BAYHUNT PHASES 1A & 2A  
FOR BAYHUNT PHASES 1A & 2A

**PROFESSIONAL ENGINEER & ARCHITECT, INC.**  
13000 W. 25th Ave., Suite 100, Golden, CO 80603  
TEL: 303.440.2500  
FAX: 303.440.2501

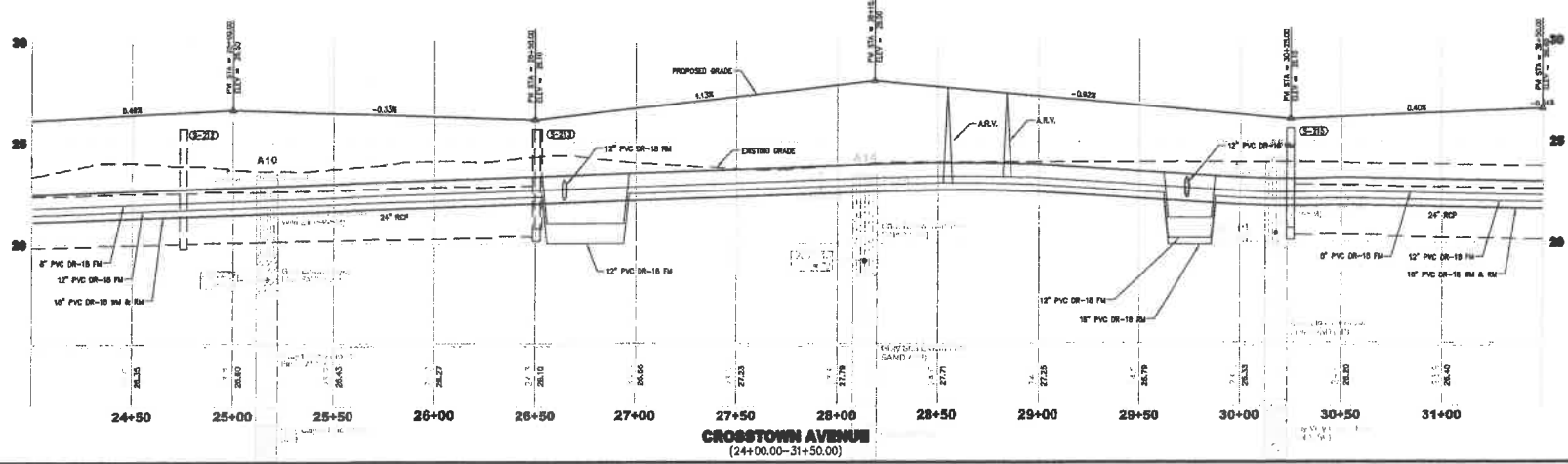
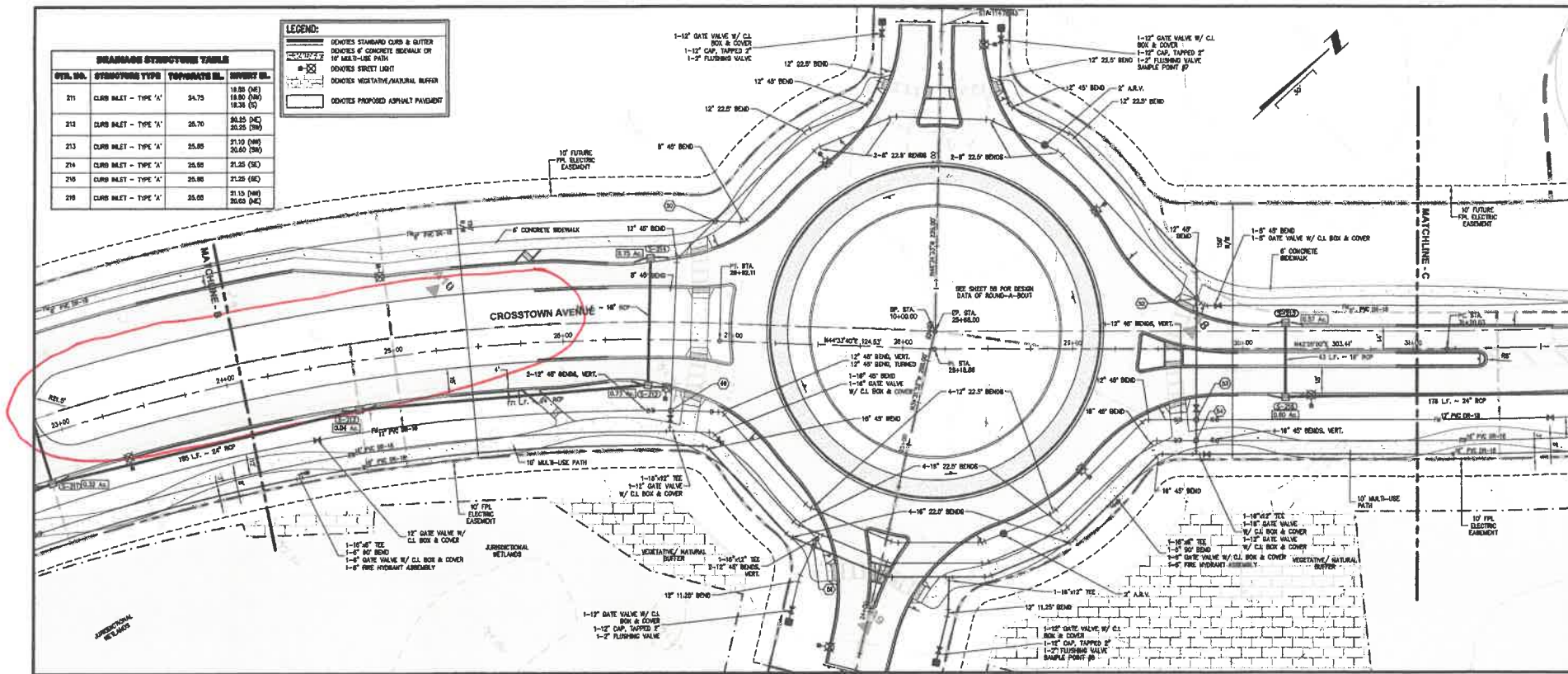
**PROJECT:** WILDLIGHT POP 83 NORTH/SOUTH MATERIAL FOR BAYHUNT PHASES 1A & 2A  
**DRAWING NO.:** 16-230-01-015  
**DATE:** JANUARY 2005  
**DESIGNED BY:** JZJ/JMP  
**CHECKED BY:** JZJ  
**DRAWN BY:** LLL

