

AGENDA
FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
January 9, 2025 at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA
OLD SCHOOL AUDITORIUM

- A. Call to Order
- B. Proof of Publication Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Approval of Minutes
 - 1. November 11, 2024 Regular Board Meeting Page 2
- F. Old Business
- G. New Business
 - 1. Ratification of Past Actions
 - 2. Resolution No. 2024/2025-04 – Appointment of Designated Agent Page 8
 - 3. Resolution No. 2024/2025-05 – Designation of Secretary & Treasurer Page 9
 - 4. Declare Surplus Capital Equipment and authorize disposal Page 10
 - 5. Resolution No. 2024/2025-06 - Adopting a Fiscal Year 2024/2025 Amended Budget Page 16
 - 6. Approval of Tree Removal Vendor for Sublaterals Page 19
 - 7. Approval of Easement Form for Sublaterals Page 34
 - 8. Property Tax Exemptions pursuant to FS 196.199(1)(c) Page 41
- H. Manager’s Matters
 - 1. Financials [November ‘24] Page 45
 - 2. November & December 2024 Manager’s Report Page 46
 - 3. Status of Canal Maintenance Contracts Page 48
 - 4. Draft 5-year Plan Page 49
 - 5. Status of Sublateral Inspections/Cleaning Page 50
 - 6. Fee Schedule Update Page 53
 - 7. State Park Stormwater Runoff Page 54
 - 8. Citizens Committee meeting
- I. Engineer’s Matters
- J. Attorney’s Matters
- K. Comments from the Public
- L. Board Member Comments
- M. Adjourn

**FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING MINUTES
November 13, 2024**

A. CALL TO ORDER

The Regular Board Meeting of the Fellsmere Water Control District (“District”) of November 13, 2024, was called to order at 5:30 p.m. in the Fellsmere City Hall Auditorium located at 22 S. Orange Street, Fellsmere, Florida 32948.

B. PROOF OF PUBLICATION

Proof of publication was presented that showed notice of the Regular Board Meeting had been published in the *Indian River Press Journal* on October 25, 2024, as legally required.

C. ESTABLISH QUORUM

With the attendance of Supervisors Greg Nelson, Richard Carnell and John Kurtz, a quorum was present. Also in attendance were: District Manager Mark Mathes, District Attorney Jonathan Johnson of Kutak Rock LLP, and District Engineer George Simons, P.E. of Carter Associates.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions to the agenda.

E. APPROVAL OF MINUTES

Mr. Kurtz made a motion, seconded by Mr. Carnell, and passed unanimously, approving the September 12, 2024, Regular Board Meeting Minutes.

F. OLD BUSINESS

1. Change Order for Park Lateral

District Manager presented the item. The change order was required to relocate excess material removed from the canal from the top of bank to far side of the Fellsmere Grade. As the contract did not contain hauling charges, this became additional services. The work had already been completed given the time sensitive nature of SJRWMD repairs to the Fellsmere Grade.

Mr. Carnell made a motion, seconded by Mr. Kurtz, and passed unanimously, approving the Change Order for Park Lateral

NEW BUSINESS

1. Ratification of Past Actions

No past actions to ratify.

2. Resolution 2024-01 – Change of Bank Signors

District Manager presented the item. The change of bank signors was required as a result of the change in District management.

Mr. Kurtz made a motion, seconded by Mr. Carnell, and passed unanimously, approving the Change of Bank Signors.

Resolution No. 2024-01 was presented, entitled:

RESOLUTION NO. 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT APPOINTING MARK D. MATHES, JOHN KURTZ, RICHARD CARNELL, AND GREG NELSON AS SIGNORS ON THE DISTRICT BANK ACCOUNTY AND PROVIDING AN EFFECTIVE DATE.

3. Resolution 2024-02 - Assigning District Manager as Records Custodian

District Manager presented the item. The change of record custodian was required as a result of the change in District management.

Resolution No. 2024-02 was presented, entitled:

RESOLUTION NO. 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT APPOINTING MARK D. MATHES AS THE FELLSMERE WATER CONTROL DISTRICT PUBLIC RECORDS CUSTODIAN AND PROVIDING AN EFFECTIVE DATE.

Mr. Kurtz made a motion, seconded by Mr. Carnell, and passed unanimously, approving the Records Custodian.

4. Declare Surplus Office Equipment and Authorize Disposal

District Manager presented the item. The surplus items are primarily office equipment from the 1980s' and 1990's and have no value. The District Manager noted that the capital surplus items will hopefully be on the January 2025 agenda.

Mr. Carnell made a motion, seconded by Mr. Kurtz, and passed unanimously, approving the declaration of Surplus of Office Equipment and authorized disposal.

5. Resolution 2024-03 – Adopting a FY2023/24 Amended Budget

District Manager presented the item. The FY2023/2024 Amended Budget to adjust the budget to match the end of year expenditures. The main variances from original budget to final expenditures related to three items: 1) major canal maintenance projects that were not in the original budget; 2) change of district management structure; and 3) general spending levels in excess of the forecast budget. The major canal maintenance projects were funded via reserves. The change of district management required staff costs under administration. The general spending levels are normally not in align with forecast budget and will generally need adjusted with an end of year budget amendment. The last two items were funded by reserves as well since the budgeted revenues were not sufficient to cover.

Resolution No. 2024-03 was presented, entitled:

RESOLUTION NO. 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2023/2024 BUDGET

(“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Kurtz made a motion, seconded by Mr. Carnell, and passed unanimously, approving the FY23/24 Amended Budget.

6. Approval of Mowing Vendor for Sublaterals

District Manager presented a plan of maintenance for sublaterals that includes mowing once in winter and spraying once in summer. Board Member Kurtz asked about whether spraying uplands will be performed. District Manager indicated that this decision has not been made. District Manager noted the lowest responsive quote was substantially less than others received and the vendor is aware of the required specifications and scope of work.

Mr. Carnell made a motion, seconded by Mr. Kurtz, and passed unanimously, approving the Mowing vendor for sublaterals.

G. Manager’s Matters

1. Financials

Financial for September 24, Year End 2024, and October 2024 were presented. District Manager indicated that the year-end included a year-end balance in the bank account.

2. September/October 2024 Manager’s Report

Managers Reports submitted without comment. Board Member Kurtz expressed support for such reports and offered to the public these reports as a means to keep track of what is going on at the district as well as the next month look-ahead contained therein.

3. Status of Canal Maintenance

District Manager noted that the Main Canal was done and inspected. The Lateral U had one remaining week and inspections were expected in late November. Park Lateral was on hold due to the need for a clearing permit from FDEP. District Engineer was reviewing the application and will work with District Manager to submit. Contractor is OK with hold at this time. Hold should be for at least 30 days while permit is being obtained. Approximately 30 days work remain to finish canal profile and clean top of bank.

4. Amendments to FY2024/25 Budget

District Manager presented a draft budget amendment for the current fiscal year to reflect the change of district management. The use of in-house management is more expensive than the former contract management and will result in the use of all budgeted reserves this year as well as a reduction of the proposed sublateral cleaning line item. District Manager noted that the sublateral cleaning will still occur this year but through the in-house operator instead. The remaining funds targeted to sublateral cleaning will be used instead to create access to areas that are overgrown with vegetation so the operator can access all portions of all sublaterals. The District Manager noted that this year will be an extremely tight financial year.

5. Status of Ditch Inspections

District Manager noted the updated ditch inspection sheet and that the form is available for the public to assist. District Manager will still put eyes on each ditch to ensure consistent findings. Any special areas of concern should be provided to the District Manager.

6. Discussion Regarding City Sublateral Maintenance

A member of the public questions the term “City” in title. This was an oversight of District Manager. The sublateral maintenance is proceeding according to the inspection findings. The operator was on U1 and U2 and would be moving to 87th – east after that.

7. Inaugural Citizens Committee Meeting Minutes

District Manager noted the first meeting went well and additional meetings would be conducted. This committee is not a committee of the FWCD but rather an ad-hoc community group that requests the District Managers attendance. The minutes of the meeting prepared by the Citizen Committee were provided to the Board. Commissioner Kurtz commented on the well done minutes.

8. Status of SDS Transition

District Manager noted that the transition is nearly complete with only the bank account and website remaining. Bank account signatures approved at this meeting and then follow-up with bank will resolve that item. The change of website is being held up due to inability to pay. This should be resolved in December.

9. State Park Stormwater Runoff

District Manager presented the issue of the State Park and drainage into the FWCD system. The current interlocal agreement between the FWCD and the State was provided to the Board as well as the proposed plan to reduce the flow into the district. A discussion ensued with the public and the Board on the issue. Various members of the public commented within the course of the conversation regarding whether the State pays into the district, whether the State has paid the \$20,000 referred to in the current interlocal agreement with the State on this issue, and whether the plan to reduce flow has been implemented.

The Board considered whether to inform the State that assessments will now begin or simply to re-engage in a discussion with the State without a preconceived conclusion. Discussion also included whether the permit application from a few years ago to install a fire road and culverts in the sublaterals to implement such road. Options discussed included removal of State Park from district, moving forward with proposed plan from the State, and whether to charge the State for its flow into the district. The Board agreed to simply to re-engage in a discussion with the State without a preconceived conclusion including consideration of the State’s request to construct a fire road.

H. ATTORNEY’S MATTERS

District Attorney reminded Board members to obtain their requirement for annual ethics and public records training.

