

**EAST NASSAU
STEWARDSHIP
DISTRICT**

October 20, 2022

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

October 13, 2022

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 October 20, 2022 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 Change Orders
 - A. No. 1: Burnham Construction, Inc., Wildlight-North/South Collector Road Mass Grading
 - B. No. 3: Burnham Construction, Inc., Wildlight-North/South Arterial Roadway Phase 1A
 - C. No. 4: AJ Johns, Inc., Curiosity Avenue Phase 3 and SR 200 Improvements
6. Consideration of ETM Work Authorization No. 3
7. Discussion/Consideration of Proposals for Storm Water Pond Maintenance
 - A. Florida Waterways, Inc.
 - B. Florida Lake Management, Inc.
 - C. SOLitude Lake Management, LLC
8. Acceptance of Unaudited Financial Statements as of August 31, 2022
9. Approval of August 18, 2022 Public Hearings and Regular Meeting Minutes

10. 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*

- UPCOMING MEETINGS

- November 8, 2022 at 10:00 A.M. [LANDOWNERS' MEETING: **BOARD IS NOT REQUIRED TO ATTEND**]
- November 17, 2022 at 10:00 A.M. [REGULAR MEETING]

- QUORUM CHECK

MIKE HAHAJ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
ROB FANCHER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
MICHAEL LOMBARDO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

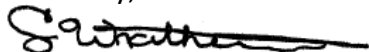
11. Board Members' Comments/Requests

12. Public Comments

13. 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**

5A

CHANGE ORDER

No. 1

DATE OF ISSUANCE: October 4, 2022

EFFECTIVE DATE: October 4, 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: Storm Pipe Revisions

Reason for Change: Revisions to plans to install 18" RCP in lieu of 14" x 23" ERCP

Attachments: (List documents supporting change) Burnham Construction, Inc. Change Order dated September 12, 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>0</u> <u>\$ 0.00</u>
Contract Price prior to this Change Order: <u>\$ 1,943,598.44</u>
Net Increase/Decrease of this Change Order: <u>\$ 10,152.37</u>
Contract Price with all approved Change Orders: <u>\$ 1,953,750.81</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>-0-</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: By: _____ ENGINEER (Authorized Signature)
 APPROVED: By: _____ OWNER (Authorized Signature)
 ACCEPTED: By: _____ 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: 9/12/2022

Project:

To:

Attn:

Item	Description	Qty.	Units	Unit Price	Total
001	18" Mitered End Section	2	Each	\$ 2,253.26	\$ 4,506.52
002	18" RCP 10-12' Deep	133	LF	\$ 42.45	\$ 5,645.85
Total \$					10,152.37

Travis L. Clements

Digitally signed by Travis L. Clements
DN: cn=US,
e=TClements@burnhamconstructioninc.com,
ou=BCI, cn=Travis L. Clements
Location: Florida
Reason: I am the author of this document
Contact info:
TClements@burnhamconstructioninc.com
Date: 2022.09.12 15:07:17-0400'

By: _____

By: _____

9/12/22

Date: _____

Date: _____

**EAST NASSAU
STEWARDSHIP DISTRICT**

5B

CHANGE ORDER

No. 3

DATE OF ISSUANCE: October 4, 2022

EFFECTIVE DATE: October 4, 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: Sanitary Sewer Revisions
Reason for Change: Revisions to Sanitary Sewer Manhole #19

Attachments: (List documents supporting change) Burnham Construction, Inc. Change Order dated September 22, 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>2</u> <u>\$ 80,234.99</u>
Contract Price prior to this Change Order: <u>\$ 3,958,510.58</u>
Net Increase/Decrease of this Change Order: <u>\$ 1,265.65</u>
Contract Price with all approved Change Orders: <u>\$ 3,959,776.23</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>-2-</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"

Proposal Change Order #2

Date: 9/22/2022

Project: North South Aerial - Mater Infrastructure

To: Rayonier

Attn: Tommy Jinks

Item	Description	Qty.	Units	Unit Price	Total
001	Type A Man Hole Added to Scope (19A - Box Only)	1	Each	\$ 5,388.28	\$ 5,388.28
002	Discarded Base Unit EOR Revision (Original Box 19)	1	LS	\$ 1,534.00	\$ 1,534.00
003	Removal of Install Cost for one Box	-1	LS	\$ 795.24	\$ (795.24)
004	12' PVC Revoval from Scope	-212	LF	\$ 43.59	\$ (9,241.08)
005	10" PVC Addition	133	LF	\$ 32.93	\$ 4,379.69
				Total	\$ 1,265.65

By: _____

Date: 9.22.22 _____

**EAST NASSAU
STEWARDSHIP DISTRICT**

5C

CHANGE ORDER

No. 4

DATE OF ISSUANCE: October 4, 2022

EFFECTIVE DATE: October 4, 2022

OWNER: East Nassau Stewardship District
 CONTRACTOR: A.J. Johns, Inc.
 Contract: Curiosity Avenue Phase 3 and SR 200 Improvements

 Project: Curiosity Avenue Phase 3 and SR 200 Improvements

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: Storm Sewer Revisions

Reason for Change: Revisions to storm sewer inlets along SR 200 to avoid existing utility

Attachments: (List documents supporting change) A.J. Johns, Inc. Change Order dated September 8, 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>\$ 2,643,562.06</u>
Net Increase/Decrease from previous Change Orders No. <u>0</u> to No. <u>3</u> <u>\$ 29,015.60</u>
Contract Price prior to this Change Order: <u>\$ 2,672,577.66</u>
Net Increase/Decrease of this Change Order: <u>\$ 151,477.33</u>
Contract Price with all approved Change Orders: <u>\$ 2,824,054.99</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>182 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>182 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>182 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: _____