**FLUAS PREPARED UNDER THE DIRECTION OF:** JOHN ZACHARY BRECHT, P.E. NUMBER: 06559  
**POSTED:** JAN 6, 2005 - 2:48 PM EST. Version: PHASE PLAN

CURB NO.	STANDARD TYPE	TOPGRADE ELEV.	INVERT ELEV.
211	CURB INLET - TYPE 'A'	24.73	18.85 (A) 18.80 (B) 18.35 (C)
212	CURB INLET - TYPE 'A'	25.70	20.25 (A) 20.20 (B)
213	CURB INLET - TYPE 'A'	25.85	21.10 (A) 20.80 (B)
214	CURB INLET - TYPE 'A'	25.90	21.25 (A)
215	CURB INLET - TYPE 'A'	25.95	21.25 (A)
216	CURB INLET - TYPE 'A'	25.95	21.15 (A) 20.90 (B)

**LEGEND:**

- DENOTES STANDARD CURB & GUTTER
- DENOTES CONCRETE SIDEWALK OR 10' MULTI-USE PATH
- DENOTES STREET LIGHT
- DENOTES VEGETATIVE/NATURAL BUFFER
- DENOTES PROPOSED ASPHALT PAVEMENT



PLANS PREPARED UNDER THE DIRECTION OF:

JOHN ZACHARY BRECHT  
P.E. NUMBER: 65559

DATE: JANUARY 2020

DRAWN BY: LCL

CHECKED BY: JZB

REVISIONS:

ETM NO. 18-238-01-018

17th Street & 18th Street

WILKINSON ROAD & CROSSTOWN AVENUE

FOR BAYVIEW PHASES 1A & 2A

FOR BAYVIEW PHASES 1A & 2A

VEHICLE - CONFORMANCE - RESULTS

ETM

PLAN AND PROFILE

WILKINSON ROAD & CROSSTOWN AVENUE

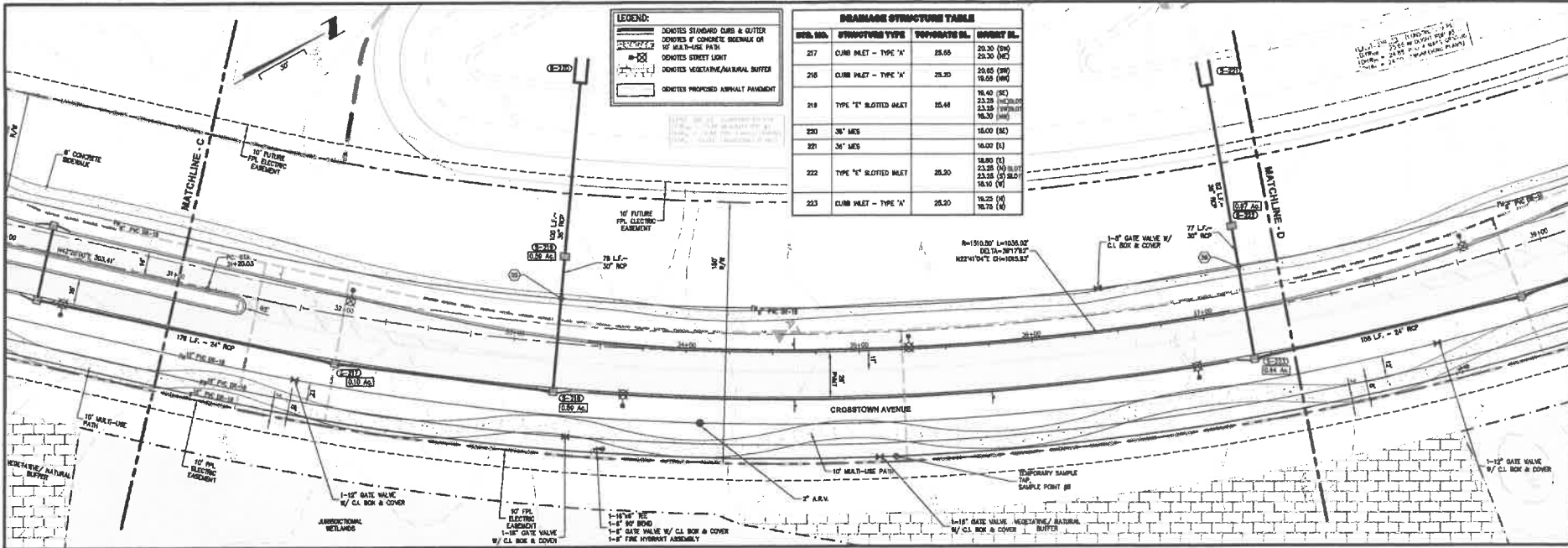
FOR BAYVIEW PHASES 1A & 2A

FOR BAYVIEW PHASES 1A & 2A

VEHICLE - CONFORMANCE - RESULTS

DRAWING NUMBER

**4C**

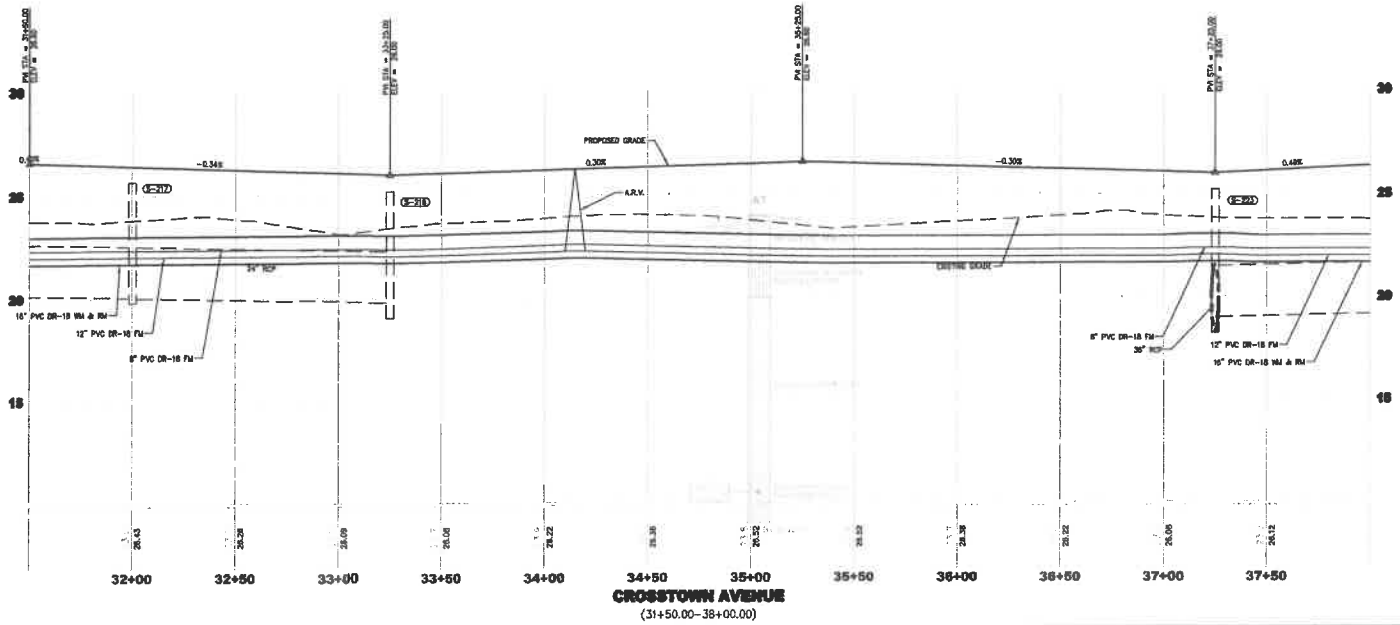


**LEGEND:**

- DOWNSIDE STORM DRAIN & OUTER COVER OR CONCRETE RECEIPTS OR 10' MULT-USE PASS
- DOWNSIDE STREET LIGHT
- DOWNSIDE VEGETATION/NATURAL BUFFER
- DOWNSIDE PROPOSED ASPHALT PAVEMENT

**DRAINAGE STRUCTURE TABLE**

SEQ. NO.	STRUCTURE TYPE	PROPOSED DL.	INVERT DL.
217	CLUB INLET - TYPE 'A'	25.05	23.30 (HW) 23.30 (MC)
218	CLUB INLET - TYPE 'A'	25.03	23.05 (HW) 19.05 (MC)
219	TYPE 'C' SLOTTED RALEY	25.44	16.40 (RC) 23.28 (HW) 23.28 (HW) 19.30 (MC)
220	36" MES		18.00 (MC)
221	36" MES		18.00 (C)
222	TYPE 'C' SLOTTED RALEY	26.20	18.00 (C) 23.28 (HW) 23.28 (HW) 19.30 (MC)
223	CLUB INLET - TYPE 'A'	26.20	18.25 (C) 18.78 (C)



**CROBSTOWN AVENUE**  
(31+50.00-38+00.00)

PLANS PREPARED UNDER THE DIRECTION OF:  
 JOHN ZACHARY BRECHT  
 P.E. NUMBER: 96559  
 REGISTERED PROFESSIONAL ENGINEER  
 STATE OF TEXAS  
 EXPIRES: JAN 28, 2018 - 5:27 PM '07 CAD User

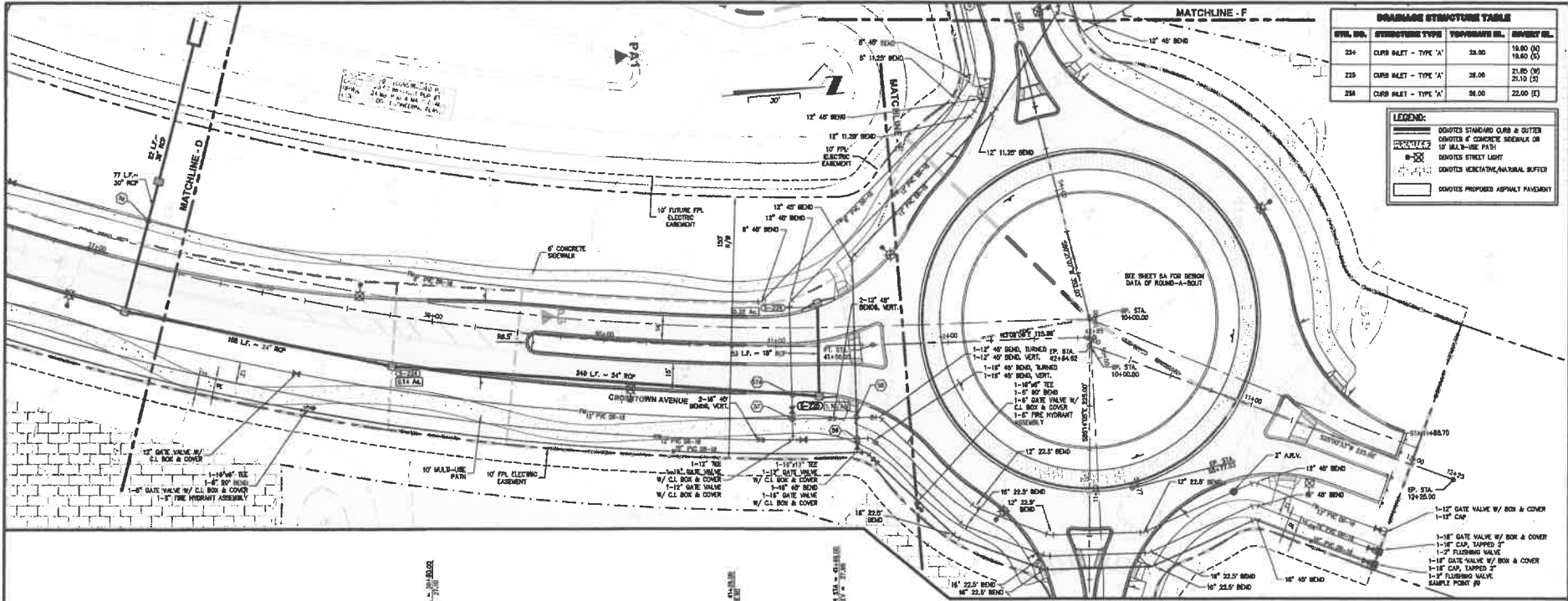
REVISIONS:  
 DATE NO. BY: L.C.L.  
 DRAWN BY: JZB/AVR  
 CHECKED BY: JZB  
 DATE: JANUARY 2008