I. COMMENTS FROM THE PUBLIC

Written Comments received prior to Board meeting

- District Manager will inspect each ditch.
- Park Lateral cleaning redo – contract was in RFP.
 - There was no oversight – just accuracy of machine.
 - No additional cost to fix.
- Ditch Maintenance Budget – addressed in budget amendment in this agenda
- Noncompliance – if not resolved, FWCD repairs and costs are a lien against property. Discussion concerning permitted pipes that are in wrong elevation of pipe size. This will return to Board for further discussion.
- Assessments – they are received by the District mostly in Nov, Dec, and Jan. but roll in all year.

- Culvert to No Where – an emergency repair that was selected to be repaired under the new culvert standard of the District Engineer. Quotes were received and work went to lowest responsible quote. Discussion ensued as to whether this pipe was a proper use of funds given other district priorities.
- CR512 Culvert Repair – not a FWCD pipe. A resident inferred the pipe belongs to Fellsmere Farms.

Christien Hall – Washout on RR Ditch East of Broadway and west of Willow. Contract for mowing – what is it to accomplish? District Manager indicated that the reduced friction will help in flow. As for aesthetics, this was a demand of prior land owners that is being carried forward. The FWCD will reconsider as District Manager gains a better understanding of operations. What happens to material that is removed from sublaterals. District Manager indicated that the material is deposited on top of bank. In special areas, this will be discussed with land owners impacted. FWCD is OK with landowners taking the muck removed from the sublaterals. What does district do when you cannot access a ditch? District Manager indicated that a concerted effort will be made to secure legal access to all portions of the district lands. Is district aware that U-1 west of NS canal flows east instead of west. District Manager indicated that he is aware of this special circumstance that has been permitted by the District in this area.

Julie Stenier – No comments.

Josh Miller – Encouraged side conversations be kept to a minimum. Asked about employees of the district and succession planning. 2 employees and yes District Manager is doing succession planning. Asked about Water Control Plan and following its direction.

John Savage – Removed public comments from minutes. District Manager indicated that this will be resolved in the future. Commended Board for listening and taking action. Asked if District Manager has any contractual relationship with the Board members of places of their employment. Board Member Nelson indicated that they have a consulting agreement with Mr. Mathes for his expertise in regards to City of Fellsmere rules and regulations.

Mark Kopecky – Aked about price of canal cleaning. District Manager indicated no change in price of Park Lateral. Asked if we should be cleaning bad ditches in ag areas. District Manager indicated that all land owners pay and all land owners receive service. There will be no qualification of who gets service and who does not. Asked about culvert inspections. District Manager indicated that these will be done in due course. Remaining comments were ineligible.

Karen Ledford – No comments.

Unknown #1 – Is material removed that is taken from sublaterals. District Manger reiterated that the material will remain in top of bank. He expressed concern that road grader will grade this material back into ditch. District Manager indicated that this should not occur and a meeting with the County on this matter has been requested. A separate resident indicated that he felt the material should be hauled away as indicated in the Water Control Plan. District Manager indicated that the Water Control Plan only calls for removal in the City of Fellsmere.

Unknown #2 – Asked who the District Attorney represents. He indicated that he does not represent any Board member.

J. BOARD MEMBER COMMENTS

Board Member Kurtz

- Requested I-think Financial status. District Manager indicated that they required some time to obtain approval from the State. This process is underway. District Manager will follow-up for update.
- Appreciated East Landowners Committee Meeting and minutes.

District Engineer – requested guidance of Board to request 25’ additional right-of-way along Sublateral 17 in relation to Marian Estate subdivision in the City. Board agreed by unanimous agreement to request additional right-of-way as recommended by the District Engineer and to coordinate with the City of Fellsmere to ensure the dedication is a condition of approval.

L. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 8:50 p.m. There were no objections.

Secretary/Assistant Secretary

President/Vice-President

RESOLUTION NO. 2024/2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT, APPOINTING A DESIGNATED AGENT PURUSANT TO CHAPTER 189.014, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Fellsmere Water Control District (the "District") to appoint a Designated Agent pursuant to Florida Statute 189.014.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. That the District Manager is hereby authorized appointed to be the Designated Agent for the Fellsmere Water Control District, pursuant to public law and regulations under Section 189.014, *Florida Statutes*.

PASSED, ADOPTED and EFFECTIVE this 9th day of January, 2025.

ATTEST:

**FELLSMERE WATER
CONTROL DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
President/Vice President

RESOLUTION NO. 2024/2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT, APPOINTING A TREASURER AND SECRETARY OF THE FELLSMERE WATER CONTROL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, to maintain separation of duties and provide oversight of District functions, it is necessary for the Fellsmere Water Control District (the "District") to designate a Treasurer and Secretary; and

WHEREAS, to ensure continuity of operations, it is necessary for the Fellsmere Water Control District (the "District") to designate an Assistant Treasurer and Assistant Secretary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. That the District Manager is hereby designated as Secretary and Treasurer of the Fellsmere Water Control District.

Section 3. That John Kurtz is hereby designated as Assistant Treasurer and Richard Carnell is hereby designated as Assistant Secretary of the Fellsmere Water Control District and may sign on behalf of the Treasurer or Secretary in his/her absence.

Section 4. All prior designations or appointments are hereby rescinded.

PASSED, ADOPTED and EFFECTIVE this 9th day of January, 2025.

ATTEST:

**FELLSMERE WATER
CONTROL DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
President/Vice President

List of Capital Office Equipment

1. 1967 Drag Line – 305 Koehring

Previously declared surplus and discarded

2. 1982 Drag Line – 22-B Bucyrus


Previously declared surplus and discarded

3. Excavator – Liebherr A912

Request to declare surplus and sell on GovDeals.com

4. Spray Truck – Retain

EQUIPMENT INVENTORY LIST								
Physical Condition						Financial Status		
Asset number	Item description (make and model)	Location	Condition	date acquired	by	Initial value	inventory date	
Nov-86	land shop site .51 ac	shop site .51 ac		7/29/1986	tillman		9/30/2017	
13-86	land hall carter .17	hall carter .17		1/1/1983	tillman		9/30/2017	
49-86	land office site .31 ac	office .31		7/29/1986	tillman	\$ 9,095.76	9/30/2017	
50-86	land fellsmere farms 370	fellsmere farms		1/1/1983				
LAND		total land				\$ 9,095.76		
		land						
28-87	irrigation system	office	poor	8/13/1987	tillman	\$ 248.81	9/30/2017	
29-87	water well	compound	poor	4/15/1987	tillman	\$ 1,220.00	9/30/2017	
59-96	gas pump/roof	compound	poor	7/23/1996	tillman	\$ 11,700.00	9/30/2017	
		total				\$ 13,168.81		
		buildings						
Oct-86	fwcd fac site plan	office	good	8/12/1986	hertel	\$ 4,721.00	9/30/2017	
44-88	shop & office bldg	office	good	4/26/1988	hertel	\$ 196,668.92	9/30/2017	
67-02	ac unit	office		6/6/2002	hertel		9/30/2017	
		total				\$ 201,389.92		
		equipment						
Feb-83	bucyrus erie dragline	field		9-15.83	vereen	\$ -	9/30/2017	
Mar-83	invert spray unit	compound		4/13/1983	tillman	\$ -	9/30/2017	
Apr-85	pheonix 2 channel radio	office		5/2/1985	hertel		9/30/2017	
May-85	hendrix 1 yard bucket	compound		3/31/1985	vereen	\$ -	9/30/2017	
Jun-85	dodge truck W350	compound		4/10/1985	tillman	\$ -	9/30/2017	
Aug-86	ge 2 watt radio	office		4/8/1986	tillman	\$ -	9/30/2017	
Dec-86	fail safe phone system	office		5/1/1986	hertel	\$ -	9/30/2017	
14-86	office furniture	office	poor	6/9/1986	hertel	\$ 374.69	9/30/2017	
16-86	office furniture &	office	poor	4/17/1986	vereen	\$ 1,945.75	9/30/2017	
25-87	Cat excavator M225	field	poor	11/12/1986	vereen	\$ 131,350.00	9/30/2017	
30-87	computer table	office		5/6/1987	hertel	\$ -	9/30/2017	
31-87	tape recorder	office		5/7/1987	hertel	\$ -	9/30/2017	
32-87	poulan chain saw	shop		6/22/1987	tillman	\$ -	9/30/2017	
33-87	water refiner	compound		8/13/1987	tillman	\$ -	9/30/2017	
34-88	delphi 16 telephone	office		11/11/1987	tillman	\$ -	9/30/2017	
36-03	conference room furniture	office	good	11/24/1987	hertel	\$ 1,237.00	9/30/2017	
40-88	shop vac	shop		2/8/1988	tillman	\$ -	9/30/2017	
41-88	hendrix bucket	field	poor	2/15/1988	vereen	\$ 5,215.00	9/30/2017	
43-88	6" vise	shop	poor	6/16/1988	vereen	\$ 434.10	9/30/2017	
45-88	chem pump	shop	fair	10/10/1987	vereen	\$ 79.95	9/30/2017	
48-89	ge refirgerator	office		4/28/1989	hertel	\$ -	9/30/2017	
52-91	walkie talkie	office		12/20/1990	tillman	\$ -	9/30/2017	
53-92	liebheer A912	compound	poor	3/6/1992	vereen	\$ 137,894.00	9/30/2017	
54-92	bucket	field		3/17/1992	vereen	\$ -	9/30/2017	
55-93	compressor	shop		5/4/1993	vereen	\$ -	9/30/2017	
57-96	packard bell	office		4/1/1996	hertel	\$ -	9/30/2017	
58-96	mita dc 2355	office		4/15/1996	hertel	\$ -	9/30/2017	
60-96	M225 engine	field	poor	3/4/1996	vereen	\$ 16,851.21	9/30/2017	
61-97	m225 tracks	field	poor	1/8/1997	vereen	\$ 10,300.92	9/30/2017	
62-98	bucket	compound	poor	8/17/1998	vereen	\$ 4,775.00	9/30/2017	
63-98	ice machine	shop	fair	6/23/1998	tillman	\$ 2,054.30	9/30/2017	
64-99	brother fax mach	office	fair	11/9/1998	hertel	\$ 360.92	9/30/2017	