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

Wildlight SR200 - Storm Changes / R&R for Water Conn / Conc. Matl Price Increase



A.J. Johns, Inc

3225 Anniston Road
Jacksonville, FL 32246

Contact: Todd Patrick
Phone: (904) 641-2055
Email: tpatrick@ajjohns.com

To: East Nassau Stewardship District
2300 Glades Road Suite 410W
Boca Raton, FL 33431
Attn: Zach Brecht, P.E.
Phone: 904-265-3223
Email: brechtz@etminc.com

Job Name: Wildlight Curiosity Ave / SR200
Date: 09-08-2022
Reference No.: 21005-COR05REV

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	SR200 Plan Changes & Price Increase				
1010	Concrete Flume Inlet	2.00	EA	22,878.38	45,756.76
1020	Mod C-Inlet	2.00		3,530.63	7,061.26
1030	Ditch Paving	40.00	SY	122.60	4,904.00
1040	MOT/Concrete Pavement Rem/Replace at Water Tie In	1.00	LS	51,012.60	51,012.60
1050	Concrete Material Price Increase	1.00	LS	42,742.71	42,742.71
1990	SR200 Plan Changes & Price Increase Subtotal				151,477.33

NOTES:

1. Storm Drain Changes due to FM conflict.
2. Sawcut & Remove/Replace Concrete for Water Tie In.
(Includes Temporary Asphalt Patch/MOT)
3. Concrete Material Price Increase

**EAST NASSAU
STEWARDSHIP DISTRICT**

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**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:

- | | |
|---|---|
| <ul style="list-style-type: none"> 1. Attending Meetings 2. Preparation of Engineering Reports and Studies 3. Preparation of Cost Estimates and Budgets 4. Technical Support for Community Development District Staff | <ul style="list-style-type: none"> 5. Development and Analysis of District Projects 6. Operation and Maintenance Inspections 7. Prepare Presentation Documents for District Meetings |
|---|---|

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: _____

Approved by: _____
East Nassau Stewardship District

Date: _____

**EAST NASSAU
STEWARDSHIP DISTRICT**

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October 3, 2022

East Nassau Stewardship District

Lake/Pond/Bioswale Maintenance Bids:

Florida Waterways, Inc. -	\$975 per month
Lake Solitude, Inc. -	\$1037 per month
Florida Lake Management, Inc. -	\$2.550 per month
Lake Doctors –	No response

**EAST NASSAU
STEWARDSHIP DISTRICT**

7A



WATERWAY MANAGEMENT SERVICE AGREEMENT

This Agreement made the date set forth below, by and between Florida Waterways, Inc., a Florida Corporation, hereinafter called "FLORIDA WATERWAYS", and

East Nassau Stewardship District
 Attn: Roger Kintz – Field Operations
 c/o: CCMC
 274 Daydream Ave
 Yulee, FL 32097

hereinafter called "CUSTOMER". The parties hereto agree as follows:

1. FLORIDA WATERWAYS agrees to manage certain lake(s), pond(s), and/or waterway(s) in accordance with the terms and conditions of this Agreement for a period of twelve (12) months from the date of receipt in the following location:

Twenty-Four (12) annual treatments and/or inspections of twelve (12) approximately 27.48±-acres of wet detention ponds as shown on Waterway Map

2. CUSTOMER agrees to pay FLORIDA WATERWAYS, its agents or assigns, each month the following sum for specified waterway management services:

Algae and Aquatic Vegetation Control (including Floating Vegetation)	\$ 975.00
Shoreline Grass Control	\$ INCLUDED
Debris Removal	\$ INCLUDED
Management Reporting	\$ INCLUDED
Tripliod Grass Carp Stocking* w/ Included Permitting Assistance	\$ 8.50/fish
Water Quality & Chemistry Monitoring *	\$ INCLUDED
Florida Waterways 100% Control Guarantee	\$ INCLUDED
(Free Callback Service & Additional Treatments, if required)	
Total Recurring Service Charges	\$ 975.00

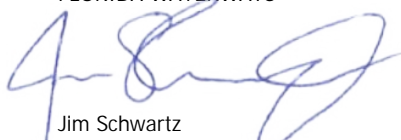
*Services performed at FLORIDA WATERWAYS' sole discretion for the success of the Waterway Management Services Agreement.

3. FLORIDA WATERWAYS agrees to commence Waterway Management Services within fifteen (15) business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or issuance of required government permits.

4. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that they have read and are familiar with the contents thereof. Agreement must be accepted in its entirety to be considered valid.

By:
 FLORIDA WATERWAYS

CUSTOMER



Jim Schwartz
 Email: Jim@FloridaPond.com

Printed: _____

Proposal Date: September 14, 2022

Dated: _____

The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to FLORIDA WATERWAYS within ninety (90) days from the effective Proposal Date.