Engineering, Planning & Mapping, Inc.  
 10000 Katy Road, Suite 100  
 Houston, TX 77055  
 TEL: (281) 435-8800  
 FAX: (281) 435-8801  
 WWW: WWW.EPMI.COM  
 EPMI - THE LEADER IN ENGINEERING, PLANNING & MAPPING

**ETM**  
 ENGINEERING • PLANNING • MAPPING

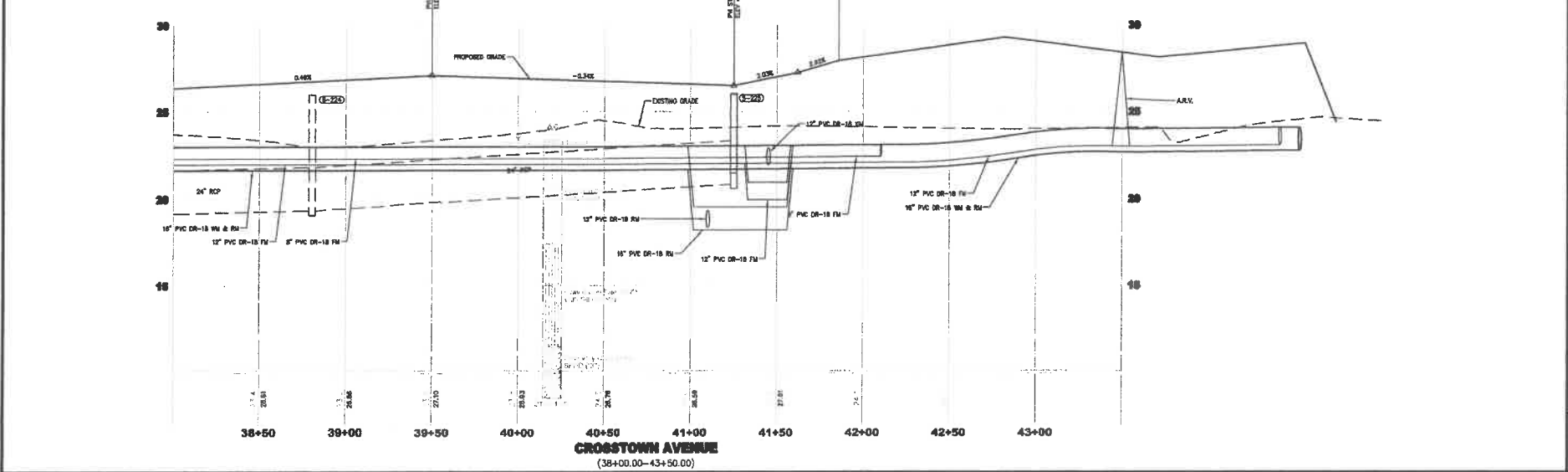
**PLAN AND PROFILE**  
 WILLOWBAY PIPE 83 NORTHBOWTOWN ARTERIAL  
 ROADWAY PHASES 1A & 2A  
 FOR: NATURAL PLACES + PROPERTIES

DRAWING NUMBER  
**4D**



DRAINAGE STRUCTURE TABLE			
ST. NO.	STRUCTURE TYPE	TOPGRADE E.L.	BASIN E.L.
224	CURB MALET - TYPE 'A'	28.00	18.00 (0)
225	CURB MALET - TYPE 'A'	28.00	21.00 (0)
226	CURB MALET - TYPE 'A'	28.00	22.00 (0)

- LEGEND:**
- DOWNS STANDARD CURB & GUTTER
  - DOWNS 4" CONCRETE SIDEWALK OR 12" M.S.-S.W. PATH
  - DOWNS STREET LIGHT
  - DOWNS RESERVATION/ANNUAL BUFFER
  - DOWNS PROPOSED ASPHALT PAVEMENT



**ETM**

**PLAN AND PROFILE**

**WILDLIGHT P&S ENGINEERING**

**FOR: ROADWAY (PHASES 1A & 2A)**

**FOR: RAYBURN PLAZA & PROPERTIES**

DRAWING NUMBER  
**4E**

DATE: JANUARY 2008

PROJECT NO.: 08-001

SCALE: AS SHOWN

DESIGNED BY: JTB

CHECKED BY: JTB

DRAWN BY: L.C.L.

ITEM NO.: 16-230-01-010

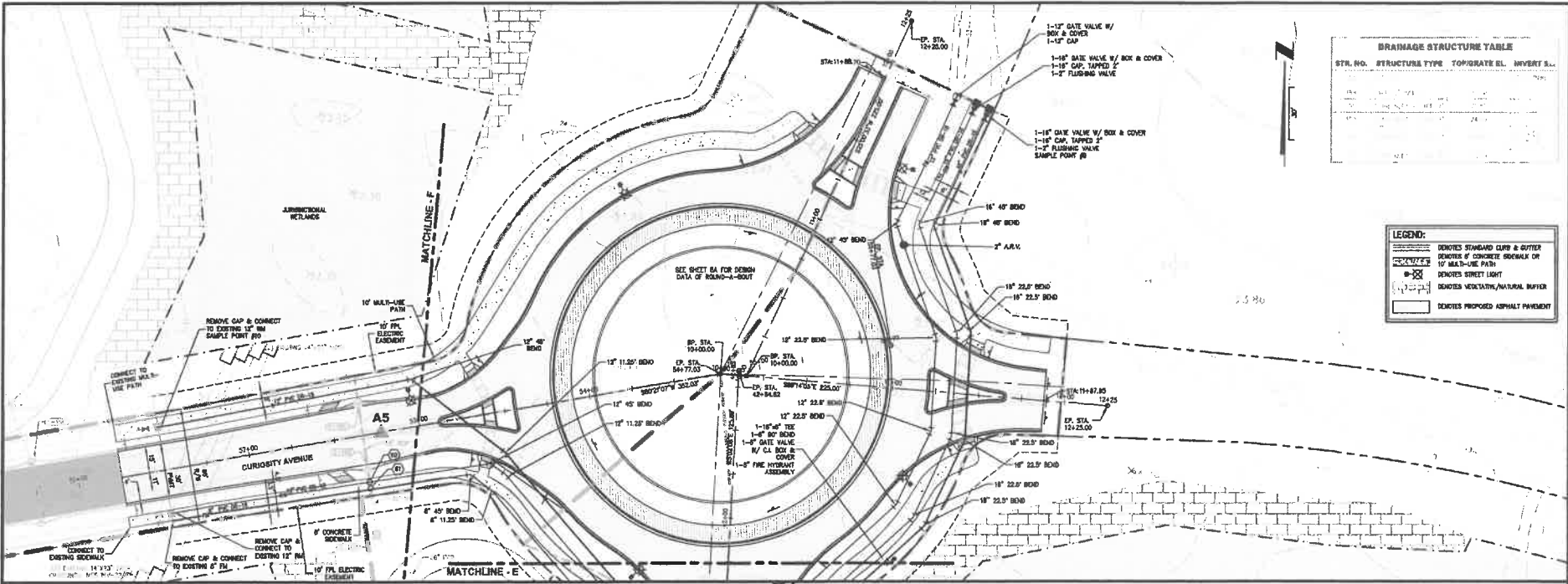
REVISIONS:

DIRECTION OF TRAFFIC: PLANS PREPARED UNDER THE

AUTHOR: JACUARY BRECHT

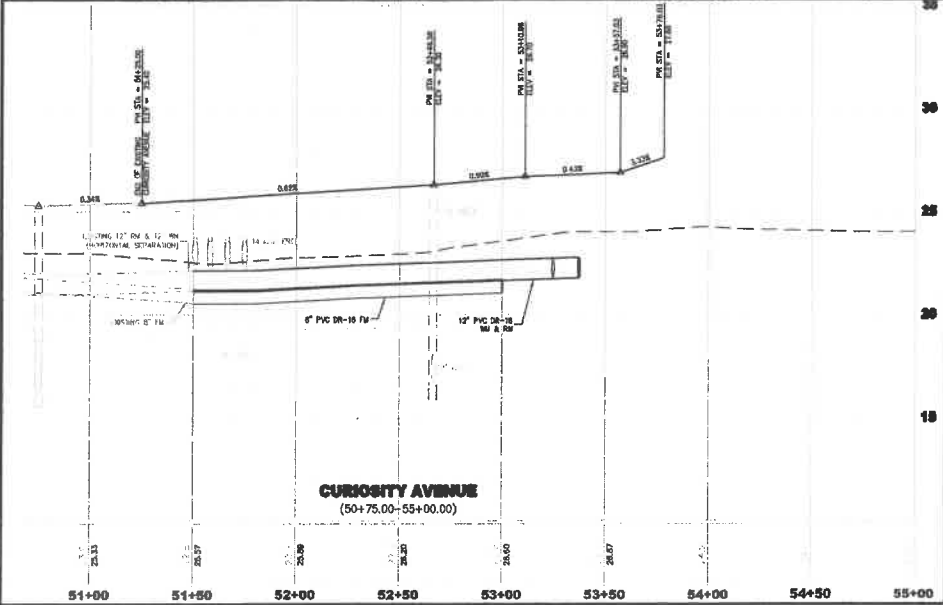
P.E. NUMBER: 60559

PLOTTED: APR 26, 2007 - 2:37 PM ET: CAG TFC



DRAINAGE STRUCTURE TABLE			
STR. NO.	STRUCTURE TYPE	TOP/GRADE EL.	INVERT S.L.
1	12" GATE VALVE W/ BOX & COVER	104.20.00	
2	18" GATE VALVE W/ BOX & COVER	104.00.00	
3	18" GATE VALVE W/ BOX & COVER	122.00	
4	18" GATE VALVE W/ BOX & COVER	122.00	
5	18" GATE VALVE W/ BOX & COVER	122.00	
6	18" GATE VALVE W/ BOX & COVER	122.00	

LEGEND:	
	DENOTES STANDARD CURB & GUTTER
	DENOTES BREAK OF CONCRETE OR BREAK OF 10' MULTI-USE PATH
	DENOTES STREET LIGHT
	DENOTES VEGETATIVE/NATURAL BUFFER
	DENOTES PROPOSED ASPHALT PAVEMENT



PLANS PREPARED UNDER THE DIRECTION OF:  
**JOHN ZACHARY BECOT**  
 P.E. NUMBER: 65556

RESPONSOR:  
 ETM  
 1400 W. 23RD ST. SUITE 200  
 DENVER, CO 80202  
 PHONE: (303) 733-4400  
 FAX: (303) 733-4401

DESIGNER:  
 ETM  
 1400 W. 23RD ST. SUITE 200  
 DENVER, CO 80202  
 PHONE: (303) 733-4400  
 FAX: (303) 733-4401

DATE: JANUARY 2020



**PLAN AND PROFILE**  
 WILDLIGHT POP-UP BORTHOUGH ARTERIAL  
 ROADWAY (PHASES 1A & 2A)  
 POB PAVEMENT PLACES & PROFILES

DRAWING NUMBER  
**4F**

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**EAST NASSAU STEWARDSHIP DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
NOVEMBER 30, 2022**



**EAST NASSAU STEWARDSHIP DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
NOVEMBER 30, 2022**

	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
<b>ASSETS</b>								
Cash	\$ 613,973	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 613,973
SunTrust debit	2,236	-	-	-	-	-	-	2,236
Investments								
Revenue	-	-	-	-	67,304	313,604	-	380,908
Reserve	-	-	-	-	168,431	339,250	-	507,681
Prepayment	-	-	-	-	22,002	-	-	22,002
Construction	-	-	-	-	-	-	1,108,317	1,108,317
Construction reserve: Wildlight Ave**	-	-	-	-	-	-	1,517,568	1,517,568
Interest	-	-	-	-	-	15	-	15
Due from FPL 2022	-	2,964	-	-	-	-	-	2,964
Due from general fund	-	575,771	-	-	-	-	-	575,771
Security deposit	-	3,000	-	-	-	-	-	3,000
Utility deposits	-	50	-	-	-	-	-	50
Total assets	<u>\$ 616,209</u>	<u>\$ 581,785</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 257,737</u>	<u>\$ 652,869</u>	<u>\$ 2,625,885</u>	<u>\$ 4,734,485</u>
<b>LIABILITIES AND FUND BALANCES</b>								
Liabilities:								
Accounts payable on-site	\$ -	\$13,298.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,298.00
Retainage payable	-	-	-	-	-	-	646,304	646,304
Due to special revenue fund	575,771	-	-	-	-	-	-	575,771
Due to other	258	-	-	-	-	-	-	258
Landowner advance	6,500	-	-	-	-	-	-	6,500
Total liabilities	<u>582,529</u>	<u>13,298</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>646,304</u>	<u>1,242,131</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>								
Deferred receipts	-	2,964	-	-	-	-	-	2,964
Total deferred inflows of resources	<u>-</u>	<u>2,964</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,964</u>
Fund balances:								
Restricted for:								
Debt service	-	-	-	-	257,737	652,869	-	910,606
Capital projects	-	-	-	-	-	-	1,979,581	1,979,581
Unassigned	33,680	565,523	-	-	-	-	-	599,203
Total fund balances	<u>33,680</u>	<u>565,523</u>	<u>-</u>	<u>-</u>	<u>257,737</u>	<u>652,869</u>	<u>1,979,581</u>	<u>3,489,390</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 616,209</u>	<u>\$ 581,785</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 257,737</u>	<u>\$ 652,869</u>	<u>\$ 2,625,885</u>	<u>\$ 4,734,485</u>
**Construction Reserve for Wildlight Ave obligations								