9-29-17

 RV

FELLSMERE WATER CONTROL DISTRICT

Property List
Custodian: John Day

<u>Item</u>	<u>Date Acquired</u>	<u>Location</u>	<u>Cost</u>
22-B Bucyrus Dragline	1973	W/O Lat U.	
1 yard Hendrex Bucket		22-B	
8ft x 10ft metal building		22-B	

FELLSMERE WATER CONTROL DISTRICT

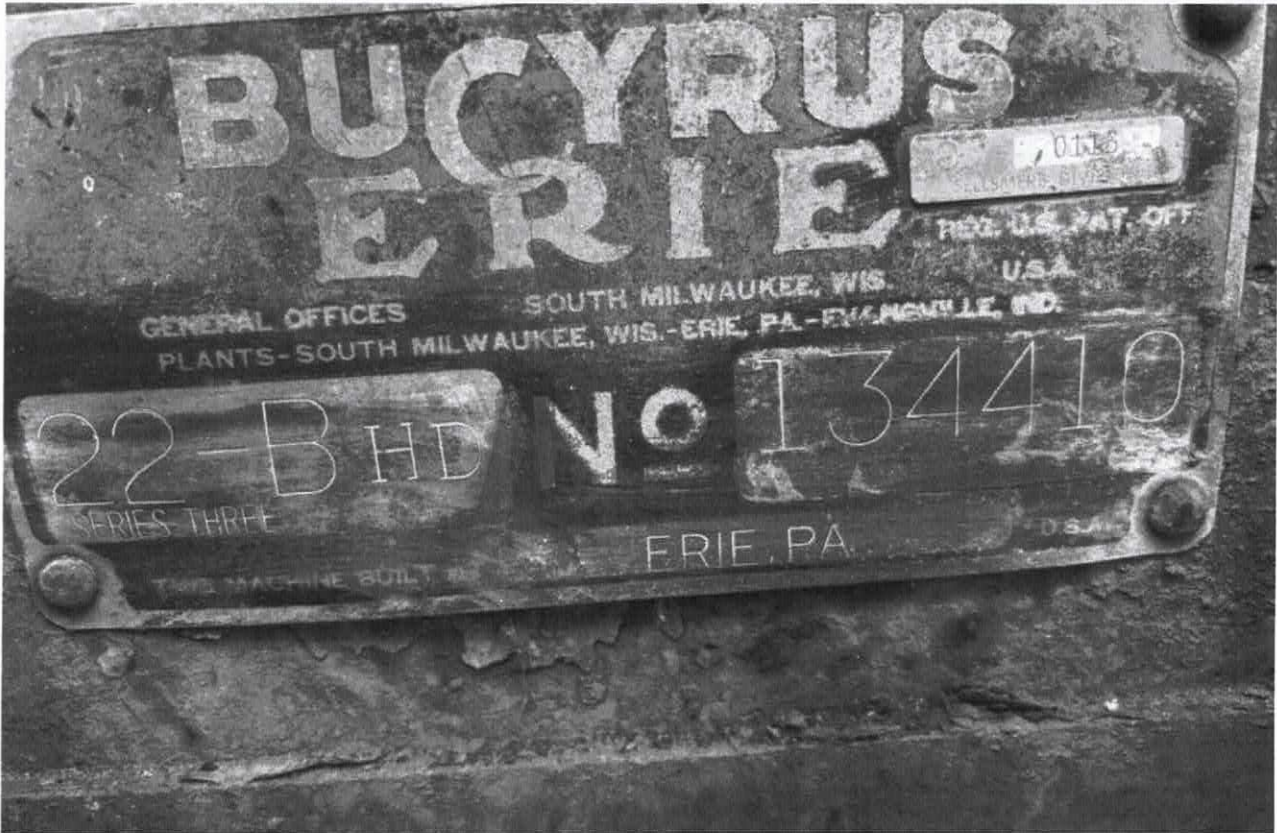
Property List
Custodian: Harold E. Royal

<u>Item</u>	<u>Date Acquired</u>	<u>Location</u>	<u>Cost</u>
305 Koehring Dragline	1967	E/O Lat. U.	
Home Lite Chair		H. Royal	
1 yard Hendrix Bucket		305-Koehring	
5ft x 7ft metal building			

Drag line



From Mark Mathes <mark.mathes@gmail.com>
To <mmathes@fellsmerewatercontroldistrict.org>
Date 2024-12-12 18:23



Old excavator

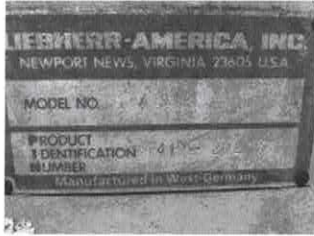


From Mark Mathes <mark.mathes@gmail.com>
To <mmathes@fellsmerewatercontroldistrict.org>
Date 2024-12-12 18:24

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RESOLUTION NO. 2024/2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Fellsmere Water Control District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT, THAT:

Section 1. The Amended Budget for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is hereby approved and adopted.

Section 2. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 9th day of January 2025.

ATTEST:

**FELLSMERE
WATER CONTROL DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

17

FINAL BUDGET
FELLSMERE WATER CONTROL DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2024/2025 AMENDED BUDGET
REVENUES		
Tax Revenue	713,054	713,055
Revenue Other	0	12,500
Direct Bill	56,139	56,139
Interest Income	1,800	1,800
TOTAL REVENUES	770,993	783,493
ADMINISTRATIVE EXPENDITURES		
Annual Assesment Roll	500	500
Audit Fees	12,000	12,200
Payroll Taxes - Maint.	0	7,500
Labor	0	100,000
State Retirement	0	37,520
Reserves	100,000	0
Transportation - Admin	500	2,500
Workers Comp	0	2,000
Licenses/Permits	0	675
Telephone	4,500	4,200
Management Fees	74,160	2,000
Memberships	2,790	2,000
Legal and Professional	12,000	16,000
Group Med/Life Insurance	0	38,600
Legal Advertising	900	1,500
Maintenance Buildings & Grounds	2,300	4,800
Miscellaneous	250	2,500
Office Supplies	1,000	2,000
Payroll Processing Fee	0	1,400
Postage	250	750
Property Appraiser Fees	0	1,800
Property Taxes	850	950
Utilities	4,000	4,200
Bank Service Charge	0	250
Conversion Consultant	0	0
Engineering	50,500	20,000
Insurance - Admin	18,500	18,000
Website Management	3,000	2,200
TOTAL ADMINISTRATIVE EXPENDITURES	288,000	286,045
TOTAL MAINTENANCE EXPENDITURES	440,210	591,483
TOTAL EXPENDITURES	728,210	877,528
BALANCE	42,783	-94,035
Tax Collector Fee	(14,261)	(14,261)
Discounts For Early Payments	(28,522)	(28,522)
EXCESS/ (SHORTFALL)	0	-136,818
BALANCE		
NET EXCESS/ (SHORTFALL)	0	-136,818
Fund Balance As Of 9/30/24	\$ 146,576	
Fiscal Year 2023/2024 Activity	\$ (136,818)	
BUDGET SURPLUS/(DEFICIT)	\$ 9,758	

FINAL MAINTENANCE BUDGET
FELLSMERE WATER CONTROL DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

18

	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2024/2025 AMENDED BUDGET
<u>MAINTENANCE EXPENDITURES</u>		
Contract Services		
Aerial Spraying	20,000	0
Contract/Mechanical - Lease	70,150	70,150
Canal/Ditch Spraying	45,000	0
Canal/Ditch Mowing	20,000	21,000
Sublateral Maintenance (tree removal/grinding only)	163,000	35,000
Water Testing	2,200	2,200
<u>Contract Services Subtotal</u>	320,350	128,350
<u>Ditch Maintenance</u>		
Equipment R & M	1,000	2,000
Supplies/Services	2,500	2,500
Gas & Oil - Maint.	4,500	4,500
Insurance - Maint.	0	0
Transportation - Maint.	3,700	3,700
Contingency	3,800	0
<u>Ditch Maintenance Subtotal</u>	15,500	12,700
<u>Ditch Maintenance-Personnel</u>		
Labor/Equipment Operations	58,560	58,560
Payroll Taxes - Maint.	5,000	5,000
State Retirement - Maint.	17,000	20,000
Workers Comp - Maint.	4,000	2,000
Group Med/Life Insurance - Maint.	19,800	19,800
<u>Ditch Maintenance-Personnel Subtotal</u>	104,360	105,360
<u>Canal Maintenance-Special Projects</u>		
Main Canal Project - Prince Land	0	75,603
Park Lateral Project - Clear Zone	0	197,231
Lateral U Project - Blue Goose	0	72,239
<u>Canal Maintenance-Special Projects Subtotal</u>	0	345,073
TOTAL MAINTENANCE EXPENDITURES	440,210	591,483

**AGREEMENT BETWEEN THE FELLSMERE WATER CONTROL DISTRICT AND
FOR TREE REMOVAL SERVICES**

This Agreement (“Agreement”) is effective as of the 9TH day of January 2025 by and between:

Fellsmere Water Control District, a local unit of special-purpose government created and existing pursuant to Chapter 298, *Florida Statutes*, being situated entirely within Indian River County, Florida, and whose mailing address 109 N. Willow Street, Fellsmere, Florida 33410 (“District”); and

_____, a Florida corporation, whose address is _____ (hereinafter "Contractor", together with District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates and maintains certain canals (“Canals”) located within the boundaries of the District; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide tree removal services for the Canals; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide tree removal services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional tree removal services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A** for the Canals as further described in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF TREE REMOVAL SERVICES. The Contractor will provide tree removal services for the Canals within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform the Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the Services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager or his or her designee to act as its representative.

