

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**REGULAR MEETING  
AGENDA**

**June 11, 2018**

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

June 4, 2018

<p style="text-align:center"><b><u>ATTENDEES:</u></b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>
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Board of Supervisors  
East Nassau Stewardship District

Dear Board Members:

The Board of Supervisors of the East Nassau Stewardship District will hold a regular meeting on Monday, June 11, 2018, at 1:00 p.m., in the Nassau Room (T0126), Building 30, at Florida State College, Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097. The agenda is as follows:

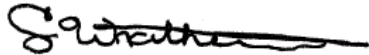
1. Call to Order
2. Roll Call
3. Chairman's Opening Remarks
4. Public Comments (*limited to 3 minutes per person*)
5. Consideration of Resolution 2018-11, Approving a Proposed Budget for Fiscal Year 2018/2019; Declaring Special Assessments to Fund the Proposed Budget Pursuant to Chapter 2017-206, Laws of Florida, and Chapters 170, 189 and 197, Florida Statutes; Setting Public Hearings; Addressing Publication; Addressing Severability; and Providing an Effective Date
6. Discussion/Consideration: Interlocal Agreement for Landscape Maintenance of Certain County Road Rights-of-Way
7. Approval of Unaudited Financial Statements as of April 30, 2018
8. Staff Reports
  - A. District Counsel: *Hopping Green & Sam, P.A.*
  - B. District Engineer: *England-Thims & Miller, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - i. 8 Registered Voters in District as of April 15, 2018

- ii. **NEXT MEETING DATE:** June 21, 2018 at 10:00 A.M. (*Nassau Room, Building 30*)

9. Board Members' Comments/Requests
10. Public Comments
11. Adjournment

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

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**Call-in number: 1-888-354-0094**  
**Conference ID: 2144145**

**EAST NASSAU STEWARDSHIP  
DISTRICT**

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## RESOLUTION 2018-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2018/2019; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTER 2017-206, LAWS OF FLORIDA, AND CHAPTERS 170, 189 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the East Nassau Stewardship District (“**District**”) prior to June 15, 2018, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2018 and ending September 30, 2019 (“**Fiscal Year 2018/2019**”); and

**WHEREAS**, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget by levy of special assessments pursuant to Chapter 2017-206, Laws of Florida, and Chapters 170, 189 and 197, Florida Statutes (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

**WHEREAS**, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

**WHEREAS**, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

**1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2018/2019 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**2. DECLARING ASSESSMENTS.** Pursuant to Chapter 2017-206, Laws of Florida, and Chapters 170, 189 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the “**District’s Office**,” 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for

public inspection at the District's Office. The Assessments shall be paid in one or more installments pursuant to a bill issued by the District in November of 2018, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

**3. SETTING PUBLIC HEARINGS.** Pursuant to Chapter 2017-206, Laws of Florida, and Chapters 170, 189, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2018  
HOUR: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Nassau County, Florida at least sixty (60) days prior to the hearing set above.

**5. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least forty-five (45) days.

**6. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Nassau County, Florida. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

**7. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of June, 2018.

Attest:

**EAST NASSAU STEWARDSHIP DISTRICT**

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

\_\_\_\_\_  
Chair, Board of Supervisors

**EAST NASSAU  
STEWARDSHIP DISTRICT  
FISCAL YEAR 2019  
PROPOSED BUDGET  
PREPARED JUNE 4, 2018**

**EAST NASSAU  
STEWARDSHIP DISTRICT  
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**EAST NASSAU  
STEWARDSHIP DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2019**