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED NOVEMBER 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 10,121	0%
Assessment levy: off-roll	1,402	1,402	166,978	1%
Landowner contribution	-	-	40,000	0%
Lease reimbursements	-	-	14,108	0%
Total revenues	<u>1,402</u>	<u>1,402</u>	<u>231,207</u>	1%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
District engineer	-	-	12,000	0%
General counsel	1,458	1,458	50,000	3%
Legal: litigation	-	-	40,000	0%
District manager	4,000	8,000	48,000	17%
Audit	-	-	7,000	0%
Postage	43	63	500	13%
Printing and binding	83	167	1,000	17%
Insurance - GL, POL	-	12,825	14,000	92%
Legal advertising	-	-	6,500	0%
Miscellaneous- bank charges	860	881	1,000	88%
Office lease: 274 Daydream	1,167	1,167	10,537	11%
Office lease	-	-	17,813	0%
Office utilities	90	90	3,350	3%
Office supplies	-	-	2,563	0%
Meeting room	-	-	500	0%
Website				
Hosting & maintenance	753	753	705	107%
ADA compliance	-	210	210	100%
Annual district filing fee	175	175	175	100%
Property taxes	-	-	900	0%
Total professional & administrative	<u>8,629</u>	<u>25,789</u>	<u>216,753</u>	12%
<b>Other fees &amp; charges</b>				
Property appraiser and tax collector	28	28	316	9%
Total other fees & charges	<u>28</u>	<u>28</u>	<u>316</u>	9%
Total expenditures	<u>8,657</u>	<u>25,817</u>	<u>217,069</u>	12%
Excess/(deficiency) of revenues over/(under) expenditures	(7,255)	(24,415)	14,138	
Fund balances - beginning	40,935	58,095	53,777	
Fund balances - ending	<u>\$ 33,680</u>	<u>\$ 33,680</u>	<u>\$ 67,915</u>	

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #1: WILDLIGHT  
FOR THE PERIOD ENDED NOVEMBER 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 59,503	\$ 59,503	\$ 428,936	14%
Assessment levy: off-roll	-	-	324,446	0%
Total revenues	<u>59,503</u>	<u>59,503</u>	<u>753,382</u>	8%
<b>EXPENDITURES</b>				
<b>Field operations</b>				
Field operations	5,981	5,981	85,456	7%
Administration and accounting	625	1,250	7,500	17%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	21,197	29,884	380,588	8%
Lake maintenance	-	-	19,455	0%
Pest control	-	-	1,000	0%
Street cleaning	-	-	12,000	0%
Street light lease	3,768	3,768	95,843	4%
Repairs & maintenance	-	-	13,676	0%
Electricity	111	111	984	11%
Irrigation (potable)	437	749	41,169	2%
Landscape replacement	-	-	38,059	0%
Parts & supplies	-	-	3,000	0%
Contingency	-	-	250	0%
Insurance	-	-	5,000	0%
Debt service fund accounting: series 2018	625	1,250	7,500	17%
Debt service fund accounting: series 2021	625	1,250	7,500	17%
Arbitrage rebate calculation	-	-	1,000	0%
Dissemination agent	167	333	2,000	17%
Trustee (series 2018 bonds)	-	-	4,000	0%
Trustee (series 2021 bonds)	-	-	4,000	0%
Total field operations	<u>33,536</u>	<u>44,576</u>	<u>739,980</u>	6%
<b>Other fees &amp; charges</b>				
Property appraiser and tax collector	1,190	1,190	13,404	9%
Total other fees & charges	<u>1,190</u>	<u>1,190</u>	<u>13,404</u>	9%
Total expenditures	<u>34,726</u>	<u>45,766</u>	<u>753,384</u>	6%
Excess/(deficiency) of revenues over/(under) expenditures	24,777	13,737	(2)	
Fund balances - beginning	540,746	551,786	450,003	
Assigned:				
3 months working capital	192,096	192,096	192,096	
Disaster recovery	50,000	50,000	50,000	
Unassigned	323,427	323,427	207,905	
Fund balances - ending	<u>\$ 565,523</u>	<u>\$ 565,523</u>	<u>\$ 450,001</u>	

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #2  
FOR THE PERIOD ENDED NOVEMBER 30, 2022**

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

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
SPECIAL REVENUE FUND - COMMERCE PARK  
FOR THE PERIOD ENDED NOVEMBER 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 41,333	0%
Total revenues	-	-	41,333	0%
<b>EXPENDITURES</b>				
<b>Field operations</b>				
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	-	-	4	
Fund balances - beginning	-	-	-	
Fund balances - ending	\$ -	\$ -	\$ 4	

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2018  
FOR THE PERIOD ENDED NOVEMBER 30, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on-roll - net	\$ 46,976	\$ 46,976	\$ 346,101	14%
Interest	936	1,624	-	N/A
Total revenues	<u>47,912</u>	<u>48,600</u>	<u>346,101</u>	14%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	90,000	0%
Principal prepayment	110,000	110,000	-	N/A
Interest	124,003	124,003	249,056	50%
Total debt service	<u>234,003</u>	<u>234,003</u>	<u>339,056</u>	69%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	3,605	0%
Tax collector	940	940	7,210	13%
Total other fees and charges	<u>940</u>	<u>940</u>	<u>10,815</u>	9%
Total expenditures	<u>234,943</u>	<u>234,943</u>	<u>349,871</u>	67%
Excess/(deficiency) of revenues over/(under) expenditures	(187,031)	(186,343)	(3,770)	
Fund balances - beginning	444,768	444,080	328,526	
Fund balances - ending	<u>\$ 257,737</u>	<u>\$ 257,737</u>	<u>\$ 324,756</u>	