- (2) Upon request by the District Manager or his or her designee, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor _____ and No Cents (\$_____.00) for the Services. The term of this Agreement shall be from February 1, 2025 through September 30, 2025 unless terminated earlier by either party in accordance with the provisions of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

C. In no event, however, shall Contractor be liable for incidental, special, punitive or exemplary damages in connection with this Agreement, even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or

impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement without cause by providing sixty (60) days' written notice of termination to the District. The Contractor can terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Fellsmere Water Control District
109 N. Willow Street
Fellsmere, FL 32948
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor:
Attn:

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day,

the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Indian River County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Mark D. Mathes** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)571-0640, MMATHES@FELLSMEREWATERCONTROLDISTRICT.ORG, OR AT 109 N. WILLOW STREET, FELLSMERE, FL 32938.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate

in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 31. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, Florida Statutes, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 32. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

FELLSMERE WATER CONTROL DISTRICT

Secretary / Assistant Secretary

President, Board of Supervisors

Witness

By: _____

Print: _____

Its: _____

Print Name of Witness

Exhibit A: Scope of Services

EXHIBIT A

Scope of Services

107TH AVENUE WEST OF COMMUNITY ROAD – FALLEN AUSTRALIAN PINES

A bank of Australian Pines has fallen across the ditch/canal along the north side of 107th Avenue west of Community Road. Contractor is to 1) remove all fallen trees and 2) cut all remaining broken trees flush with ground and remove. Any large exposed stumps from fallen trees may remain if such stump is located outside of ditch slopes (on top of bank). Removal of debris shall be to a legal site not on Fellsmere Water Control District owned lands.

107TH AVENUE WEST OF COMMUNITY ROAD – LEANING OAK

An Oak Tree is leaning across the ditch/canal along the north side of 107th Avenue west of Community Road and is touching a residential service power line. Contractor is to remove the entire tree cut flush with ground. Removal of debris shall be to a legal site not on Fellsmere Water Control District owned lands.

109 NORTH WILLOW STREET – PRUNE ALL SITE TREES AND REMOVE DEAD OR DANGEROUS TREES

General tree care at the District Office/Shop to include tree removal 6 trees and pruning of 10 trees and 10 palms and removal of approximately four sapling trees/palms/nuisance shrubs,

Remove

14" Oak (leaning over fence)
 14" Oak (severely damaged adjacent to fence)
 14" Oak (severely damaged adjacent to fence)
 8" Oak (severely damaged adjacent to fence)
 Palm (approx.. 8' clear trunk)
 Dead Pine (approx.. 40' tall)
 Sapplings (multiple sapplings on site to be removed)

Trim

Dead/Broken Limbs (various size limbs are broken or dead) from all trees and trim all palms (approximately 10 palms and 10 trees)

ESTIMATE

ORCHID ISLAND PROPERTY
 MANAGEMENT II, INC.
 PO BOX 701416
 WABASSO, FL 32970

orchidislandpm2@gmail.com
 772-228-9833



Bill to
 Fellsmere Water Control District

Ship to
 Fellsmere Water Control District

Estimate details

Estimate no.: 22-2008
 Estimate date: 12/17/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Flush Cut Pine	141st St. - removal of Pines to top of ditch bank - flush cut all down about 1/4 mile	1	\$0.00	\$0.00
2.		LBR/General	(1) trimmer & (2) ground - daily charge	1	\$1,200.00	\$1,200.00
3.		Hauling of Debris	Hauling of debris - approximately - only charged for actual loads hauled	10	\$300.00	\$3,000.00
4.		Debris	Debris charges - if IRC Landfill charges a fee for the weight when we unload - this will be added to the final invoice	1	\$0.00	\$0.00
Total						\$4,200.00

Accepted date

Accepted by

ESTIMATE

**ORCHID ISLAND PROPERTY
MANAGEMENT II, INC.**
PO BOX 701416
WABASSO, FL 32970

orchidislandpm2@gmail.com
772-228-9833



Bill to
Fellsmere Water Control District

Ship to
Fellsmere Water Control District

Estimate details

Estimate no.: 22-2009
Estimate date: 12/17/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Flush Cut Pine	141st St. - removal of Pines to top of ditch bank - flush cut all down about 1/4 mile	1	\$0.00	\$0.00
2.		LBR/General	(2) Trimmers & (5) ground - daily charge	1	\$2,400.00	\$2,400.00
3.		Hauling of Debris	Hauling of debris - approximately - only charged for actual loads hauled	10	\$300.00	\$3,000.00
4.		Debris	Debris charges - if IRC Landfill charges a fee for the weight when we unload - this will be added to the final invoice	1	\$0.00	\$0.00
Total						\$5,400.00

Accepted date

Accepted by

ESTIMATE

**ORCHID ISLAND PROPERTY
MANAGEMENT II, INC.**

PO BOX 701416
WABASSO, FL 32970

orchidislandpm2@gmail.com
772-228-9833



Bill to

Fellsmere Water Control District

Ship to

Fellsmere Water Control District

Estimate details

Estimate no.: 22-2007

Estimate date: 12/17/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Flush Cut	107th St - (1) Lg Oak inside ditch bank - flush cut down and haul away - debris charge included	1	\$850.00	\$850.00
2.		Flush Cut Pine	107th St. - (1) fallen Pine across ditch - remove/flush cut and haul away - debris charge included	1	\$500.00	\$500.00
Total						\$1,350.00

Accepted date

Accepted by

Prepared by and upon recording, should be returned to:

Jonathan Johnson, Esq.
Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

NON-EXCLUSIVE EASEMENT

This NON-EXCLUSIVE EASEMENT (this "Agreement") is made as of _____, 202_, by and between _____, whose address is _____ ("Grantor") and FELLSMERE WATER CONTROL DISTRICT, a special-purpose government created pursuant to Chapter 298, Florida Statutes, whose address is c/o _____, ("Grantee").

RECITALS:

1. Grantor is the fee simple owner of that certain parcel of real property located in Indian River County, Florida, more particularly depicted and described on Exhibit "A" attached hereto ("Easement Area") over which the Grantee must traverse, cross or access in order to install, construct, monitor, maintain, operate, repair and replace Grantee's existing or planned water control facilities ("Grantee's Responsibilities").

2. Grantor desires to grant to Grantee a non-exclusive easement over the Easement Area, to allow for ingress and egress over the Easement Area in order for Grantee to fulfill Grantee's Responsibilities.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals; Exhibits. The above statements are true and correct and, along with all exhibits attached hereto, are incorporated herein by this reference. Grantor and Grantee may sometimes be referred to herein as a "Party" or collectively as the "Parties".

2. Grant of Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, and its Authorized Users (as hereinafter defined), a non-exclusive appurtenant easement over, under and across the Easement Area for the purposes of fulfilling Grantee's Responsibilities. As used in this Agreement, "Authorized Users" shall mean all Grantee's agents, contractors, professional staff, consultants, suppliers, representatives, and providers of services.

3. Term. This non-exclusive easement shall be perpetual and shall run with the land.

4. Sovereign Immunity. Nothing herein shall constitute or be construed as a waiver of the Grantee's sovereign immunity protections and limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

5. Beneficiaries of Easement Rights. The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and its Authorized Users.

6. Permitting and Construction. If applicable, Grantor agrees to fully cooperate with Grantee and sign any necessary applications or other filings as owner of the Easement Area in connection with Grantee's use of such easement, if requested by Grantee, provided that Grantor shall incur no expense in doing so.

7. Miscellaneous Provisions.

- (a) Notice. Notices given or served pursuant hereto or in connection herewith, must be in writing, and may be given either by (i) certified mail and shall be deemed delivered on the third (3rd) business day after such notice, properly addressed and with postage prepaid, is deposited in the United States mail; or (ii) by personal delivery or overnight delivery, charges prepaid, and shall be deemed delivered when actually received (or delivery is refused) by the Party to whom it is addressed. Such notices shall be given to the Parties hereto at the addresses set forth in the preamble. Any Party hereto may, at any time by giving five (5) days' written notice to the other Party hereto, designate any other Party or address in substitution of any foregoing Party or address to which such notice shall be given.
- (b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- (c) Further Assurances. The Parties hereto agree to execute any and all further instruments and documents and take all such action as may be reasonably required by any Party hereto to effectuate the terms, provisions and intent of this Agreement.
- (d) Amendment. This Agreement may not be amended or modified in any respect except by further agreement in writing duly executed by the Parties hereto, or their respective successors or permitted assigns.
- (e) Severability. If any of the provisions of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the persons or situations other than those as to which it shall

have been invalid or unenforceable, shall not be affected thereby and shall continue to be valid and be in force to the fullest extent permitted by law.