	Fiscal Year 2018				Proposed FY 2019 Budget
	Adopted FY 2018 Budget	Actual through 2/28/2018	Projected through 9/30/2018	Total Actual and Projected	
<b>REVENUES</b>					
Landowner contributions	\$ 151,625	\$ 63,475	\$101,302	\$ 164,777	\$ 164,125
Total revenues	<u>151,625</u>	<u>63,475</u>	<u>101,302</u>	<u>164,777</u>	<u>164,125</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administration</b>					
District engineer	7,500	3,838	3,662	7,500	20,000
General counsel	50,000	15,685	34,315	50,000	50,000
District manager	48,000	20,000	28,000	48,000	48,000
Debt service fund accounting: master bonds <sup>1</sup>	7,500	-	7,500	7,500	7,500
Arbitrage rebate calculation <sup>2</sup>	750	-	750	750	750
Audit <sup>2</sup>	6,500	-	6,500	6,500	6,500
Postage	1,000	257	743	1,000	1,000
Printing and binding	1,000	417	583	1,000	1,000
Insurance - GL, POL	12,000	10,710	1,290	12,000	12,000
Legal advertising	6,000	5,881	119	6,000	6,000
Miscellaneous- bank charges	950	319	631	950	950
Website	750	-	750	750	750
Dissemination agent <sup>1</sup>	1,000	-	1,000	1,000	1,000
Annual district filing fee	175	175	-	175	175
Trustee (related to master bonds) <sup>2</sup>	8,500	-	8,500	8,500	8,500
Total expenditures	<u>151,625</u>	<u>57,282</u>	<u>94,343</u>	<u>151,625</u>	<u>164,125</u>
Net increase/(decrease) of fund balance	-	6,193	6,959	13,152	-
Fund balance - beginning (unaudited)	-	(13,152)	(6,959)	(13,152)	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (6,959)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

<sup>1</sup>These items will be realized when bonds are issued (expense per master bond issue).

<sup>2</sup>These items will be realized the year after the issuance of bonds.

**EAST NASSAU  
STEWARDSHIP DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administration**

District engineer	20,000
The District engineer will provide engineering, consulting and construction services to the District while crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
General counsel	50,000
Hopping Green & Sams will provide legal representation for issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
District manager	48,000
<b>Wrathell, Hunt and Associates, LLC</b> specializes in managing special districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develops financing programs, administers the issuance of tax exempt bond financings and operates and maintains the assets of the District.	
Debt service fund accounting: master bonds <sup>1</sup>	7,500
Arbitrage rebate calculation <sup>2</sup>	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Audit <sup>2</sup>	6,500
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Postage	1,000
Mailing agenda packages, overnight deliveries, correspondence, etc.	
Printing and binding	1,000
Insurance - GL, POL	12,000
The District carries general liability and public officials liability insurance. The limit of liability is set at \$5,000,000 for general liability and \$5,000,000 for public officials liability.	
Legal advertising	6,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Miscellaneous- bank charges	950
Bank charges and other miscellaneous expenses incurred during the year.	
Website	750
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Dissemination agent <sup>1</sup>	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934.	
Trustee (related to master bonds) <sup>2</sup>	8,500
Annual fees paid for services provided as trustee, paying agent and registrar.	
Total expenditures	<b>\$ 164,125</b>

<sup>1</sup>These items will be realized when bonds are issued (expense per master bond issue).

<sup>2</sup>These items will be realized the year after the issuance of bonds.

**EAST NASSAU  
STEWARDSHIP DISTRICT  
DETAILED SPECIFIC AREA PLAN #1: WILDLIGHT  
SPECIAL REVENUE FUND BUDGET  
FISCAL YEAR 2019**

	Adopted FY 2017 Budget	Fiscal Year 2019			Proposed FY 2019 Budget
		Actual through 2/28/2018	Projected through 9/30/2018	Total Actual and Projected	
<b>REVENUES</b>					
Landowner contributions	\$ 72,070	\$ -	\$ 72,070	\$ 72,070	\$ 207,366
Total revenues	<u>72,070</u>	<u>-</u>	<u>72,070</u>	<u>72,070</u>	<u>207,366</u>
<b>EXPENDITURES</b>					
Field operations	9,000	-	1,500	1,500	9,000
Administration and accounting	2,500	-	417	417	2,500
Wetland and conservation maintenance	5,250	-	875	875	5,250
Landscape	26,440	-	15,404	15,404	92,422
Lake maintenance	2,520	-	964	964	5,784
Pest control	2,250	-	500	500	3,000
Street cleaning	1,696	-	1,500	1,500	9,000
Street light lease	6,450	-	2,925	2,925	17,550
Repairs & maintenance	2,938	-	2,279	2,279	13,676
Electricity	3,588	-	708	708	4,248
Irrigation (potable)	-	-	4,616	4,616	27,694
Landscape replacement	2,938	-	1,540	1,540	9,242
Parts & supplies	1,500	-	500	500	3,000
Insurance	5,000	-	833	833	5,000
Total expenditures	<u>72,070</u>	<u>-</u>	<u>34,561</u>	<u>34,561</u>	<u>207,366</u>
Net increase/(decrease) of fund balance	-	-	37,509	37,509	-
Fund balance - beginning (unaudited)	-	-	-	-	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 37,509</u>	<u>\$ 37,509</u>	<u>\$ -</u>

<sup>1</sup>These items will be realized when bonds are issued (expense per master bond issue).