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021  
FOR THE PERIOD ENDED NOVEMBER 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Special assessment: on-roll - net	\$ 23,154	\$ 23,154	\$ 166,966	14%
Special assessment: off-roll	-	-	516,753	0%
Lot closing	276,833	276,833	-	N/A
Interest	1,181	1,896	-	N/A
Total revenues	<u>301,168</u>	<u>301,883</u>	<u>683,719</u>	44%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	255,000	0%
Interest	213,125	213,125	426,250	50%
Total debt service	<u>213,125</u>	<u>213,125</u>	<u>681,250</u>	31%
<b>OTHER FINANCING SOURCES/(USES)</b>				
Property appraiser	-	-	1,739	0%
Tax collector	463	463	3,478	13%
Total other financing sources/(uses)	<u>463</u>	<u>463</u>	<u>5,217</u>	9%
Total expenditures	<u>213,588</u>	<u>213,588</u>	<u>686,467</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	87,580	88,295	(2,748)	
Fund balances - beginning	<u>565,289</u>	<u>564,574</u>	<u>563,464</u>	
Fund balances - ending	<u>\$ 652,869</u>	<u>\$ 652,869</u>	<u>\$ 560,716</u>	

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2021  
FOR THE PERIOD ENDED NOVEMBER 30, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 6,094	\$ 11,795
Total revenues	6,094	11,795
<b>EXPENDITURES</b>		
Total expenditures	-	-
	-	-
Excess/(deficiency) of revenues over/(under) expenditures	6,094	11,795
Fund balances - beginning	1,973,487	1,967,786
Fund balances - ending	\$ 1,979,581	\$ 1,979,581



**EAST NASSAU  
STEWARDSHIP DISTRICT**

**MINUTES A**

**DRAFT**

**MINUTES OF MEETING  
EAST NASSAU STEWARDSHIP DISTRICT**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38

A Landowners' Meeting of the East Nassau Stewardship District was held on November 8, 2022 at 10:00 a.m., at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

**Present were:**

Mike Hahaj	Proxy Holder
Ernesto Torres	District Manager
Michelle Rigoni (via telephone)	District Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 10:05 a.m. In addition to himself, Mr. Hahaj was present in person. Ms. Rigoni was attending via telephone.

**SECOND ORDER OF BUSINESS**

**Proof of Publication**

The affidavit of publication was included for informational purposes. Mr. Torres stated that he will be present at the location for the next hour but recommended continuing today's meeting to November 17, 2022, at 10:00 a.m. at this location.

Mr. Hahaj was in agreement with continuing the meeting to November 17, 2022.

**THIRD ORDER OF BUSINESS**

**Election of Chair to Conduct Landowners' Meeting**

This item was not addressed.

**FOURTH ORDER OF BUSINESS**

**Election of Supervisor [SEATS 3 & 4]**

**A. Nominations**

**B. Casting of Ballots**

**I. Determine Number of Voting Units Represented**

**II. Determine Number of Voting Units Assigned by Proxy**

**C. Ballot Tabulation and Results**

39 This item was not addressed.

40

41 **FIFTH ORDER OF BUSINESS**

**Landowners' Questions/Comments**

42

43 This item was not addressed.

44

45 **SIXTH ORDER OF BUSINESS**

**Adjournment**

46

47 Ms. Rigoni recommended posting a sign on the door indicating the date, time and  
48 location of the Continued Meeting. Mr. Torres stated he would do so

49 The meeting recessed at approximately 10:07 a.m., and was continued to November 17,  
50 2022 at 10:00 a.m., at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina  
51 Beach, Florida 32034.

52

53

54

55

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

56  
57  
58  
59  
60  
61  
62  
63

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**MINUTES B**

**DRAFT**

**MINUTES OF MEETING  
EAST NASSAU STEWARDSHIP DISTRICT**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36

A Continued Landowners’ Meeting of the East Nassau Stewardship District was held on November 17, 2022 at 10:00 a.m., at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

**Present were:**

- |                                 |                  |
|---------------------------------|------------------|
| Mike Hahaj                      | Proxy Holder     |
| Ernesto Torres                  | District Manager |
| Michelle Rigoni (via telephone) | District Counsel |
| Tommy Jinks                     |                  |
| Rob Fancher                     |                  |
| Jaime Northrup                  |                  |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 10:04 a.m. In addition to himself, Mr. Hahaj, Mr. Fancher, Mr. Jinks and Ms. Northrup were present. Ms. Rigoni was attending via telephone.

**SECOND ORDER OF BUSINESS**

**Proof of Publication**

The proof of publication was included for informational purposes.

**THIRD ORDER OF BUSINESS**

**Election of Chair to Conduct Landowners’ Meeting**

All in attendance agreed to Mr. Torres serving as Chair to conduct the Landowners’ meeting.

Mr. Torres stated that Mr. Hahaj is the designated Proxy Holder for the following Landowners:

- |                                |             |
|--------------------------------|-------------|
| Rayonier Forest Resources LP   | 941 votes   |
| Rayonier Operating Company LLC | 4 votes     |
| Raydient LLC                   | 9,064 votes |