- (f) Captions. The headings and captions in this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of the intent of this Agreement.
- (g) Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the Party or Parties may require.
- (h) Applicable Law. The validity of this Agreement and all of its terms and provisions as well as rights and duties of the Parties hereunder, shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for any action involving this Agreement shall lie in Indian River County, Florida.
- (i) Covenants Running with the Land. Subject to the provisions of Section 3, above, it is intended that the terms, covenants and conditions set forth in this Agreement shall be construed as both covenants and conditions and that they shall run with the land and be affirmatively enforceable against the Parties hereto, and any successor and assign hereof, and shall continue to be an easement and covenants benefiting, binding, and running with the land.
- (j) Counterparts. This Agreement may be executed in counterparts; all such counterparts together being deemed a single document.
- (k) Enforcement. In the event of a default by either Party or their successors or assigns under this Agreement, the non-defaulting Party shall deliver to the defaulting Party written notice specifying the default, and the defaulting Party shall have twenty (20) days to remedy the same, failing which the non-defaulting Party shall be entitled to seek damages, specific performance, injunctive relief, and any other legal or equitable remedy on account of such default, provided that each Party hereby waives the right to seek and recover punitive, special and/or consequential damages.
- (l) Jury Trial Waiver. The Parties each knowingly, voluntarily and intentionally waive any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to this Agreement including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either Party which in any way relate to this Agreement. The

Parties have specifically discussed and negotiated for this waiver and understand the legal consequences of it.

- (m) Attorneys' Fees. In the event of any dispute arising under this Agreement, the prevailing Party in such action shall be entitled, in addition to all other relief granted or awarded by the court, to a judgment for its reasonable attorneys' and paralegals' fees and costs incurred by reason of such action and all costs of mediation, arbitration, suit at both the trial and appellate levels, and any bankruptcy action. This provision shall survive any termination of this Agreement or the rights granted hereby.
- (n) Restoration Obligations. Grantee shall repair and restore any property within the Easement Area that is damaged by the Grantee to a clean and safe condition. Grantee shall not be obligated to restore any property to a substantially similar condition as existed prior to commencement of Grantee's performance of Grantee's Responsibilities. Clean and safe shall mean free of debris and free of any excavations landward of the top of bank. If maintenance of Grantee facilities results in the removal of muck or weeds, the Grantee shall dispose of said muck and weeds within the first five feet of the landward top of bank.
- (o) Obstruction of Access. Grantor shall not construct, plant or create any impediment, such as fences, as to obstruct or prevent access over, under and across the Easement Area for the purposes of fulfilling Grantee's Responsibilities. Any existing fences or other obstructions will be relocated outside of Easement Area at Grantee's expense.
- (p) Storage of Materials. In no event shall Grantor, its employees, agents, licensees, invitees, contractors and subcontractors use the Easement Area for the storage of construction or debris materials, vehicles, supplies, tools and equipment, the erection of temporary construction buildings, storage sheds and shelters.

[Signatures begin on following page.]

[Signature page to Easement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

Witness: _____
Print Name: _____
Address: _____

By: _____
Name: _____
Its: _____

Witness: _____
Print Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 202_, by _____(GRANTOR), who is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public, State of _____
Printed Name: _____
My Commission Expires: _____

[Signature page to Easement]

Signed, sealed and delivered
in the presence of:

GRANTEE:

FELLSMERE WATER CONTROL DISTRICT,
a special-purpose government created
pursuant to Chapter 298, Florida Statutes

Witness: _____
Print Name: _____
Address: _____

By: _____
Name: _____
Its: President

Witness: _____
Print Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this ____ day of _____, 202_, by _____, as
President of the Fellsmere Water Control District, on behalf of the District, who is personally
known to me or has produced _____ as
identification.

[Notary Seal]

Notary Public, State of Florida
Printed Name: _____
My Commission Expires: _____

EXHIBIT "A"

EASEMENT AREA

Parcel ID: _____

196.199 Government property exemption.—

(1) Property owned and used by the following governmental units shall be exempt from taxation under the following conditions:

(a) All property of the United States shall be exempt from ad valorem taxation, except such property as is subject to tax by this state or any political subdivision thereof or any municipality under any law of the United States.

(b) All property of this state which is used for governmental purposes shall be exempt from ad valorem taxation except as otherwise provided by law.

(c) All property of the several political subdivisions and municipalities of this state or of entities created by general or special law and composed entirely of governmental agencies, or property conveyed to a nonprofit corporation which would revert to the governmental agency, which is used for governmental, municipal, or public purposes shall be exempt from ad valorem taxation, except as otherwise provided by law.

¹(d) All property of municipalities is exempt from ad valorem taxation if used as an essential ancillary function of a facility constructed with financing obtained in part by pledging proceeds from the tax authorized under s. 212.0305(4) which is upon exempt or immune federal, state, or county property.

(2) Property owned by the following governmental units but used by nongovernmental lessees shall only be exempt from taxation under the following conditions:

²(a) Leasehold interests in property of the United States, of the state or any of its several political subdivisions, or of municipalities, agencies, authorities, and other public bodies corporate of the state shall be exempt from ad valorem taxation and the intangible tax pursuant to paragraph (b) only when the lessee serves or performs a governmental, municipal, or public purpose or function, as defined in s. 196.012(6). In all such cases, all other interests in the leased property shall also be exempt from ad valorem taxation. However, a leasehold interest in property of the state may not be exempted from ad valorem taxation when a nongovernmental lessee uses such property for the operation of a multipurpose hazardous waste treatment facility.

(b) Except as provided in paragraph (c), the exemption provided by this subsection shall not apply to those portions of a leasehold or other interest defined by s. 199.023(1)(d), Florida Statutes 2005, subject to the provisions of subsection (7). Such leasehold or other interest shall be taxed only as intangible personal property pursuant to chapter 199, Florida Statutes 2005, if rental payments are due in consideration of such leasehold or other interest. All applicable collection, administration, and enforcement provisions of chapter

199, Florida Statutes 2005, shall apply to taxation of such leaseholds. If no rental payments are due pursuant to the agreement creating such leasehold or other interest, the leasehold or other interest shall be taxed as real property. Nothing in this paragraph shall be deemed to exempt personal property, buildings, or other real property improvements owned by the lessee from ad valorem taxation.

(c) Any governmental property leased to an organization which uses the property exclusively for literary, scientific, religious, or charitable purposes shall be exempt from taxation.

(3) Nothing herein or in s. [196.001](#) shall require a governmental unit or authority to impose taxes upon a leasehold estate created, extended, or renewed prior to April 15, 1976, if the lease agreement creating such leasehold estate contains a covenant on the part of such governmental unit or authority as lessor to refrain from imposing taxes on the leasehold estate during the term of the leasehold estate; but any such covenant shall not prevent taxation of a leasehold estate by any such taxing unit or authority other than the unit or authority making such covenant.

(4) Property owned by any municipality, agency, authority, or other public body corporate of the state which becomes subject to a leasehold interest or other possessory interest of a nongovernmental lessee other than that described in paragraph (2)(a), after April 14, 1976, shall be subject to ad valorem taxation unless the lessee is an organization which uses the property exclusively for literary, scientific, religious, or charitable purposes.

(5) Leasehold interests in governmental property shall not be exempt pursuant to this subsection unless an application for exemption has been filed on or before March 1 with the property appraiser. The property appraiser shall review the application and make findings of fact which shall be presented to the value adjustment board at its convening, whereupon the board shall take appropriate action regarding the application. If the exemption in whole or in part is granted, or established by judicial proceeding, it shall remain valid for the duration of the lease unless the lessee changes its use, in which case the lessee shall again submit an application for exemption. The requirements set forth in s. [196.194](#) shall apply to all applications made under this subsection.

(6) No exemption granted before June 1, 1976, shall be revoked by this chapter if such revocation will impair any existing bond agreement.

(7) Property which is originally leased for 100 years or more, exclusive of renewal options, or property which is financed, acquired, or maintained utilizing in whole or in part funds acquired through the issuance of bonds pursuant to parts II, III, and V of chapter 159, shall be deemed to be owned for purposes of this section.

(8)(a) Any and all of the aforesaid taxes on any leasehold described in this section shall not become a lien on same or the property itself but shall constitute a debt due and shall be recoverable by legal action or by the issuance of tax executions that shall become liens upon any other property in any county of this state of the taxpayer who owes said tax. The sheriff of the county shall execute the tax execution in the same manner as other executions are executed under chapters 30 and 56.

(b) Nonpayment of any such taxes by the lessee shall result in the revocation of any occupational license of such person or the revocation, upon certification hereunder by the property appraiser to the Department of State, of the corporate charter of any such domestic corporation or the revocation, upon certification hereunder by the property appraiser to the Department of State, of the authority of any foreign corporation to do business in this state, as appropriate, which such license, charter, or authority is related to the leased property.

(9) Improvements to real property which are located on state-owned land and which are leased to a public educational institution shall be deemed owned by the public educational institution for purposes of this section where, by the terms of the lease, the improvement will become the property of the public educational institution or the State of Florida at the expiration of the lease.

(10) Notwithstanding any other provision of law to the contrary, property held by a port authority and any leasehold interest in such property are exempt from ad valorem taxation to the same extent that county property is immune from taxation, provided such property is located in a county described in s. 9, Art. VIII of the State Constitution (1885), as restated in s. 6(e), Art. VIII of the State Constitution (1968).

History.—s. 11, ch. 71-133; s. 1, ch. 76-283; s. 1, ch. 77-174; ss. 1, 2, ch. 80-368; s. 4, ch. 82-388; s. 13, ch. 83-215; s. 30, ch. 85-342; s. 1, ch. 86-141; s. 61, ch. 86-152; s. 81, ch. 88-130; s. 47, ch. 91-45; s. 160, ch. 91-112; s. 1, ch. 96-288; s. 1, ch. 96-323; s. 9, ch. 2006-312; s. 1, ch. 2012-32; s. 26, ch. 2012-193.

¹**Note.**—Section 33, ch. 2012-193, provides that “[s]ections 24, 25, 26, and 32 of this act shall take effect upon this act becoming a law and shall first apply to ad valorem tax rolls for 2012.”