<sup>2</sup>These items will be realized the year after the issuance of bonds.

**EAST NASSAU STEWARDSHIP  
DISTRICT**

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This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Jonathan T. Johnson, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

## **INTERLOCAL AGREEMENT FOR LANDSCAPE MAINTENANCE OF CERTAIN COUNTY ROAD RIGHTS-OF-WAY**

**THIS INTERLOCAL AGREEMENT** (“Interlocal Agreement”), dated this \_\_ day of June, 2018, is entered into by and between:

**NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “County”); and

**EAST NASSAU STEWARDSHIP DISTRICT**, an independent special district created and existing pursuant to Chapter 2017-206, Laws of Florida, and the provisions of Chapter 189, Florida Statutes (the “District” and, together with the County, the “Parties”).

### **RECITALS**

**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**, pursuant to the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services as set forth in Section (7), *Florida Statutes*, for which the District may impose, levy, and collect non-ad valorem special assessments on land within the boundaries of the District; and

**WHEREAS**, pursuant to Section (6)(p) of the Act, the District is authorized to enter into interlocal agreements with Nassau County to exercise such powers authorized by the Act; and

**WHEREAS**, the District desires to provide for the maintenance of certain improvements consisting of, but not limited to, landscaping, trees, grass, shrubs, and other plantings, as well as irrigation systems, hardscaping, streetlights, and ancillary fixtures (collectively, “Landscaping”), within certain portions of the County owned rights-of-way along that portion of Wildlight Avenue from State Road 200/A1A to Curiosity Avenue and along that portion of Curiosity Avenue from Wildlight Elementary School to the point at which each road terminates as more particularly depicted in **Exhibit A**, attached hereto and incorporated herein by reference. (“Rights-of-Way”); and

**WHEREAS**, the Parties acknowledge and agree that the Rights-of-Way are owned by the County and, absent such Interlocal Agreement, the County is responsible providing routine maintenance consistent with County standards;

**WHEREAS**, the County has no objection to the District's right to provide routine and enhanced landscaping and maintenance at its own expense the County's maintenance of Landscaping within the Rights-of-Way for the benefit of the public including, but not limited to, additional mowing and edging during high growth periods, tree care, and any other maintenance activities; and

**WHEREAS**, the County and the District desire to establish and set forth in this Interlocal Agreement the maintenance responsibilities of the Parties with respect to Landscaping within the Rights-of-Way; and

**WHEREAS**, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

**WHEREAS**, the County and the District find this Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties, and purposes authorized by law; and

**WHEREAS**, the County and the District desire to exercise jointly their common powers and authority concerning maintenance of the Rights-of-Way; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies;

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement.

**SECTION 2. LANDSCAPE MAINTENANCE RESPONSIBILITIES.** The District shall be responsible for the cost and maintenance of Landscaping within the Rights-of-Way, which maintenance may, but is not required to, include additional mowing, edging, tree and plant care, and any other maintenance activity desired by the District. In addition, the District shall be responsible for the cost of the routine removal or replacement of such Landscaping. All such installation and maintenance of Landscaping shall be within the sole discretion of the District. At all times, the District shall perform such maintenance in a manner that complies with County and State of Florida ordinances, rules, and laws and to a standard that meets or exceeds the general standards maintained by the County.

**SECTION 3. RIGHT-OF-WAY UTILIZATION PERMIT.** The County has permitted the District to install, construct, and maintain Landscaping within the Rights-of-Way

that is the subject of the terms of this Interlocal Agreement prior to the date first set forth herein above. However, in order to install or construct any additional Landscaping within the Rights-of-Way subsequent to the date of this Interlocal Agreement, the District shall be required to obtain from the County a right-of-way utilization permit, if applicable, or other written authorization prior to actually installing or constructing such additional Landscaping. Notwithstanding the above, nothing herein shall impose, or be construed so as to impose, an obligation upon the District to install additional Landscaping.