37 Wildlight LLC 1,804 votes

38

39 **FOURTH ORDER OF BUSINESS**

**Election of Supervisor [SEATS 3 & 4]**

40

41 **A. Nominations**

42 Mr. Hahaj nominated the following:

43 Seat 3 Tommy Jinks

44 Seat 4 Jaime Northrup

45 No other nominations were made.

46 **B. Casting of Ballots**

47 **I. Determine Number of Voting Units Represented**

48 A total of 11,813 voting units were represented.

49 **II. Determine Number of Voting Units Assigned by Proxy**

50 A total of 11,813 voting units were assigned by proxy to Mr. Hahaj.

51 Mr. Hahaj cast the following votes on behalf of Wildlight LLC:

52 Seat 3 Tommy Jinks 1,625 votes

53 Seat 4 Jaime Northrup 1,625 votes

54 Mr. Hahaj cast the following votes on behalf of Raydient LLC:

55 Seat 3 Tommy Jinks 8,160 votes

56 Seat 4 Jaime Northrup 8,160 votes

57 Mr. Hahaj cast the following votes on behalf of Rayonier Operating Company LLC:

58 Seat 3 Tommy Jinks 4 votes

59 Seat 4 Jaime Northrup 4 votes

60 Mr. Hahaj cast the following votes on behalf of Rayonier Forest Resources LP:

61 Seat 3 Tommy Jinks 840 votes

62 Seat 4 Jaime Northrup 840 votes

63 **C. Ballot Tabulation and Results**

64 Mr. Torres reported the following ballot tabulation, results and term lengths:

65 Seat 3 Tommy Jinks 10,629 votes 4-year Term

66 Seat 4 Jaime Northrup 10,629 votes 4-year Term

67

68 **FIFTH ORDER OF BUSINESS**

**Landowners' Questions/Comments**

69

70 There being no Landowners' questions or comments, the next item followed.

71

72 **SIXTH ORDER OF BUSINESS**

**Adjournment**

73

74 There being no further business to discuss, the meeting adjourned at 10:16 a.m.

75

76

77

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



78  
79  
80  
81  
82  
83  
84  
85

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**MINUTES C**

**DRAFT**

**MINUTES OF MEETING  
EAST NASSAU STEWARDSHIP DISTRICT**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39

The Governing Board of the East Nassau Stewardship District held a Regular Meeting on November 17, 2022, immediately following the adjournment of the Landowners' Meeting at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

**Present were:**

Mike Hahaj	Chair
Jaime Northrup	Vice Chair
Tommy Jinks	Assistant Secretary
Roert Fancher	Assistant Secretary

**Also present were:**

Ernesto Torres	District Manager
Michelle Rigoni (via telephone)	District Counsel
Zach Brecht (via telephone)	District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Torres called the meeting to order at 10:17 a.m.

**SECOND ORDER OF BUSINESS**

**Roll Call**

Supervisors Hahaj, Northrup, Jinks and Fancher were present, in person. Supervisor Lombardo was not present.

**THIRD ORDER OF BUSINESS**

**Chairman's Opening Remarks**

Mr. Hahaj thanked everyone for attending.

**FOURTH ORDER OF BUSINESS**

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

No members of the public spoke.

40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73

**FIFTH ORDER OF BUSINESS**

**Administration of Oath of Office to Newly Elected Supervisors *(the following will be provided in a separate package)***

Mr. Torres, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Northrup and Mr. Jinks. Both Supervisors were already familiar with the following:

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Review of Special Act**
- D. Financial Disclosure Forms**
  - I. Form 1: Statement of Financial Interests**
  - II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
  - III. Form 1F: Final Statement of Financial Interests**
- E. Form 8B: Memorandum of Voting Conflict**

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners’ Meeting Held Pursuant to Chapter 2006-30, Laws of Florida, and Providing for an Effective Date**

Mr. Torres presented Resolution 2023-01 and recapped the Landowners’ Election results, as follows:

Seat 3	Tommy Jinks	10,629 votes	4-year Term
Seat 4	Jaime Northrup	10,629 votes	4-year Term

**On MOTION by Ms. Northrup and seconded by Mr. Jinks, with all in favor, Resolution 2023-01, Canvassing and Certifying the Results of the Landowners’ Meeting Held Pursuant to Chapter 2006-30, Laws of Florida, and Providing for an Effective Date, was adopted.**

74 SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-02,  
Designating Certain Officers of the District,  
and Providing for an Effective Date

75  
76  
77

78 Mr. Torres presented Resolution 2023-02. Mr. Hahaj nominated the following slate of  
79 officers:

- |    |                     |                  |
|----|---------------------|------------------|
| 80 | Chair               | Michael Hahaj    |
| 81 | Vice Chair          | Jamie Northrup   |
| 82 | Secretary           | Craig Wrathell   |
| 83 | Assistant Secretary | Tommy Jinks      |
| 84 | Assistant Secretary | Rob Francher     |
| 85 | Assistant Secretary | Michael Lombardo |
| 86 | Assistant Secretary | Ernesto Torres   |

87 No other nominations were made. Prior appointments by the Board for Treasurer and  
88 Assistant Treasurer remain unaffected by this Resolution.

89

90 **On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor,**  
91 **Resolution 2023-02, Designating Certain Officers of the District, as nominated,**  
92 **and Providing for an Effective Date, was adopted.**

93  
94

95 EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial  
Statements as of September 30, 2022

96  
97

98 Mr. Torres presented the Unaudited Financial Statements as of September 30, 2022.

99 Regarding a question about the "Principal prepayment" budget line item the previous  
100 month, Mr. Torres stated the amount shown reflects assessments for platted lots prepaid by  
101 the builders. Due to the number of prepayments, there will often be a high amount in this line  
102 item.

103

104 **On MOTION by Mr. Jinks and seconded by Ms. Northrup, with all in favor, the**  
105 **Unaudited Financial Statements as of September 30, 2022, were accepted.**

106  
107

108 **NINTH ORDER OF BUSINESS**

**Approval of October 20, 2022 Regular Meeting Minutes**

109  
110  
111  
112

Mr. Torres presented the October 20, 2022 Regular Meeting Minutes.

**On MOTION by Ms. Northrup and seconded by Mr. Hahaj, with all in favor, the October 20, 2022 Regular Meeting Minutes, as presented, were approved.**

113  
114  
115  
116

117 **TENTH ORDER OF BUSINESS**

**Staff Reports**

118  
119

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

There was no report.

120  
121

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

There was no report.

122  
123

**C. Field Operations: *CCMC***

There was no report.

124  
125

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

- **NEXT MEETING DATE: December 15, 2022 at 10:00 A.M.**

126  
127

○ **QUORUM CHECK**

The next meeting will be held on December 15, 2022, unless canceled.

128  
129

130 **ELEVENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

There were no Board members' comments or requests.

131  
132  
133

134 **TWELFTH ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

135  
136  
137

138 **THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Hahaj and seconded by Mr. Fancher, with all in favor, the meeting adjourned at 10:23 a.m.**

139  
140  
141  
142

143  
144  
145  
146  
147  
148

---

Secretary/Assistant Secretary

---

Chair/Vice Chair

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**STAFF  
REPORTS**



## EAST NASSAU STEWARDSHIP DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

#### LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2022	Regular Meeting	10:00 AM
November 8, 2022 <i>continued to November 17, 2022</i>	Landowners' Meeting	10:00 AM
November 17, 2022	Continued Landowners' Meeting	10:00 AM
November 17, 2022	Regular Meeting	10:00 AM
December 15, 2022 <b>CANCELED</b>	Regular Meeting	10:00 AM
January 19, 2023	Regular Meeting	10:00 AM
February 16, 2023	Regular Meeting	10:00 AM
March 16, 2023	Regular Meeting	10:00 AM
April 20, 2023	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