²**Note.**—

A. Section 2, ch. 2012-32, provides that “[t]he amendment to s. 196.199, Florida Statutes, made by this act shall take effect upon this act becoming a law and shall apply retroactively to all governmental leaseholds in existence as of January 1, 2011. This section is intended to be remedial in nature and does not create a right to a refund or require any

governmental entity to refund any tax, penalty, or interest remitted to the Department of Revenue before the effective date of this act.”

B. Section 25, ch. 2012-32, provides that:

“(1) The executive director of the Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under ss. 120.536(1) and 120.54(4), Florida Statutes, for the purpose of implementing this act.

“(2) Notwithstanding any provision of law, such emergency rules shall remain in effect for 6 months after the date adopted and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.”

**FELLSMERE WATER CONTROL DISTRICT
MONTHLY FINANCIAL REPORT
NOVEMBER 2024**

45

	Annual Budget 10/1/24 - 9/30/25	Year To Date Actual 10/1/24 - 11/30/24	Actual Nov-24
REVENUES			
Carry Forward	125,825	350,000.00	350,000.00
Tax Revenue	713,055	138,698.87	138,698.87
Revenue Other	12,500	4,566.10	4,566.10
Interest Income	1,800	0.00	0.00
Direct Bill	56,139	0.00	0.00
Tax Collector Fee	(10,597)	0.00	0.00
Discounts For Early Payments	(21,194)	0.00	0.00
Total Revenues	\$ 877,528	\$ 493,264.97	\$ 493,264.97
ADMINISTRATIVE EXPENDITURES			
5002 · Website management	2,200	\$ -	\$ -
5003 · Miscellaneous	2,500	\$ 604.50	\$ -
5013 · Legal & Professional	16,000	\$ 600.00	\$ -
5014 · Insurance (Gen Liability)	18,000	\$ 17,154.00	\$ -
5015 · Engineering	20,000	\$ 12,716.00	\$ 7,882.80
5016 · Audit Fee	12,200	\$ -	\$ -
5017 · Management Fee	2,000	\$ 2,000.00	\$ -
5018 · Bank Service Charges	250	\$ -	\$ -
5019 · Conversion Consultant	0	\$ -	\$ -
5037 - Transportaton	2,500	\$ 323.25	\$ 229.45
5053 · Prop Appraiser Fees	1,800	\$ 1,800.00	\$ -
5054 · Tax Collector Fees	500	\$ -	\$ -
5074 · Property Taxes	950	\$ 964.77	\$ -
5076 · Licenses, Permits	675	\$ 175.00	\$ -
5077 - Memberships	2,000	\$ -	\$ -
5078 · Advertising	1,500	\$ 231.36	\$ -
5079 · Postage	750	\$ -	\$ -
5082 - Maintenance Bldg. & grounds	4,800	\$ 520.00	\$ -
5083 · Utilities	4,200	\$ 657.51	\$ 31.07
5086 · Telephone	4,200	\$ 154.00	\$ -
5090 · Office Supplies	2,000	\$ 1,416.12	\$ -
5091 · Payroll processing fee	1,400	\$ 255.46	\$ 203.14
5111 Labor-District Manager	100,000	\$ 19,230.75	\$ 7,692.30
5121 Payroll Taxes	7,500	\$ 1,471.16	\$ 588.47
5122 State Retirement	37,520	\$ 12,058.73	\$ 2,655.38
5123 Workers Comp	2,000	\$ 4,068.98	\$ -
5124 Group Med, Life Ins.	38,600	\$ 5,045.22	\$ 5,008.23
Total Administrative Expenditures	\$ 286,045	\$ 81,446.81	\$ 8,346.46
TOTAL MAINTENANCE EXPENDITURES (Details On Page 2)	\$ 591,483	\$ 151,052.25	\$ 52,058.93
Total Expenditures	\$ 877,528	\$ 232,499.06	\$ 60,405.39
EXCESS/ (SHORTFALL)		\$ 645,029	
Debt Payments	\$ -	\$ -	\$ -

Available Funds As Of 9/30/24	\$ 75,657.34
Money Market Transfers since 9/30/24	\$ 350,000.00
Tax Revenue + Other Deposits through 11/30/24	\$ 143,264.97
Expenses through 11/30/24	\$ 232,499.06
Available Funds (Checking) as of 11/30/24	\$ 336,423.25
Available Funds (Money Market) as of 11/30/24	\$ 280,517.23

46

**Monthly Manager's Report
Fellsmere Water Control District
November 2024**

Administration – Continued transition entailing vendors, reporting requirements, office set-up. SDS is no longer being used except in unique situations where their historical knowledge may be required. Continued review of historic and current files. Organized second meeting with existing organized community group on 11/21/24. Processed mowing contract with vendor. Obtained draft demand letter and draft easement from District Attorney. Received two pipe replacement permits for District Manager action. Comments received from Carter for prior month project permit (Marian Estates) and released to Applicant. Email sent to City of Fellsmere on FWCD request for additional ROW along Ditch 17 for Marian Estates. Prescriptive Easement legal research received from District Attorney.

Issues encountered – Due to required Board action to be signatory on checks, bills held for payment in November as change was not completed. Website still not under FWCD control due to payment issues. All should be resolved by end of December. Email unable to send to main internet providers such as gmail, bellsouth, etc due to weak protections under old SDS server. This will be resolved once website is under FWCD control. Printing large batches and oversized sheets is not available from office printer. Will use a printer vendor for large batch and oversized prints (agendas). Prescriptive Easement research indicates that the District does not have such rights. Obtaining easements is important. Finally, tree budget will not be sufficient to address needs across District.

Direction Desired – None. Draft easement to be on January 2025 Board agenda.

Operation/Maintenance - Rob cleaned ditches. He was out due to illness and vacation for nearly two weeks. District Manager inspected a number of ditches and met with landowners about their concerns. Continued to coordinate with contractors performing Park, Main and Lat U work. Lateral U and Main Canal are now 100% complete. Park Lateral still on hold due to permit request from FDEP. Resolution requires services of environmental professional. Have reached out to an available firm for quote. Ditches cleaned include U1 and U2 (partial). See copy of Ditch Maintenance Log showing where the machine worked and for what purpose. Met with Comm. Adams and new IRC PW Director and summarized FWCD duties and current issues and noted ditch cleaning covering road material used by County.

Issues Encountered – Since Prescriptive Easement is not legally valid, easements are required to access certain ditches that are now blocked by gate or debris (since ditch takes up 30 to 35 feet of ROW). Draft easement to be on January 2025 Board agenda. A concerted effort is needed to ensure access to all portions of the sublaterals including the need for additional funds for tree clearing. Attempted to address ditch cleaning covering road material with County grading staff assigned to Fellsmere area. The spare road material placed as a windrow along top of bank will be covered by the deposit of the ditch muck/weeds. This good road dirt will no longer then be available for use on the roads by the County or residents.

Direction Desired – None. Will address funding needs with next budget.

Operation/Capital

No capital projects or capital purchase this month.

Next Month

Administration: Notice to Proceed on mowing contract

Finalize financial tracking system

Process change of designated Secretary & Treasurer and Designated Agent

Continue to work on change of Public Depository

Initial meetings with adjacent WCD for BMP and piggyback contracts – continued from November

Additional meeting with County ditch maintenance covering road material

Initial meeting with City for partnership opportunities.

Operation Maintenance: Continue to clean sublaterals under priority set by District Manager

Resolve Park Lateral issue.

Continue ditch inspections.

Operation Capital – no anticipated actions.

47

**Monthly Manager's Report
Fellsmere Water Control District
December 2024**

Administration – Transition is complete except control of website, which was held up due to payment issues. With receipt of FWCD credit card, this can now be resolved. Transition of vendors is complete, but some may still have old contact, which will be resolved as they come to light. Office set-up is largely done. SDS is no longer being used except in unique situations where their historical knowledge may be required, for example, as part of the current audit. Continued review of historic and current files. Continued meeting with existing organized community group on 12/18/24. Processed mowing contract with vendor – start date in early January. Issued a demand letter for failed culvert and resulting permit application. Identified a second demand letter requirement – to be issued in early January. Received one new drainage permit for District Manager action. Prepared January Board meeting packet and released draft to Board Members. Met with numerous tree removal vendors to obtain quotes for first round of tree removal. District Manager was out for extended Christmas break.

Issues encountered – Website still not under FWCD control due to payment issues - to be resolved by end of December/early January. Email unable to send to main internet providers such as gmail, bellsouth, etc due to weak protections under old SDS server. This will be resolved once website is under FWCD control. Used printer vendor for large batch and oversized prints (agendas). Prescriptive Easement research indicates that the District does not have such rights. Obtaining easements is important.

Direction Desired – None. Draft easement to be on January 2025 Board agenda.

Operation/Maintenance - Rob cleaned ditches 87 and repaired washout on Railroad ditch. See copy of Ditch Maintenance Log showing where the machine worked and for what purpose. He was out due to vacation for nearly two weeks. District Manager inspected a number of ditches. Continued to coordinate with contractors performing Park Lateral work. Lateral U and Main Canal are now 100% complete. Park Lateral still on hold due to permit request from FDEP. Obtained services of environmental professional for processing required permit. Received follow-up email from IRC PW Director acknowledging need for road graders to avoid pushing spoil material into the FWCD ditches.

Issues Encountered – Since Prescriptive Easement is not legally valid, easements are required to access certain ditches that are now blocked by gate or debris (since ditch takes up 30 to 35 feet of ROW). Draft easement to be on January 2025 Board agenda. A concerted effort is needed to ensure access to all portions of the sublaterals including the need for additional funds for tree clearing. Attempted to address ditch cleaning covering road material with County grading staff assigned to Fellsmere area. The spare road material placed as a windrow along top of bank will be covered by the deposit of the ditch muck/weeds. This good road dirt will no longer then be available for use on the roads by the County or residents.