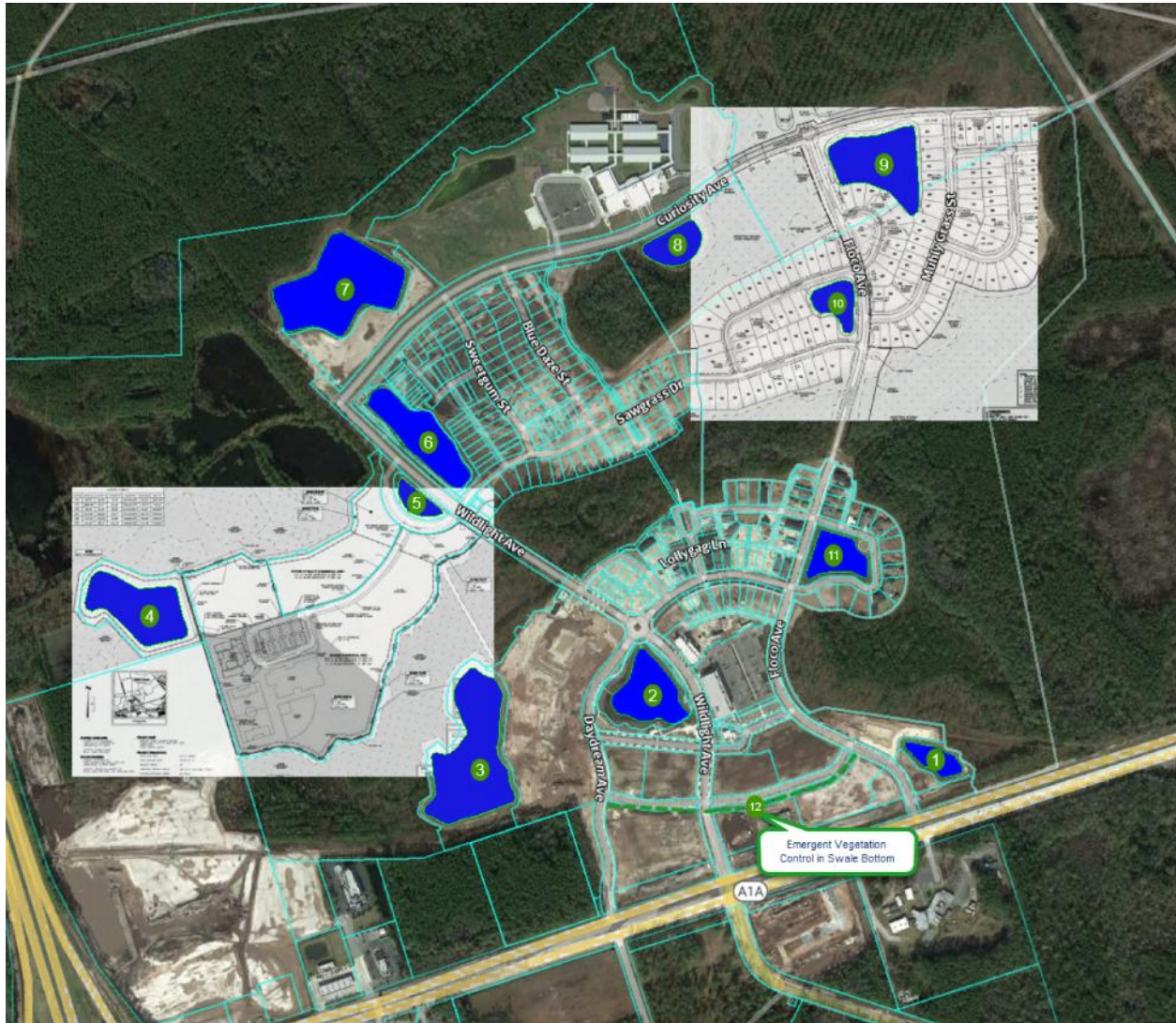
TERMS & CONDITIONS

- 1) The Algae and Aquatic Vegetation Control and Shoreline Grass Control Programs will be conducted in a manner consistent with Best Management Practices (BMPs) intended to prevent the stormwater management facility (SWMF) and associated control structures from becoming clogged or choked with vegetative or aquatic growth to such an extent as to render them inoperable. Control of vegetative and aquatic growth may take 30-90 days depending upon species, materials used and environmental factors.
- 2) FLORIDA WATERWAYS, in its sole discretion, will implement an Integrated Pest Management (IPM) Plan for CUSTOMERS site which may utilize chemical, mechanical-physical, biological and/or cultural procedures (as applicable) for controlling aquatic plants, including:
 - a. Class I Prohibited Aquatic Plants listed by the Florida Department of Agriculture and Consumer Services as cited Rule 5B-64.011, F.A.C.
 - b. Category I & II Invasive Plant Species listed by Florida Exotic Pest Plan Council (FLEPPC)