**SECTION 4. REMOVAL AND RELOCATION OF LANDSCAPING.** Landscaping within the Rights-of-Way has been, installed, constructed, and maintained in such a manner as will not interfere with the use of the facility by the public or create a safety hazard on such facility. If, as solely determined by the County in its reasonable discretion, a component of Landscaping within the Rights-of-Way interferes with the use of the roadway by the public or creates a safety hazard, then the District, at its sole expense, shall be responsible for correcting the interference or safety hazard, which action may include, but not be limited to, removing or relocating such Landscaping in such a manner so as to eliminate the interference or safety hazard, to the reasonable satisfaction and consistent with general safety standards of the County.

**SECTION 5. NO ADDITIONAL OBLIGATION OF DISTRICT CREATED.** The Parties agree that nothing in this Interlocal Agreement shall be interpreted to impose any additional obligation for the District to maintain any roadway or associated improvements constructed within the Rights-of-Way including, but not limited to, the road sub-grade, base layer, asphalt, striping, signage, gutters and curbing, fencing and retaining walls adjacent to wetland areas, and sidewalks, and all other aspects of the Rights-of-Way, except for Landscaping; provided however, decorative hardscaping previously installed within the Rights-of-Way by the District shall remain the operation, maintenance and replacement responsibility of the District.

**SECTION 6. FILING.** After approval of this Agreement by the respective governing bodies of the County and the District, and its execution by duly qualified and authorized officers of each of the Parties hereto, the County shall cause this Agreement to be filed with the Clerk of the Circuit Court of Nassau County, Florida, in accordance with the requirements of Section 163.01(11), Florida Statutes.

**SECTION 7. TERM.** The provisions, restrictions and covenants of this Interlocal Agreement shall touch and concern the land and shall be a covenant running with and binding the fee interest underlying the Rights-of-Way, whether in existence on the date hereof or constructed in the future, for a period of thirty (30) years from the date this Interlocal Agreement is made effective. No agreement to extend the term of this Interlocal Agreement shall be effective unless in a written instrument executed and acknowledged by duly authorized representatives of both the County and the District and recorded in the Public Records of Nassau County, Florida. Notwithstanding any of the above provisions, the County and the District shall each have the right to terminate this Interlocal Agreement, with cause, upon ninety (90) days written notice to the other party.

**SECTION 8. SOVEREIGN IMMUNITY.** Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of the District or the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this

Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 9. INDEMNIFICATION.** To the extent permitted by Florida law, the District agrees to protect, defend, indemnify, and hold the County, its tenants, officials, officers, employees, and agents free and harmless from and against any and all third party (including employees of the District and its contractors and subcontractors) claims, liability, losses, and/or causes of action, which may arise from any negligent act or omission of the District's staff, employees, or agents (including court costs and reasonable attorney's fees) associated with or connected with, the use of the Rights-of-Way by the District and its contractors and subcontractors for the purposes set forth herein, including ingress and egress thereto.

**SECTION 10. GOVERNING LAW AND JURISDICTION.** This Interlocal Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Interlocal Agreement shall be venued in the Circuit Court of Nassau County, Florida. The Parties hereto waive trial by jury and agree to submit to the personal jurisdiction and venue of a court in Nassau County.

**SECTION 11. NO PLEDGE OF CREDIT OR PARTNERSHIP.** This Interlocal Agreement shall neither be deemed to pledge the credit of the County or of the District, nor to make the County an agent, co-venturer, partner, or fiduciary of the District, or vice versa.

**SECTION 12. NOTICE.** All notice pursuant to this Interlocal Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid, or recognized overnight courier (such as Federal Express) and addressed to the following addresses of record:

**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 County:** Nassau County, Florida  
Office of Engineering Services  
96161 Nassau Place  
Yulee, Florida 32097  
Attn: Becky Bray

**SECTION 13. NON-WAIVER.** No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Interlocal Agreement shall be deemed or construed to constitute consent or waiver to, or of, any other breach or default in the performance of that



party, of the same or any other objection of performance incumbent upon that party. Failure on the part of any party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Interlocal Agreement, at law or in equity.