Direction Desired – None.

Operation/Capital

No capital projects or capital purchase this month.

Next Month

Administration: Notice to Proceed on tree removal contract
Continue to refine financial tracking system
Continue to work on change of Public Depository
Initial meetings with adjacent WCD for BMP and piggyback contracts – continued from November
Initial meeting with City for partnership opportunities – may hold for CM to become permanent.

Operation Maintenance: Continue to clean sublaterals under priority set by District Manager
Resolve Park Lateral issue.
Continue ditch inspections.

Operation Capital – no anticipated actions.

Main Canal & Lateral U

- Project is 100% complete
- Final Invoice processed.

Park Lateral

- Canal bank has been mulched.
- Canal profile is complete with completed portion experiencing some areas requiring additional work.
- Top bank dressing not started – value of work is remaining portion of contract.
- Canal washouts repaired – no change order requested.
- Fallen trees into canal cleaned at request of District as additional services – \$2,200 additional services.
- Project on HOLD due to FWC requirement for Disturbed Land Permit to address presence of gopher tortoises
- Three options to clear FWC hold.
 1. Process permit now and pay penalty
 2. Process permit in 18 months
 3. Place project on hold until next desired maintenance and process permit then.

District Manager recommends Option 3 - place project on hold until next desired maintenance and process permit then. This will save all permit fines as well as final cost to complete. Since work has addressed the critical canal flow impediments, the dressing of the top of bank can easily be deferred and addressed as the first task in the next cleaning cycle. A gopher tortoise survey would be required prior to work and any active burrows relocated or avoided (25' buffer).

Option 2 is a variant on Option 3 in that the permit penalties are avoided but the work is done in 18 months instead of the next maintenance cycle (5 to 10 years). Since the District is in a tight budget year and since the critical maintenance items are done, there is no real value in expending funds in 18 months that could just as easily be expended in 5 to 10 years. A gopher tortoise survey would be required prior to work and any active burrows relocated or avoided (25' buffer).

Option 1 would allow the project to be done under the current contract but will require a permit penalty for having cleared without first addressing potential gopher tortoises. Given the near 20 acres of clearing and using FWC standards for gopher burrows per acre, the total potential burrows could reach 80 of which 40 would be assumed to have been occupied at time of clearing. The permit fine is \$5,000 per active burrow. The reasons provided against Option 2 are applicable here.

- Final completion dependent on option chosen and potential FWC permitting.

ADMINISTRATION	2025	2026	2027	2028	2029	
Discounts For Early Payments	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	allowed by law - will change as assessments change
Tax Collector Fee	\$ 14,261	\$ 14,261	\$ 14,261	\$ 14,261	\$ 14,261	allowed by law - will change as assessments change
Payroll Processing Fee	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	Paymaster to ensure compliance
Property Appraiser Fees	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	required by law
Annual Assessment Roll	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	required by law
Audit Fees	\$ 12,400	\$ 12,600	\$ 12,800	\$ 13,000	\$ 13,200	required by law - increase for inflation
Property Taxes	\$ 900	\$ -	\$ -	\$ -	\$ -	will process exemption
Licenses/Permits	\$ 675	\$ 700	\$ 725	\$ 750	\$ 775	required by law - increase for inflation
Transportation - Admin	\$ 1,500	\$ 1,600	\$ 1,700	\$ 1,800	\$ 1,900	mile reimbursement for travel
Maintenance Buildings & Grounds	\$ 4,800	\$ 4,900	\$ 5,000	\$ 5,100	\$ 5,200	increase for inflation
Labor - Manager	\$ 103,000	\$ 106,300	\$ 109,900	\$ 112,000	\$ 115,000	increase for 3% standard raise
State Retirement - Managr	\$ 35,556	\$ 36,695	\$ 37,937	\$ 38,662	\$ 39,698	increase for 3% standard raise
Workers Comp - Manager	\$ 4,120	\$ 4,252	\$ 4,396	\$ 4,480	\$ 4,600	increase for inflation
Med/Life Insurance - Manager	\$ 38,000	\$ 35,000	\$ 32,000	\$ 35,000	\$ 38,000	decrease for family to spouse - increase for inflation
Engineering	\$ 75,000	\$ 75,000	\$ 20,000	\$ 20,000	\$ 20,000	WCP update and then hold steady
Legal and Professional	\$ 16,000	\$ 24,000	\$ 24,000	\$ 16,000	\$ 16,000	required by law - increase for inflation
Legal Advertising	\$ 1,500	\$ 1,500	\$ 1,600	\$ 1,600	\$ 1,700	required by law - increase for inflation
Office Supplies	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	place holder
Postage	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	place holder
Miscellaneous	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	place holder
Reserves	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	fund till reserve balance meets desired level
Telephone	\$ 4,200	\$ 4,300	\$ 4,400	\$ 4,500	\$ 4,600	historic level increase for inflation
Utilities	\$ 6,500	\$ 6,600	\$ 6,700	\$ 6,800	\$ 6,900	historic level increase for inflation
Bank Service Charge	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	place holder
Conversion Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	fund if needed as part of district split
Memberships	\$ 2,000	\$ 2,200	\$ 2,400	\$ 2,600	\$ 2,800	Special District Association
Insurance - Admin	\$ 18,500	\$ 19,000	\$ 19,500	\$ 20,000	\$ 20,500	property/liability
Website Management	\$ -	\$ -	\$ 2,500	\$ -	\$ -	three year contract
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 477,234	\$ 537,230	\$ 488,142	\$ 434,876	\$ 443,456	

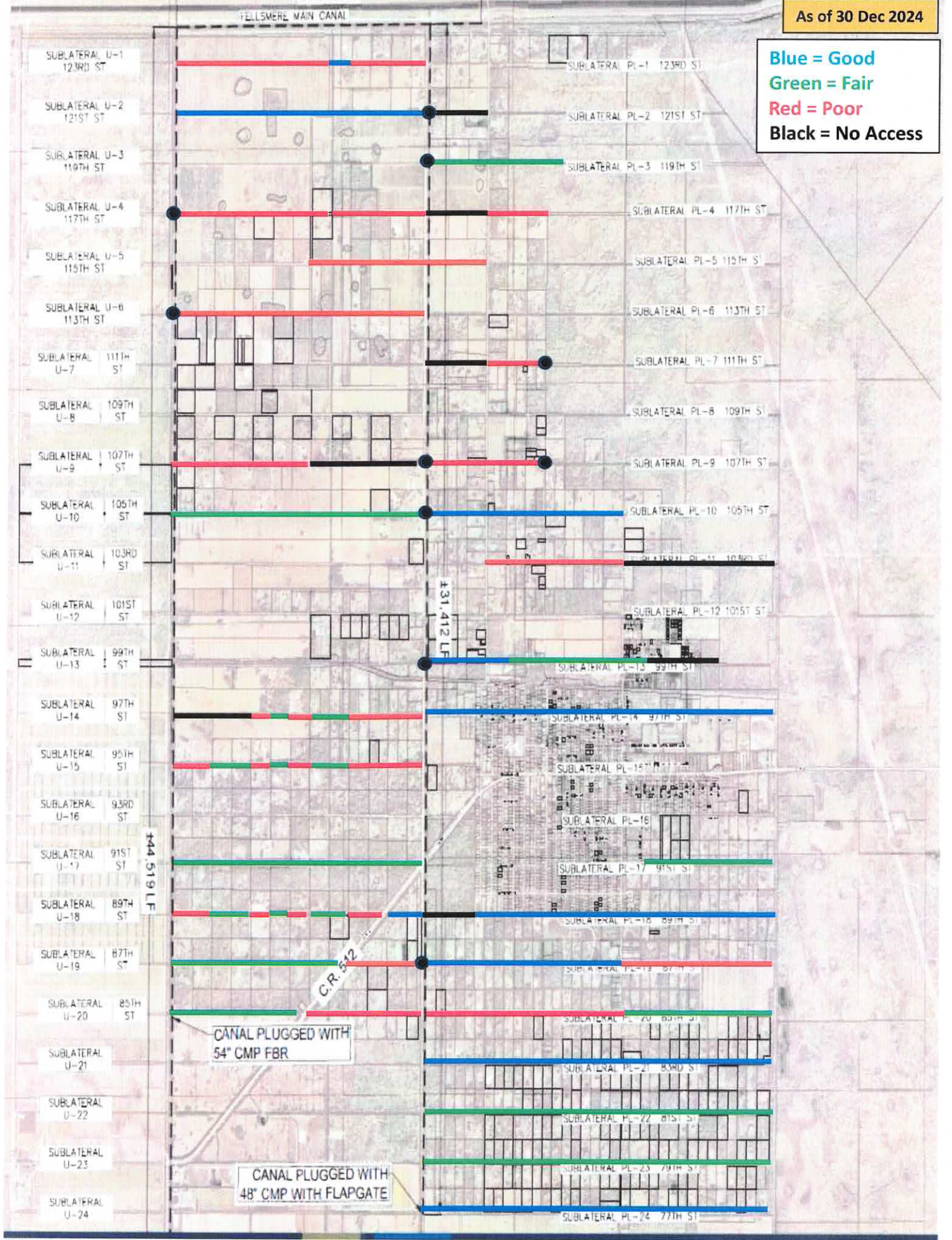
	25	26	27	28	29	
MAINTENANCE EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	
<i>Contract Services</i>	\$ -	\$ -	\$ -	\$ -	\$ -	
Canal Aerial Spraying	\$ 50,000	\$ 53,000	\$ 56,000	\$ 60,000	\$ 63,000	one time per year - increase for inflation
Ditch Spraying	\$ 30,000	\$ 32,000	\$ 34,000	\$ 36,000	\$ 38,000	one time per year - increase for inflation
Ditch Mowing	\$ 21,000	\$ 22,000	\$ 23,000	\$ 24,000	\$ 25,000	one time per year - increase for inflation
Mulching/Tree Removal	\$ 30,000	\$ 35,000	\$ 40,000	\$ 45,000	\$ 50,000	Fund until all ditches are accessible
Ditch Cleaning (contractor)	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	use contract 1/4-time after Machine Lease expires
Water Testing	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	maintain until it can be deleted
Contract Services Subtotal	\$ 133,200	\$ 144,200	\$ 155,200	\$ 317,200	\$ 328,200	