These listed plants have a tendency to spread or become invasive in an ecosystem, sometimes in a rapid manner, so as to impair the ecosystem's ability to function by altering its productivity, decomposition, water fluxes, nutrient cycling and loss, soil fertility, erosion, dissolved oxygen concentrations, or its ability to maintain its existing species diversity. These plants also have the ability to create dense, monospecific stands or monotypic stands which displace or destroy native plant habitat, destroy fish and wildlife habitats, inhibit water circulation, hinder navigation and irrigation, or severely restrict the recreational use of waterways.
- 3) Triploid grass carp stocking, if included, will be performed at stocking rates determined by FLORIDA WATERWAYS, within Florida Fish and Wildlife Conservation Commission permit guidelines. If deemed necessary, carp containment barriers will be coordinated with CUSTOMER at a rate of \$35.00/SF. FLORIDA WATERWAYS designs and fabricates the industry's best custom carp containment barriers out of welded aluminum construction. Barriers built by FLORIDA WATERWAYS are guaranteed to meet FWC's specifications.
- 4) CUSTOMER agrees to provide adequate access to the SWMF, including boat access. Failure to provide boat access may require re-negotiation or termination of this Agreement. If, at time of treatment, access to the site has been restricted and FLORIDA WATERWAYS is unable to provide services, FLORIDA WATERWAYS reserves the right to impose a fuel surcharge as may be necessary.
- 5) CUSTOMER agrees that the system will be kept free of debris, trash, garbage, oils and greases, and other refuse. Included debris removal by FLORIDA WATERWAYS is limited to small, incidental litter that may accumulate within the SWMF. Removal of large debris resulting from intentional or unintentional dumping, vandalism, or weather events may result in additional service charges. Agreements that include debris removal shall consist of: Removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 6) Under the Shoreline Grass Control Program, FLORIDA WATERWAYS will treat border vegetation to the SWMF's Normal Water Level (NWL) including, but not limited to torpedogras, cattails and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species leave visible structure which may take several seasons to decompose. CUSTOMER is responsible for removing such structure if desired. CUSTOMER understands that during periods of prolonged drought, or due to a change in hydrological conditions, the SWMF's water level may fall below the NWL elevation. Treatment of border vegetation below the NWL will be coordinated between CUSTOMER and FLORIDA WATERWAYS and may result in a service surcharge.
- 7) CUSTOMER understands, that, for convenience, the annual service charge has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service.
- 8) FLORIDA WATERWAYS, in implementing the IPM, will use methods that protect or restore fish and wildlife habitat. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system. When deemed necessary, FLORIDA WATERWAYS may plant and/or nurture certain variety of plants, which for various reasons, help to maintain ecological balance.
- 9) FLORIDA WATERWAYS shall maintain the following insurance coverage: a) Automobile Liability; b) Comprehensive General Liability; c) comply with Florida's Workers Compensation Law (FSS Chapter 420) statutory limits.
- 10) FLORIDA WATERWAYS agrees to hold CUSTOMER harmless from any loss, damage, or claims arising out of the sole negligence of FLORIDA WATERWAYS; however, FLORIDA WATERWAYS, shall in no event be liable to CUSTOMER, or others, for indirect special or consequential damages resulting from any cause whatsoever.
- 11) This Agreement may be terminated without cause by either party upon a 30 days' written notice to the other party.
- 12) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, FLORIDA WATERWAYS may adjust the monthly recurring service charge amount after the original term. FLORIDA WATERWAYS will submit written notification to CUSTOMER thirty (30) days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, FLORIDA WATERWAYS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure outlined in #11 above.
- 13) Should CUSTOMER become sixty (60) days delinquent, FLORIDA WATERWAYS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly service charge even if the account is placed on hold. FLORIDA WATERWAYS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement. Monthly interest will accrue on delinquent accounts at a rate of 1.5% per month. Service may be reinstated once the entire past due balance has been received in full, including interest. Should it become necessary for FLORIDA WATERWAYS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to reasonable attorney's fees (including those on appeal) and court costs, and all other expenses incurred by FLORIDA WATERWAYS resulting from such collection action.

WATERWAY MAP

Wildlight



**EAST NASSAU
STEWARDSHIP DISTRICT**

7B

FLORIDA LAKE MANAGEMENT, INC.

731 Duval Station Rd., Suite 107-302

Jacksonville, Fl. 32218

904-662-4107

Floridalake09@gmail.com

Proposal SUBMITTED TO:

Date: 09/19/2022

Name: Wildlight

Street: St Rd 200

City: Yulee

State: Fl

Zip: 32097

We hereby submit specifications and estimates for: 12 ponds @ Wildlight

1. Florida Lake Management will conduct aquatic weed and algae control of 12 ponds
2. Florida Lake Management will furnish all labor, equipment, and material to control submersed, emergent, and floating aquatic vegetation and perform water chemistry testing
3. Florida Lake Management will be on the sight every month to apply aquatic herbicides to as needed, using state approved herbicides and certified applicators. We also offer a free call back for algae and vegetation blooms. I can leave a service card at designated address each visit or email
4. Florida Lake Management is insured and can provide proof of insurance will be provided upon request.
5. Each pond will be visited at least once a month and we will offer free call backs for algae and vegetation blooms

WE hereby propose to complete in the accordance with the above specification for the sum of: \$2,550.00 a month

All material is guaranteed as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge.

Authorized Signature: Evin Logiudice

ACCEPTANCE OF Contract The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Date:

**EAST NASSAU
STEWARDSHIP DISTRICT**

7C

SERVICES CONTRACT

CUSTOMER NAME: East Nassau Stewardship District

SUBMITTED TO: Amy Norsworthy

CONTRACT EFFECTIVE DATE: September 1, 2022, through August 31, 2023

SUBMITTED BY: Camila Morao

SERVICES: Annual Maintenance Service Renewal for Ponds 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12 and Site 7 (Bioswale)

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The Annual Contract Price is **\$12,444.00**. SOLitude shall invoice Customer **\$1,037.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to

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by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

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10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some

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fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

East Nassau Stewardship District

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

***1320 Brookwood Drive Suite H
Little Rock AR 72202***

Please Mail All Contracts to:

***2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453***

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SCHEDULE A - SERVICES

Monitoring:

1. A SOLitude Aquatic Specialist will visit the site and inspect the lake(s) on a **one (1) time per month** basis during the contract period.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customers will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the

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physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis during the contract period.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one (1) time per month** basis during the contract period.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis during the contract period.
2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

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Trash Removal:

1. Trash and light debris will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.

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2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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**EAST NASSAU
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**EAST NASSAU STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2022**

**EAST NASSAU STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2022**

	General Fund	Special Revenue Fund	Debt Service Fund 2018	Debt Service Fund 2021	Capital Projects Fund 2018	Capital Projects Fund 2021	Total Governmental Funds
ASSETS							
Cash	\$ 684,076	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 684,076
SunTrust debit	746	-	-	-	-	-	746
Investments							
Revenue	-	-	142,059	10,334	-	-	152,393
Reserve	-	-	170,691	339,250	-	-	509,941
Prepayment	-	-	108,774	-	-	-	108,774
Construction	-	-	-	-	-	1,307,401	1,307,401
Construction reserve: Wildlight Ave**	-	-	-	-	-	2,259,216	2,259,216
Due from FPL 2022	-	2,964	-	-	-	-	2,964
Due from Landowner	455	-	-	-	-	-	455
Due from general fund	-	594,184	4	-	-	-	594,188
Security deposit	-	3,000	-	-	-	-	3,000
Utility deposits	-	50	-	-	-	-	50
Total assets	<u>\$ 685,277</u>	<u>\$ 600,198</u>	<u>\$ 421,528</u>	<u>\$ 349,584</u>	<u>\$ -</u>	<u>\$ 3,566,617</u>	<u>\$ 5,623,204</u>
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	\$ 455	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 455
Retainage payable	-	-	-	-	-	556,338	556,338
Due to special revenue fund	594,184	-	-	-	-	-	594,184
Due to debt service fund	4	-	-	-	-	-	4
Due to other	258	-	-	-	-	-	258
Landowner advance	6,500	-	-	-	-	-	6,500
Total liabilities	<u>601,401</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>556,338</u>	<u>1,157,739</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	455	2,964	-	-	-	-	3,419
Total deferred inflows of resources	<u>455</u>	<u>2,964</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,419</u>
Fund balances:							
Restricted for:							
Debt service	-	-	421,528	349,584	-	-	771,112
Capital projects	-	-	-	-	-	3,010,279	3,010,279
Unassigned	83,421	597,234	-	-	-	-	680,655
Total fund balances	<u>83,421</u>	<u>597,234</u>	<u>421,528</u>	<u>349,584</u>	<u>-</u>	<u>3,010,279</u>	<u>4,462,046</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 685,277</u>	<u>\$ 600,198</u>	<u>\$ 421,528</u>	<u>\$ 349,584</u>	<u>\$ -</u>	<u>\$ 3,566,617</u>	<u>\$ 5,623,204</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 AUGUST 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 4,430	\$ 4,391	101%
Assessment levy: off-roll	-	134,305	134,796	100%
Landowner contribution	-	7,259	40,000	18%
Lot closing	-	1,466	-	N/A
Total revenues	<u>-</u>	<u>147,460</u>	<u>179,187</u>	82%
EXPENDITURES				
Professional & administrative				
District engineer	624	9,104	12,000	76%
General counsel	-	42,323	50,000	85%
Legal: litigation	-	5,015	40,000	13%
District manager	4,000	44,000	48,000	92%
Audit	-	3,250	5,500	59%
Postage	-	347	500	69%
Printing and binding	84	916	1,000	92%
Insurance - GL, POL	-	11,930	14,000	85%
Legal advertising	-	3,250	6,000	54%
Miscellaneous- bank charges	-	400	500	80%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Property taxes	-	895	-	N/A
Total professional & administrative	<u>4,708</u>	<u>121,815</u>	<u>179,090</u>	68%
Other fees & charges				
Property appraiser and tax collector	-	123	137	90%
Total other fees & charges	<u>-</u>	<u>123</u>	<u>137</u>	90%
Total expenditures	<u>4,708</u>	<u>121,938</u>	<u>179,227</u>	68%
Excess/(deficiency) of revenues over/(under) expenditures	(4,708)	25,522	(40)	
Fund balances - beginning	88,129	57,899	48,891	
Fund balances - ending	<u>\$ 83,421</u>	<u>\$ 83,421</u>	<u>\$ 48,851</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND
FOR THE PERIOD ENDED AUGUST 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 249,998	\$ 248,560	101%
Assessment levy: off-roll	-	152,472	189,527	80%
Lot closing	-	37,055	-	N/A
Vehicle charging revenue	-	9,530	-	N/A
Total revenues	<u>-</u>	<u>449,055</u>	<u>438,087</u>	103%
EXPENDITURES				
Field operations				
Field operations	4,878	27,408	42,199	65%
Administration and accounting	375	4,125	4,500	92%
Office buildout	42,089	42,089	50,000	84%
Office lease	1,256	4,191	3,750	112%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	8,687	112,421	181,817	62%
Lake maintenance	813	8,679	16,732	52%
Pest control	-	-	1,000	0%
Street cleaning	-	-	12,000	0%
Street light lease	2,171	23,155	69,030	34%
Repairs & maintenance	-	1,263	13,676	9%
Electricity	56	327	1,512	22%
Vehicle charging station	149	8,562	-	N/A
Irrigation (potable)	588	6,398	36,724	17%
Landscape replacement	-	-	18,182	0%
Parts & supplies	-	-	3,000	0%
Contingency	-	-	250	0%
Insurance	-	-	5,000	0%
Debt service fund accounting: series 2018	625	6,875	7,500	92%
Debt service fund accounting: series 2021	625	6,875	7,500	92%
Arbitrage rebate calculation	-	-	1,000	0%
Dissemination agent	163	1,833	2,000	92%
Trustee (series 2018 bonds)	-	3,709	4,000	93%
Trustee (series 2021 bonds)	-	-	4,000	0%
Total expenditures	<u>62,475</u>	<u>257,910</u>	<u>495,372</u>	52%
Other fees & charges				
Property appraiser and tax collector	-	6,963	7,767	90%
Total other fees & charges	<u>-</u>	<u>6,963</u>	<u>7,767</u>	90%
Total expenditures	<u>62,475</u>	<u>264,873</u>	<u>503,139</u>	53%
Excess/(deficiency) of revenues over/(under) expenditures	(62,475)	184,182	(65,052)	
Fund balances - beginning	<u>659,709</u>	<u>413,052</u>	<u>283,275</u>	
Fund balances - ending	<u>\$ 597,234</u>	<u>\$ 597,234</u>	<u>\$ 218,223</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED AUGUST 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll - net	\$ -	\$ 344,225	\$ 342,274	101%
Special assessment: off-roll	-	208	17,694	1%
Assessment prepayments	20,969	326,665	-	N/A
Lot closing	-	17,486	-	N/A
Interest	400	700	-	N/A
Total revenues	<u>21,369</u>	<u>689,284</u>	<u>359,968</u>	191%
EXPENDITURES				
Debt service				
Principal	-	85,000	90,000	94%
Principal prepayment	65,000	275,000	45,000	611%
Interest	826	264,114	264,438	100%
Total debt service	<u>65,826</u>	<u>624,114</u>	<u>399,438</u>	156%
Other fees & charges				
Property appraiser	-	2,707	3,565	76%
Tax collector	-	6,880	7,131	96%
Total other fees and charges	<u>-</u>	<u>9,587</u>	<u>10,696</u>	90%
Total expenditures	<u>65,826</u>	<u>633,701</u>	<u>410,134</u>	155%
Excess/(deficiency) of revenues over/(under) expenditures	(44,457)	55,583	(50,166)	
OTHER FINANCING SOURCES/(USES)				
Transfers in	-	2	-	N/A
Total other financing sources	<u>-</u>	<u>2</u>	<u>-</u>	N/A
Net change in fund balances	(44,457)	55,585	(50,166)	
Fund balances - beginning	465,985	365,943	362,034	
Fund balances - ending	<u>\$421,528</u>	<u>\$ 421,528</u>	<u>\$ 311,868</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED AUGUST 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: off-roll	-	464,014	\$ 678,502	68%
Interest	328	622	-	N/A
Total revenues	<u>328</u>	<u>464,636</u>	<u>678,502</u>	68%
EXPENDITURES				
Debt service				
Principal	-	245,000	245,000	100%
Interest	-	433,330	433,330	100%
Cost of issuance	-	12,164	-	N/A
Total debt service	<u>-</u>	<u>690,494</u>	<u>678,330</u>	102%
Excess/(deficiency) of revenues over/(under) expenditures	328	(225,858)	172	
Fund balances - beginning	349,256	575,442	556,515	
Fund balances - ending	<u>\$ 349,584</u>	<u>\$ 349,584</u>	<u>\$ 556,687</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED AUGUST 31, 2022**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES	 <u>-</u>	 <u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 OTHER FINANCING SOURCES/(USES)		
Transfers out	<u>-</u>	<u>(2)</u>
Total other financing sources/(uses)	<u>-</u>	<u>(2)</u>
 Net change in fund balances	 -	 (2)
Fund balances - beginning	<u>-</u>	<u>2</u>
Fund balances - ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED AUGUST 31, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 4,964	\$ 10,104
Total revenues	4,964	10,104
EXPENDITURES		
Construction costs	1,013,407	7,221,740
Total expenditures	1,013,407	7,221,740
Excess/(deficiency) of revenues over/(under) expenditures	(1,008,443)	(7,211,636)
Fund balances - beginning	4,018,722	10,221,915
Fund balances - ending	\$ 3,010,279	\$ 3,010,279

**EAST NASSAU
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
EAST NASSAU STEWARDSHIP DISTRICT**

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The Governing Board of the East Nassau Stewardship District held Public Hearings and a Regular Meeting on August 18, 2022 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

Present were:

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

Also present were:

Craig Wrathell	District Manager
Ernesto Torres	Wrathell, Hunt and Associates, LLC (WHA)
Katie Buchanan	District Counsel
Zach Brecht	District Engineer
Amy Norsworthy	Field Operations Manager

FIRST ORDER OF BUSINESS

Call to Order

Mr. Wrathell called the meeting to order at 10:00 a.m. Mr. Tommy Jinks was previously appointed to Seat 3 and the Oath of Office was administered to him prior to the meeting.

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 and welcomed Mr. Jinks to the Board.

38 **FOURTH ORDER OF BUSINESS** **Public Comments** *(limited to 3 minutes per*
39 *person)*

40
41 There were no public comments.

42
43 **FIFTH ORDER OF BUSINESS** **Administration of Oath of Office to Newly**
44 **Appointed Supervisor, Tommy Jinks [Seat**
45 **3]** *(the following to be provided in separate*
46 *package)*

47
48 This item was addressed during the First Order of Business.

49 Mr. Wrathell provided and briefly explained the following items:

- 50 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 51 **B. Membership, Obligations and Responsibilities**
- 52 **C. Financial Disclosure Forms**
 - 53 **I. Form 1: Statement of Financial Interest**
 - 54 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 55 **III. Form 1F: Final Statement of Financial Interests**
- 56 **D. Form 8B: Memorandum of Voting Conflict**

57
58 **SIXTH ORDER OF BUSINESS** **Public Hearing on Adoption of Uniform**
59 **Method (Remaining District Land)**

60
61 **A. Proof/Affidavit of Publication**

62 The affidavit of publication was included for informational purposes.

63 **B. Consideration of Resolution 2022-16, Expressing its Intent to Utilize the Uniform**
64 **Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which**
65 **May be Levied by the East Nassau Stewardship District in Accordance With Section**
66 **197.3632, Florida Statutes, for the Remainder of Land Within the District; Providing a**
67 **Severability Clause; and Providing an Effective Date (Remaining District Land)**

68 Mr. Wrathell stated Assessment Hearings were previously held for Wildlight Village
69 Phases 1 and 2. This Resolution allows assessments to be levied on the remaining District land
70 within the District.

71

On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, the Public Hearing was opened.

74

75

76

No members of the public spoke.

77

On MOTION by Mr. Hahaj and seconded by Mr. Fancher, with all in favor, the Public Hearing was closed.

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Mr. Hahaj observed that this Resolution does not directly impact the budget to be presented; rather, it streamlines future processes for revenue collection. Mr. Wrathell concurred with Mr. Hahaj’s statement.

83

84

85

Mr. Wrathell presented Resolution 2022-16 and read the title.

86

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, Resolution 2022-16, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May be Levied by the East Nassau Stewardship District in Accordance With Section 197.3632, Florida Statutes, for the Remainder of Land Within the District; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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SEVENTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2022/2023 Budget

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96

97

A. Proof/Affidavit of Publication

The affidavit of publication was included for informational purposes.

99

B. Consideration of Resolution 2022-17, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date

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Mr. Wrathell reviewed the proposed Fiscal Year 2023 budget, highlighting line item increases, decreases and adjustments, compared to the Fiscal Year 2022 budget, and explained

104

105

106 the reasons for any adjustments. This will continue to be a Landowner-funded budget, with
107 expenses funded as they are incurred. The "Trustee (series 2018 bonds)" line item on Page 1
108 will be deleted from the General Fund Budget as it was moved to the Special Revenue Fund.
109 Textual descriptions will be updated accordingly.

110 Mr. Wrathell reviewed the projected Fiscal Year 2023 assessments on Pages 16 through
111 19. As off-roll assessments are not subject to Property Appraiser and Tax Collector fees, the
112 totals shown for those units are lower than their on-roll assessment counterparts.

113 Mr. Hahaj discussed conservative budgeting strategies, use of fund balance to reduce
114 Operation & Maintenance (O&M) assessments and the need to monitor the Special Revenue
115 Fund, with an eye toward continuing to build reserves.

116 Mr. Wrathell noted that assessments increased slightly compared to the previous year
117 and a healthy fund balance was built up during that time.

118

119 **On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, the**
120 **Public Hearing was opened.**

121

122

123 No members of the public spoke.

124

125 **On MOTION by Mr. Hahaj and seconded by Mr. Fancher, with all in favor, the**
126 **Public Hearing was closed.**

127

128

129 Mr. Wrathell presented Resolution 2022-17.

130

131 **On MOTION by Mr. Fancher and seconded by Mr. Jinks, with all in favor,**
132 **Resolution 2022-17, Relating to the Annual Appropriations and Adopting the**
133 **Budget for the Fiscal Year Beginning October 1, 2022, and Ending September**
134 **30, 2023, as amended; Authorizing Budget Amendments; and Providing an**
135 **Effective Date, was adopted.**

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138 **EIGHTH ORDER OF BUSINESS**

139

**Public Hearing to Hear Comments and
Objections on the Imposition of Operations**

and Maintenance Special Assessments to Fund the Budget for Fiscal Year 2022/2023, Pursuant to Florida Law

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A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owner(s)

These items were included for informational purposes.

C. Consideration of Resolution 2022-18, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments; Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, the Public Hearing was opened.

No members of the public spoke.

On MOTION by Ms. Northrup and seconded by Mr. Fancher, with all in favor, the Public Hearing was closed.

Mr. Wrathell presented Resolution 2022-18 and read the title.

On MOTION by Mr. Fancher and seconded by Mr. Jinks, with all in favor, Resolution 2022-18, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments; Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2022/2023
Litigation Funding Agreement**

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Mr. Wrathell presented the Fiscal Year 2022/2023 Litigation Funding Agreement.

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On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, the Fiscal Year 2022/2023 Litigation Funding Agreement, in substantial form, was approved.

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TENTH ORDER OF BUSINESS

Consideration of Resolution 2022-19, Adopting the Stewardship District Manual for Land Management of Conservation Lands; Providing for Severability and an Effective Date

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Mr. Hahaj presented the Habitat Management Plan, which will provide a framework for land management and conservation within the District. He believed the legal review was completed and requested for a clean version to be saved as the final document.

193

Mr. Wrathell presented Resolution 2022-19.

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On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, Resolution 2022-19, Adopting the Stewardship District Manual for Land Management of Conservation Lands; Providing for Severability and an Effective Date, in substantial form, was adopted.

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ELEVENTH ORDER OF BUSINESS

Consideration of Acquisition of Lift Station Tract and Conveyance of Same with Lift Station Improvements to JEA

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202
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204

A. Wildlight PDP 3 / Pod 4 North Lift Station

206

B. Wildlight PDP 3 / Pod 5 Lift Station

207
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Ms. Buchanan presented the property acquisition documents pertaining to turnover of the Lift Station Tracts and Conveyances with Lift Station Improvements.

209

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211

On MOTION by Mr. Jinks and seconded by Mr. Fancher, with all in favor, acquisition of the Lift Station Tracts and conveyance of the same with Lift

212 Station Improvements and related documents, in substantial form, and
213 authorizing the Chair to make changes to forms as necessary, was approved.

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216 **TWELFTH ORDER OF BUSINESS**

Consideration of Letter to Nassau County
217 Sheriff's Office Requesting Traffic
218 Enforcement *(to be provided under*
219 *separate cover)*

220
221

This item was deferred.

222

223 **THIRTEENTH ORDER OF BUSINESS**

Ratification Items

224

225 Mr. Wrathell presented the following:

226

- 226 **A. England-Thims & Miller, Inc., Work Authorization No. 2 (Continuing Services for**
227 **Completion of 20-Year Stormwater Management Needs Analysis)**

228

- 228 **B. Stormwater Needs Analysis**

229

- 229 **C. Lease Agreement with SS Nassau, LLC, for Office**

230

- 230 **D. SOLitude Lake Management, LLC, Second Amendment for Aquatic Maintenance**
231 **Services (Addendum Contract for Adding Ponds 10 & 12)**

232

- 232 **E. Acquisition of Wildlight Phase 1c-2 Roadways, Ponds and Recreational Tracts with**
233 **Related Improvements and Sidewalk Improvements**

234

235 On MOTION by Mr. Jinks and seconded by Mr. Fancher, with all in favor, Items
236 13A, 13B, 13C, 13D and 13E, were ratified.

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238

239 **FOURTEENTH ORDER OF BUSINESS**

Consideration of Change Orders

240

241 Mr. Brecht presented the following:

242

- 242 **A. A J Johns, Inc., Change Order No. 2 [Wildlight Avenue Extension Improvements]**

243

- 243 **B. Burnham Construction, Inc., No. 1 [Wildlight – North/South Collector Road Mass**
244 **Grading]**

245

- 245 **C. Burnham Construction, Inc., No. 2 [Wildlight – North/South Arterial Roadway Phase**
246 **1A]**

247 Discussion ensued regarding the Change Orders, the Landowner Funding and
248 Completion Agreement, the approval processes and the Landowner review processes in
249 advance of meetings. It was decided that Mr. Brecht should coordinate prior review of Change
250 Orders with Mr. Jinks before submitting them for inclusion in the agenda.

251 The consensus was to take no action regarding Item 14B, at this time, as it is not a
252 Change Order; rather, it is a separate contract with the Developer that the District may acquire.

253

**On MOTION by Mr. Hahaj and seconded by Mr. Fancher, with all in favor, A J
254 Johns, Inc., Change Order No. 2, for Wildlight Avenue Extension Improvements,
255 was approved.
256**

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258

259 The consensus was for Item 14C to be renumbered as Change Order No. 1.

260

**On MOTION by Mr. Fancher and seconded by Mr. Hahaj, with all in favor,
261 Burnham Construction, Inc., Change Order No. 1, for Wildlight – North/South
262 Arterial Roadway Phase 1A, was approved.
263**

264

265

FIFTEENTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
266 Statements as of June 30, 2022**

267

268

269 Mr. Wrathell presented the Unaudited Financial Statements as of June 30, 2022.

270 Mr. Hahaj asked if the \$5.2 million in the Capital Projects Fund Series 2021 would be
271 bifurcated and earmarked for the one construction contract. Mr. Wrathell replied affirmatively.

272

**On MOTION by Mr. Jinks and seconded by Mr. Hahaj, with all in favor, the
273 Unaudited Financial Statements as of June 30, 2022, subject to a format
274 change, were accepted.
275**

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SIXTEENTH ORDER OF BUSINESS

**Approval of June 16, 2022 Regular Meeting
278 Minutes**

279

280

281 Mr. Wrathell presented the June 16, 2022 Regular Meeting Minutes.

282

On MOTION by Mr. Hahaj and seconded by Mr. Fancher, with all in favor, the June 16, 2022 Regular Meeting Minutes, as presented, were approved.

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SEVENTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Kutak Rock, LLP*

Ms. Buchanan relayed Mr. Johnson’s message that there is no significant update on the litigation; appellate briefs were filed but there is no further action at this time. Mr. Johnson should be contacted with any questions.

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

Mr. Brecht stated the project management portal would allow access to District data.

C. Field Operations: *CCMC*

Ms. Norsworthy stated speed humps were installed on Sawgrass. Grass settling was reported. Mr. Brecht stated a field representative will inspect the area.

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

- I. **406 Registered Voters in District as of April 15, 2022**
- II. **NEXT MEETING DATE: September 15, 2022 at 10:00 A.M.**
 - **QUORUM CHECK**

The next meeting will be held on September 15, 2022, unless cancelled.

EIGHTEENTH ORDER OF BUSINESS

Board Members’ Comments/Requests

There were no Board members’ comments or requests.

NINETEENTH ORDER OF BUSINESS

Public Comments

There were no public comments.

TWENTIETH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Fancher and seconded by Mr. Jinks, with all in favor, the meeting adjourned at 11:10 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**EAST NASSAU
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**

EAST NASSAU STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2022	Regular Meeting	10:00 AM
November 8, 2022	Landowners' Meeting	10:00 AM
November 17, 2022	Regular Meeting	10:00 AM
December 15, 2022	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