#### **SECTION 14. CONSTRUCTION.**

(a) This Interlocal Agreement shall not be construed against any party on the basis of it being the drafter of the Interlocal Agreement. The Parties agree that all herein played an equal part in reciprocity in drafting this Interlocal Agreement.

(b) Capitalized terms contained herein shall have no more force or effect than un-capitalized terms.

(c) Captions and section headings in this Interlocal Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation or construction of meaning of this Interlocal Agreement.

**SECTION 15. TIME OF THE ESSENCE.** The Parties each agree that time is of the essence of this Interlocal Agreement.

**SECTION 16. SEVERABILITY.** If any word, phrase, sentence, part, section, subsection, or other provision of this Interlocal Agreement, or its application to any person, entity, or circumstances is specifically held to be unconstitutional, invalid, or unenforceable for any reason by a court of competent jurisdiction, then such word, phrase, sentence, part, section, subsection, or other or the proscribed application thereof, shall be severable, and the remainder of this Interlocal Agreement and the application of the provisions hereof to other persons, entities, or circumstances shall not be affected thereby and, to that end, this Interlocal Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

**SECTION 17. ENTIRE AGREEMENT, AMENDMENTS.** This Interlocal Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. The provisions, restrictions, and covenants of this Interlocal Agreement shall not be modified or amended except in written instrument executed and acknowledged by duly authorized representatives of both the County and the District and recorded in the Public Records of Nassau County, Florida.

**SECTION 18. ASSIGNMENT.** This Interlocal Agreement may not be assigned, transferred, or conveyed by the District or the County without prior written consent from the other party, except that the District may allow or require other entities to contribute to the cost of its obligations hereunder.

**SECTION 19. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS.** Both the County and the District, in performing under this Interlocal Agreement, shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the local, state, and federal governments.

**SECTION 20. ACCESS TO RECORDS.** The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Interlocal Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes) and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**SECTION 21. FORCE MAJUERE.** Neither the County nor the District shall be held in non-compliance with this Interlocal Agreement, nor suffer any enforcement or penalty relating to this Interlocal Agreement, where such non-compliance or alleged default occurred or was caused by a strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond either party's ability to anticipate or control.

**SECTION 22. AUTHORITY TO EXECUTE.** Each of the Parties covenants to the other party that it has lawful authority to enter into this Interlocal Agreement and has authorized the execution of this Interlocal Agreement by the party's duly authorized representative.

**SECTION 23. EFFECTIVE DATE.** This Interlocal Agreement shall become effective upon filing a copy executed by both Parties with the Clerk of the Circuit Court of Nassau County.

**SECTION 24. COUNTERPARTS.** This Interlocal Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

*[Signatures pages follow.]*



**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT FOR  
LANDSCAPE MAINTENANCE OF CERTAIN  
COUNTY ROAD RIGHTS-OF-WAY**

**IN WITNESS WHEREOF**, the Parties have caused this Interlocal Agreement to be made and executed as of the day and date first above written.

**WITNESSES**

**EAST NASSAU  
STEWARDSHIP DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Hahaj  
Chair, Board of Supervisors

\_\_\_\_\_  
Print Name: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Secretary/Assistant Secretary

STATE OF FLORIDA     )  
COUNTY OF \_\_\_\_\_ )

Before me the undersigned notary public personally appeared Michael Hahaj, the Chair of the East Nassau Stewardship District. He is personally known to me or has produced a valid driver's license as identification, this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

**EAST NASSAU STEWARDSHIP  
DISTRICT**

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**EAST NASSAU STEWARDSHIP DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2018**

**EAST NASSAU STEWARDSHIP DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2018**

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>					
Cash	\$ 6,474	\$ -	\$ -	\$ -	\$ 6,474
Due from Landowner	18,896	-	1,247	-	20,143
Total assets	<u>\$ 25,370</u>	<u>\$ -</u>	<u>\$ 1,247</u>	<u>\$ -</u>	<u>\$ 26,617</u>
<b>LIABILITIES AND FUND BALANCES</b>					
Liabilities:					
Accounts payable	\$ 18,870	\$ -	\$ 1,247	\$ -	\$ 20,117
Due to Landowner	-	-	1,247	-	1,247
Landowner advance	6,500	-	-	-	6,500
Total liabilities	<u>25,370</u>	<u>-</u>	<u>2,494</u>	<u>-</u>	<u>27,864</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>					
Deferred receipts	18,896	-	-	-	18,896
Total deferred inflows of resources	<u>18,896</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>18,896</u>
Fund balances:					
Unassigned	(18,896)	-	-	-	(18,896)
Total fund balances	<u>(18,896)</u>	<u>-</u>	<u>(1,247)</u>	<u>-</u>	<u>(20,143)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 25,370</u>	<u>\$ -</u>	<u>\$ 1,247</u>	<u>\$ -</u>	<u>\$ 26,617</u>

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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 11,268	\$ 84,452	\$ 151,625	56%
Total revenues	<u>11,268</u>	<u>84,452</u>	<u>151,625</u>	56%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
District engineer	400	8,272	7,500	110%
General counsel	13,099	34,659	50,000	69%
District manager	4,000	28,000	48,000	58%
Debt service fund accounting: master bonds	-	-	7,500	0%
Arbitrage rebate calculation	-	-	750	0%
Audit	-	-	6,500	0%
Postage	-	257	1,000	26%
Printing and binding	83	583	1,000	58%
Insurance - GL, POL	-	10,710	12,000	89%
Legal advertising	-	5,881	6,000	98%
Miscellaneous- bank charges	27	372	950	39%
Website	1,287	1,287	750	172%
Dissemination agent	-	-	1,000	0%
Annual district filing fee	-	175	175	100%
Trustee (related to master bonds)	-	-	8,500	0%
Total professional & administrative	<u>18,896</u>	<u>90,196</u>	<u>151,625</u>	59%
Excess/(deficiency) of revenues over/(under) expenditures	(7,628)	(5,744)	-	
Fund balances - beginning	(11,268)	(13,152)	-	
Fund balances - ending	<u>\$ (18,896)</u>	<u>\$ (18,896)</u>	<u>\$ -</u>	



**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
SPECIAL REVENUE FUND  
FOR THE PERIOD ENDED APRIL 30, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ -	\$ -	\$ 72,070	0%
Total revenues	<u>-</u>	<u>-</u>	<u>72,070</u>	<u>0%</u>
<b>EXPENDITURES</b>				
<b>Field operations</b>				
Field operations	-	-	9,000	0%
Administration and accounting	-	-	2,500	0%
Wetland and conservation maintenance	-	-	5,250	0%
Landscape	-	-	26,440	0%
Lake maintenance	-	-	2,520	0%
Pest control	-	-	2,250	0%
Street cleaning	-	-	1,696	0%
Street light lease	-	-	6,450	0%
Repairs & maintenance	-	-	2,938	0%
Electricity	-	-	3,588	0%
Landscape replacement	-	-	2,938	0%
Parts & supplies	-	-	1,500	0%
Insurance	-	-	5,000	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>72,070</u>	<u>0%</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	<u>-</u>	<u>-</u>	<u>-</u>	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

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

	Current Month	Year To Date
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
<b>Debt service</b>		
Cost of issuance	<u>1,247</u>	<u>1,247</u>
Total debt service	<u>1,247</u>	<u>1,247</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (1,247)	 (1,247)
 Fund balances - beginning	 <u>-</u>	 <u>-</u>
Fund balances - ending	<u><u>\$ (1,247)</u></u>	<u><u>\$ (1,247)</u></u>

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

	Current Month	Year To Date
<b>REVENUES</b>		
Landowner contribution	\$ 356	\$ 8,623
Total revenues	356	8,623
<b>EXPENDITURES</b>		
Capital outlay - engineer	-	5,508
Total expenditures	-	5,508
Excess/(deficiency) of revenues over/(under) expenditures	356	3,115
Fund balances - beginning	(356)	(3,115)
Fund balances - ending	\$ -	\$ -

**EAST NASSAU STEWARDSHIP  
DISTRICT**

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April 16, 2018

Ms. Daphne Gillyard  
Director of Administrative Services  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

RE: East Nassau Stewardship District

Dear Ms. Gillyard,

In response to your email received on April 4, 2018, please be advised that as of April 15, 2018, there were 8 registered voters within the boundaries of the above referenced District.

Should you have questions, or if we can be of assistance to you in any way, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Maria Pearson".

Maria Pearson  
Candidate Coordinator