<i>Ditch Maintenance</i>	\$ -	\$ -	\$ -	\$ -	\$ -	
Contract/Mechanical - Lease	\$ 70,150	\$ 70,150	\$ 70,150	\$ -	\$ -	Fund until machine lease expires
Equipment R & M	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	\$ -	Fund until machine lease expires
Supplies/Services	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	\$ -	Fund until machine lease expires
Gas & Oil - Maint.	\$ 4,500	\$ 4,500	\$ 4,500	\$ -	\$ -	Fund until machine lease expires
Labor/Equipment Operations	\$ 63,000	\$ 65,000	\$ 68,000	\$ -	\$ -	Fund until machine lease expires
Payroll Taxes - Maint.	\$ 5,000	\$ 5,100	\$ 5,300	\$ -	\$ -	Fund until machine lease expires
State Retirement - Maint.	\$ 20,000	\$ 21,000	\$ 22,000	\$ -	\$ -	Fund until machine lease expires
Workers Comp - Maint.	\$ 3,000	\$ 3,100	\$ 3,200	\$ -	\$ -	Fund until machine lease expires
Group Med/Life Insurance - Maint.	\$ 19,800	\$ 20,000	\$ 22,000	\$ -	\$ -	Fund until machine lease expires
Ditch Maintenance-Personnel Subtotal	\$ 189,950	\$ 193,350	\$ 199,650	\$ -	\$ -	
TOTAL MAINTENANCE EXPENDITURES	\$ 323,150	\$ 337,550	\$ 354,850	\$ 317,200	\$ 328,200	

TOTAL EXPENDITURES	\$ 800,384	\$ 874,780	\$ 842,992	\$ 752,076	\$ 771,656
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West - pumped basin	\$ 181,349	\$ 204,147	\$ 185,494	\$ 165,253	\$ 168,513
East - gravity basin	\$ 561,059	\$ 607,749	\$ 595,989	\$ 531,929	\$ 546,735
Direct Bill -	\$ 57,976	\$ 62,883	\$ 61,509	\$ 54,894	\$ 56,408
	\$ 800,384	\$ 874,780	\$ 842,992	\$ 752,076	\$ 771,656

ASSESSMENT					
West	16.7030	18.8029	17.0848	15.2205	15.5208
East	35.0098	37.9233	37.1895	33.1921	34.1160
Direct Bill	36.2350	39.3021	38.4431	34.3089	35.2550



Blue = Good
Green = Fair
Red = Poor
Black = No Access

CANAL PLUGGED WITH
54" CMP FBR

CANAL PLUGGED WITH
48" CMP WITH FLAPGATE

Date	Ditch	Location	Work Description	Notes
10/8	D-18	START AT E END	CLEANING	
10/8	99th	E OF BABCOCK	Repair Washout	AND CLEAN PRIOR GRASS
10/9	D-18	E of Willow	CLEANING	TOP OFF CAT BEFORE
10/11	D-18	E Willow	CLEANING	also west cleaning DEBRIS
10/14	D-18	W of Willow	CLEANING	AND Debris removal
10/15	D-18	E of Willow	"	
10/16	D-18	W of Willow	CLEANING	
10/17	18	W of Willow	"	
10/18	18	West	"	Come in early to haul trash
10/22	18	EAST	"	
10/23	18/16	EAST	"	Also repair washout 16
10/24	2	West of Plat	CLEANING	
10/25	2	"	"	
11/7	2	"	"	also checked US 46 on lat C
11/8	2	"	"	
11/12	2	"	"	
11/13	2	"	"	
11/14	2	"	"	
11/15	2	"	"	also met with exterminator
11/18	2	"	"	South Side
11/19	2	"	"	and 2 hand inspections on
11/20	1			
11/21	1	E of P-1A		CLEAN & UNPLUG PIPE
12/2	19	E of Willow	CLEAN	2 Places Australian Pines Are over the ditch ON D-19 W of Willow
12/3	19	E of Willow	"	
12/4	19	W of Willow	"	
12/5	19	"	"	
12/6	19	"	AND went to To Cat For DEF Fluid	

DITCH - use FWCD ditch #

LOCATION - use U for west of Park Lat.
 use PLW for west of Babcock
 use PLE for east of Babcock

WORK DESCRIPTION - use
 washout, bolckage, cleaning, or
 some other description

Date	Ditch	Location	Work Description	Notes
12/9			Went Home Sick	
12/10			Sick	
12/11			Came in Had to Dr	
12/12			Sick	
12/13			Finished 19	West of Willow
12/16	RR		Dug out Pipe	met with Wayne
12/17	RR			About Replacing

LOCATION - use U for west of Park Lat.
 use PLW for west of Babcock
 use PLE for east of Babcock

WORK DESCRIPTION - use
 washout, bolckage, cleaning, or
 some other description

DITCH - use FWCD ditch #

FELLSMERE WATER CONTROL DISTRICT

c/o Special District Services, Inc., 2501A Burns Rd., Palm Beach Gardens, FL 33410
District Engineer: George Simons, P.E. georges@carterassoc.com (772) 562-4191
District Manager: B. Frank Sakuma, Jr. CDM bsakuma@sdsinc.org (772) 571-0640
772-571-0203 fax

Application for Utilities and Connection to District or Use of Facilities

DATE: _____ Permit # _____ (leave blank if unknown)

APPLICANT INFORMATION: Name: _____
Address: _____

Authorized Agent and Title: _____
Telephone Number: _____

PROPOSED CONNECTION USE OF: (check appropriate box or boxes)	NON-Refundable
Culvert connection to District canal for irrigation or drainage.	\$250.00
Pump connection to District canal for irrigation or drainage.	\$400.00
Culvert and /or control structure in District canal for crossing and/or water storage.	\$250.00
UTILITIES:	\$250.00 to \$1,000.00

Plus additional Engineering or Legal Review costs

Circle one or more: Electric, Telephone, Gas, Cable, Water, Sewer, Other (specify)

C. LOCATION: TRACT # _____ SECTION ____ TOWNSHIP _____ RANGE ____ CANAL # __
Other appropriate description: _____
Property I.D. Parcel No. _____
Attach drawing to show details (include acreage to be served)

D. DETAILS OF PROPOSED CONSTRUCTION: (Give diameter and length of culvert, diameter and rated capacity of pump; height and width of riser or other details on water control structure including cross sections.)

E. Special Conditions: (for District use only)

F. Estimated date of Construction: _____
Estimated date of Completion: _____

G. As the Applicant for permit, I represent and agree that as a permit condition, the use of, or construction within, the right-of-way of the Fellsmere Water Control District will be in accordance with the details of the approved sketch and/or permit conditions shown hereon, supporting this Application; and if any changes are required, all changes are required to be cleared with the District and additional hourly rate charges will apply to changes as well as violations. (Conditions on back)

Signed: _____ Date: _____
Applicant

(For District's Use Only)

Application approved by: _____ District Manager FWCD
Application Approved By: _____ Carter Associates, District Engineer

Date of Approval: _____ Expiration date of Permit _____

Permission, when granted will be subject to the standard provisos set forth on the reverse hereof which may also include additional hourly rate changes. Application subject to all other permitting agencies approval.

AGENDA SUMMARY

54

SUBJECT: State Park control of stormwater runoff

REQUESTED ACTION: Discussion

REASON: The State Park is obligated by Interlocal Agreement with the FWCD to reduce outflows from the State Park by at least 10%. The State had six years from purchase in 1999 to develop such plan. A plan was indeed provided to the FWCD meeting this deadline. Unfortunately, no apparent action has been taken on this draft plan.

At the November 13, 2024 FWCD Board meeting, the Board directed staff to reach out to SJRWMD to begin this discussion again since so much time had passed. Mr. Nelson, Board President, reached out to Doug Bournique to discuss the issue and a tentative plan was developed to utilize the fire road project as a means to address both the need for a fire lane for park visitor and staff safety as well as the 10% reduction required by the purchase agreement.

The SJRWMD must now resubmit the permit application for the Fire Road using a reduced pipe size and further addressing the need for some berm control of ditch overflow to ensure that flooding does not simply bypass the pipe and re-enter the ditch. The goal being to allow more time for water to be absorbed into the park lands to reduce off-site flows.

The revised permit application will be reviewed by the District Engineer for final recommendation to the Board.

Separate from the physical plan, the State Park lands are in the District boundary but not paying any assessment. With or without the implementation of a reduced flow plan, the State Park will be draining water into the FWCD system. Direction from the Board is required as to whether the State Park should begin to be assessed (and have votes equal to their acreage) or if the State Park will be removed from the District in a future amendment. The acreage of the State Park in the District is approximately 2,450 acres. The gravity basin is approximately 15,000 acres and the pumped basin is approximately 19,000 acres. The District Manager recommends the State be levied a non-ad valorem assessment at full charge. An argument can be made for a reduced fee equal to the percent reduction of flow entering the FWCD system.

ATTACHMENTS: