

AGENDA
FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
November 13, 2024
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. September 12, 2024 Regular Board Meeting	Page 2
F. Old Business	
1. Change Order for Park Lateral Canal Cleaning	Page 5
G. New Business	
1. Ratification of Past Actions	
2. Reasolution No. 2024-01 - Change of Bank Signors	Page 8
3. Resolution No. 2024/2025-02 – Assigning District Manager as Records Custodian	Page 9
4. Declare Surplus Office Equipment and authorize disposal	Page 10
5. Resolution No. 2024/2025-03 - Adopting a Fiscal Year 2023/2024 Amended Budget	Page 11
6. Approval of Mowing Vendor for Sublaterals	Page 14
H. Manager's Matters	
1. Financials [October 24; September 24; FY23/24 Year End]	Page 28
2. September/October 2024 Manager's Report	Page 53
3. Status of Canal Maintenance Contracts	Page 55
4. Amendments to Fiscal Year 2024/2025 Budget	Page 57
5. Status of Ditch Inspections	Page 59
6. Discussion Regarding City Sublateral Maintenance	
7. Inaugural Citizens Committee meeting minutes	Page 62
8. Status of SDS Transition	
9. State Park Stormwater Runoff	Page 72
I. Attorney's Matters	
J. Comments from the Public	
K. Board Member Comments	
L. Adjourn	



Florida

GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Fellsmere Water Control Dist
Fellsmere Water Control Dist
109 N Willow ST
Fellsmere FL 32948-5336

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

10/25/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/25/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$117.64	
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PO #:	Reg Board Mtg Nov 13	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

FELLSMERE WATER CONTROL DISTRICT NOTICE OF REGULAR BOARD MEETING

NOTICE IS HEREBY GIVEN that the Board of Supervisors ("Board") of the Fellsmere Water Control District ("District") will hold a Regular Board Meeting ("Meeting") on November 13, 2024, at 5:30 p.m. in the City of Fellsmere Auditorium located at 22 S. Orange Street, Fellsmere, Florida 32948.

The purpose of the Regular Board Meeting is for the Board to address any business which may lawfully & properly come before the Board.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when Board Members or District Staff may participate by speaker telephone. A copy of the Agenda for the meeting may be obtained from the District's website

(www.fellsmerewatercontroldistrict.org) or by contacting the District Manager at (772) 571-0640.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

FELLSMERE WATER CONTROL DISTRICT
www.fellsmerewatercontroldistrict.org

PUBLISH:
INDIAN RIVER PRESS JOURNAL
10/25/2024 #10704260

KAITLYN FELTY
Notary Public
State of Wisconsin

**FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING MINUTES
SEPTEMBER 12, 2024**

A. CALL TO ORDER

The Regular Board Meeting of the Fellsmere Water Control District (“District”) of September 12, 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 May 1, 2024, as legally required.

C. ESTABLISH QUORUM

Mr. Sakuma stated that the attendance of Supervisors Greg Nelson and John Kurtz constituted a quorum, and it was in order for the meeting to proceed.

Also in attendance were: District Managers Frank Sakuma and Stephanie Brown of Special District Services, Inc.; District Attorney Jonathan Johnson of Kutak Rock LLP (by phone); and District Engineers George Simons, P.E. and Frank Watanabe, P.E. of Carter Associates.

D. ADDITIONS OR DELETIONS TO THE AGENDA

- Discussion of November Regular Board Meeting Date

E. APPROVAL OF MINUTES

1. August 5, 2024, Regular Board Meeting Minutes

Mr. Kurtz made a **motion**, seconded by Mr. Nelson, and passed unanimously, approving the August 5, 2024, Regular Board Meeting Minutes, as amended.

F. OLD BUSINESS

1. Discussion Regarding May 11, 2017, Annual Meeting Minutes

Mr. Kurtz stated that the May 11, 2017, Annual Meeting Minutes show when the allocation began for the East and West parcels as well as provided some history on the percentage of residents who paid assessments.

G. NEW BUSINESS

1. Discussion of District Management

Mr. Nelson discussed the transition of District management from Special District Services, Inc to Mark Mathes as the new District Manager. Mr. Nelson stated that a decision was made to move forward with more hands-on management and extended an offer to Mr. Mathes. Mr. Nelson expressed his gratitude to Mr. Sakuma and Ms. Brown for their service.

Mr. Mathes requested a motion from the Board accepting the District Management contract employment terms.

Mr. Kurtz made a **motion**, seconded by Mr. Nelson, and passed unanimously approving the District management contract employment terms for Mark Mathes (*FRS Position-Superintendent Plant & Operations; \$100,000/yr.; full employee benefits; 3 weeks leave/yr.; start date 9/9/2024*).

2. Status of the Water Control from the Buffer Preserve

St. John's Water Management District are in the process of actively reviewing their records for actions taken within the Buffer Preserve. They are treating it as a records request and will respond accordingly.

3. Update of the Lateral Cleaning and Maintenance

Mr. Simons updated the Board on the progress of the three large District projects and responded to questions from the Board and those in attendance.

4. Discussion of November Regular Board Meeting Date

Mr. Mathes asked if the Board would consider moving the November meeting date to November 13th. Mr. Kurtz made a **motion**, seconded by Mr. Nelson, and passed unanimously changing the November meeting date to November 13th, 5:30 pm, at the City Hall location and directing notice of publication.

H. ADMINISTRATIVE MATTERS

1. Financials

Mr. Sakuma noted that the financials were included in the Board package.

2. Attorney

There was no Attorney's Report

3. Manager

There was no Manager's Report.

I. COMMENTS FROM THE PUBLIC

The following individuals submitted comment cards and addressed the Board: John Savage, Mary Kay Lantz, Karen Ledford, Katina Kauffman, Mark Kopecky, Tonya & Zac Coletti and Christine Hall.

J. BOARD MEMBERS COMMENTS

Mr. Kurtz expressed his gratitude to the residents for attending the meeting.

K. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 7:14 p.m.
There were no objections.

Secretary/Assistant Secretary

President/Vice-President

AGENDA SUMMARY

SUBJECT: Change Order #2 for Prince Land Inc. to compensate additional handling of material for placement along SJRWMD right-of-way.

REQUESTED ACTION: Approve.

REASON: The amount of material removed from the Main Canal far exceeded original estimates or the ability to place the material on the slope banks. After coordination with SJRWMD, the material will be placed on the SJRWMD right-of-way on the north side of the Fellsmere Grade. The material, once dry, may be used by the District or SJRWMD for general fill needs.

FINANCIAL IMPACT: See attached change order form.

ADMINISTRATIVE IMPACT: None beyond processing change order.

OPERATIONAL IMPACT: None, however, the stock[pile of fill may provide value in the future.

ATTACHMENTS:

1. Change Order #2 form
2. Request for change order from Prince Land, Inc.

Change Order

No. 2

Date of Issuance: 11/13/2024

Effective Date: 11/13/2024

Project: FWCD – Main Canal Maintenance

Owner: Fellsmere Water Control District.

Owner's Contract No.: N/A

Contract FWCD – Lateral U Maintenance

Date of Contract: 4/30/2024

Contractor: Prince Land, Inc.

Engineer's Project No.: FL3572-9009.107-3

2654 SE Willoughby Blvd. Stuart, FL 34994

The Contract Documents are modified as follows upon execution of this Change Order:

Description: The amount of material removed near Park Lateral intersection was extensively greater than estimated requiring additional disposal area than slope banks. The change order provides the funds required to haul the material to the new disposal area.

Attachments: (List documents supporting change): 1. Request for change order for additional cost of material hauling and placement.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 290,324.50

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A:

\$ 35,217.00

Contract Price prior to this Change Order:

\$ 255,107.550

[Increase] [Decrease] of this Change Order:

\$ 5,500.00

Contract Price incorporating this Change Order:

\$ 260,607.550

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): 8/31/2024

Ready for final payment (days or date): 10/30/2024

[Increase] [Decrease] from previously approved Change Orders

No. N/A to No. N/A: 0 days

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 8/31/2024

Ready for final payment (days or date): 10/30/2024

[Increase] [Decrease] of this Change Order: 60 days from 8/31/2024

Substantial completion (days or date): 10/30/2024

Ready for final payment (days or date): 11/30/2024

Contract Times with all approved Change Orders:

Substantial completion (days or date): 10/30/2024

Ready for final payment (days or date): 11/30/2024

RECOMMENDED: Carter Associates

ACCEPTED: FWCD

ACCEPTED: Prince Land, Inc.

By: _____

Engineer (Authorized Signature)

By: _____

Owner (Authorized Signature)

By: _____

Contractor (Authorized Signature)

BY: George A. Simons, P.E.

BY: Frank Sakuma

BY: Bruce Prince

Date: _____

Date: _____

Date: _____



PROJECT NO: 24-220

CHANGE ORDER

TO: Blew Bayour Services
1420 SE Federal Hwy
Ste 102
Stuart, FL 34994

CHANGE ORDER NO: 24-220-02
DATE: October 16, 2024
PROJECT: Fellsmere Canal

Redirection of work based off available FWCD Funds:

Dirt Relocation @ flat access road and the top of the bank	1.00	LS	\$	5,500.00	\$	5,500.00
------------------------------------------------------------	------	----	----	----------	----	----------

CHANGE ORDER TOTAL:

\$ 5,500.00

THE PARTIES HEREBY AGREE to modify the Contract by Change Order, which becomes part of the contract.
All work is to be performed under the terms and conditions of the contract unless otherwise agreed in writing.
Facsimile signatures are binding as originals.

Prince Land, Inc.

By: Daniel Chrost

Title: CFO

Accepted By:

By: _____

Name: _____

Title: _____

RESOLUTION 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.

Whereas, the Fellsmere Water Control District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 298, Florida Statutes, and situated entirely within Indian River County, Florida; and

Whereas, the District has hired Mark D. Mathes as District Manger/Supervisor to replace Special District Services in such role; and

Whereas, the District has an established local bank account for the District; and

Whereas, the District’s Board of Supervisors desires to appoint Mark D. Mathes, District Manager/Supervisor, and Board Members, Richard Carnell, Greg Nelson, and John Kurtz, as signors on the account and to rescind all prior signors.

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

Section 1. Mark D. Mathes, Greg Nelson, Richard Carnell, and John Kurtz shall be appointed as signors on the account.

Section 2. All prior authorizations of signors on the account are hereby rescinded.

Section 3. This Resolution shall take effect upon passage and shall remain in effect unless rescinded or repealed.

Passed and adopted this 13th day of November 2024.

Attest:

Secretary

Fellsmere Water
Control District

President, Board of Supervisors

RESOLUTION 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.

Whereas, the Fellsmere Water Control District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 298, Florida Statutes, and situated entirely within Indian River County, Florida; and

Whereas, the District has hired Mark D. Mathes as District Manager/Supervisor to replace Special District Services in such role; and

Whereas, the District’s Board of Supervisors desires to appoint Mark D. Mathes, District Manager/Supervisor, as the Public Records Custodian and to rescind all prior appointments.

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

Section 1. Mark D. Mathes shall be appointed the Public Records Custodian

Section 2. All prior appointments are hereby rescinded.

Section 3. This Resolution shall take effect upon passage and shall remain in effect unless rescinded or repealed.

Passed and adopted this 13th day of November 2024.

Attest:

Secretary

Fellsmere Water
Control District

President, Board of Supervisors

List of Surplus Office Equipment

Logi computer mouse
Epson GT550 Printer
Staples 22406 (LK-6500) Printer
Brother Intellifax 750
Brookstone Fan
Panasonic KX-DT343 Phone (4 each)
Micro PC Surge Protector
Dell Computer Speakers
IBM Keyboard SN3096823
IBM Monitor
Brother SX4000 Typewriter
Sound Mixer
Soho 250 – Sonic Wall
Microsoft Keyboard
Other Keyboard & Mouse (2)
Elite PC CPU
Elite PC Monitor
HP PC dvd1250
Unifi Wifi Extender
Seagate Switch Box SN98F2A2-500
Epson FX1170 Printer
Minolta 361 FAX
Packard Bell PC CPU
Water Dispenser IE12C05846

RESOLUTION NO. 2024/2025-03

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.

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 2023/2024 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 13th day of November, 2024.

ATTEST:

**FELLSMERE
WATER CONTROL DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

AMENDED FINAL BUDGET
FELLSMERE WATER CONTROL DISTRICT
ADMINISTRATIVE EXPENDITURES
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	ANNUAL BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
REVENUES			
Tax Revenue	529,849	568,370	568,370
Revenue Other	0	11,069	11,069
Interest Income	1,800	31,787	31,787
Direct Bill	0	46,400	46,400
Total Revenues	\$ 531,649	\$ 657,626	\$ 657,626
ADMINISTRATIVE EXPENDITURES			
Contingency	0	0	0
Conversion Consultant	0	7,778	7,778
Legal and Professional	10,000	18,523	18,523
Management Fees	72,000	72,000	72,000
Audit Fees	11,000	12,000	12,000
Engineering	24,000	161,867	161,867
Website Management	3,000	3,000	3,000
Office Supplies	1,000	1,987	1,987
Miscellaneous - General Admin	0	2,548	2,548
Postage	150	2,593	2,593
Insurance - General Admin	13,500	16,809	16,809
Transportation - General Admin	1,100	218	218
Licenses/Permits	0	175	175
Memberships	2,790	2,000	2,000
Legal Advertising	900	1,547	1,547
Maintenance Buildings and Grounds	2,300	4,713	4,713
Utilities	4,000	6,184	6,184
Telephone	4,500	1,541	1,541
Property Taxes	850	892	892
Property Appraiser Fees	0	1,800	1,800
Payroll Processing Fee	0	1,321	1,321
Assessment Roll Preparation	500	500	500
Bank Service Charge	0	617	617
Reserve	500	20,000	0
Total Administrative Expenditures	\$ 152,090	\$ 340,613	\$ 320,613
TOTAL MAINTENANCE EXPENDITURES	\$ 347,660	\$ 1,219,123	\$ 1,219,123
(Details On Page 2)			
Total Expenditures	\$ 499,750	\$ 1,559,736	\$ 1,539,736
EXCESS/ (SHORTFALL)	\$ 31,899	\$ (902,110)	\$ (882,110)
Debt Payments	0	0	0
Balance	\$ 31,899	\$ (902,110)	\$ (882,110)
Discounts For Early Payments	(21,194)	(19,142)	(19,142)
Tax Collector Fee (2% of Tax Revenue)	(10,597)	(855)	(855)
NET EXCESS/ (SHORTFALL)	\$ 108	\$ (922,107)	\$ (902,107)
Fund Balance As Of 9/30/23	\$ 1,048,683		
Fiscal Year 2023/2024 Activity	\$ (902,107)		
Fund Balance As Of 9/30/24	\$ 146,576		

AMENDED FINAL BUDGET
FELLSMERE WATER CONTROL DISTRICT
MAINTENANCE EXPENDITURES
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	ANNUAL BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
MAINTENANCE EXPENDITURES			
<u>Contract Services</u>			
Aerial Spraying	45,000	13,780	13,780
Contract/Mechanical	60,000	100,556	100,556
Canal/Ditch Spraying	94,000	0	0
Canal/Ditch Mowing	37,600	20,000	20,000
Water Testing	2,200	6,929	6,929
<u>Ditch Maintenance</u>			
Labor/Equipment Operations - Ditch Maintenance	56,860	62,957	62,957
Payroll Taxes - Ditch Maintenance	5,000	4,816	4,816
State Retirement - Ditch Maintenance	9,200	19,956	19,956
Workers Comp - Ditch Maintenance	2,300	2,298	2,298
Group Med/Life Insurance - Ditch Maintenance	19,800	22,683	22,683
Equipment R & M - Ditch Maintenance	1,000	2,144	2,144
Supplies/Services - Ditch Maintenance	2,500	97	97
Gas & Oil - Ditch Maintenance	4,500	0	0
Insurance - Ditch Maintenance	0	20	20
Transportation - Ditch Maintenance	3,700	4,018	4,018
Ditch Maintenance - Other (Canal - PL2, Etc.)	4,000	122,458	122,458
Main Canal Project - Prince Land (Estimated Cost: \$255,108)	0	179,505	179,505
Park Lateral Project - Clear Zone (Estimated Cost: \$496,132)	0	298,901	298,901
Lateral U Project - Blue Goose (Contract: \$430,244)	0	358,005	358,005
Total Maintenance Expenditures	\$ 347,660	\$ 1,219,123	\$ 1,219,123

**AGREEMENT BETWEEN THE FELLSMERE WATER CONTROL DISTRICT AND A
QUALITY BUSHOG SERVICES, INC. FOR MOWING SERVICES**

This Agreement ("Agreement") is effective as of the _____ day of _____ 2024
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 is 2501A Burns Road, Palm Beach Gardens, Florida 33410 ("District"); and

A Quality Bushog Services, Inc., a Florida corporation, whose address is 6426 Apache Blvd, Loxahatchee, FL 33470 (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 mowing services for the Canals; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide mowing 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 mowing 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 MOWING SERVICES. The Contractor will provide mowing 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 Twenty Thousand Dollars and No Cents (\$20,000.00) for the Services. The term of this Agreement shall be from October 1, 2024 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

A QUALITY BUSHOG SERVICES, INC.

Witness

By: _____

Print: _____

Its: _____

Print Name of Witness

Exhibit A: Scope of Services

EXHIBIT A

Scope of Services

Total miles of Sub-Lateral Ditches to be mowed is approximately 57.05 miles.

PARK LATERAL SUB-LATERALS

Mow to a height not more than 6" the near side ditch bank and top of bank along the following Park Lateral Sublateral ditches that are accessible. Distances are approximate.

Street	Sub-Lateral	From – To	Distance
77 th	PL-24	East Boundary to Park Lateral	2.30 miles
79 th	PL-23	East Boundary to Park Lateral	2.30 miles
81 st	PL-22	East Boundary to Park Lateral	2.30 miles
83 rd	PL-21	East Boundary to Park Lateral	2.30 miles
85 th	PL-20	East Boundary to Park Lateral	2.30 miles
87 th	PL-19	East Boundary to Park Lateral	2.30 miles
89 th	PL-18	East Boundary to Park Lateral	2.30 miles
99 th	PL-13	East Boundary to Park Lateral	1.93 miles
101 st	PL-12	East Boundary to Park Lateral	1.93 miles
103 rd	PL-11	East Boundary to Park Lateral	1.67 miles
105 th	PL-10	East Boundary to Park Lateral	1.55 miles
107 th	PL-9	East Boundary to Park Lateral	0.91 miles
109 th	PL-8	East Boundary to Park Lateral	0.78 miles
111 th	PL-7	East Boundary to Park Lateral	0.78 miles
113 th	PL-6	East Boundary to Park Lateral	0.78 miles
115 th	PL-5	East Boundary to Park Lateral	0.78 miles
117 th	PL-4	East Boundary to Park Lateral	0.51 miles
119 th	PL-3	East Boundary to Park Lateral	0.51 miles
121 st	PL-2	East Boundary to Park Lateral	0.51 miles
123 rd	PL-1	East Boundary to Park Lateral	1.29 miles
		TOTAL	30.03 miles

See next page for continuation

EXHIBIT A
continued
Scope of Services

Mow to a height not more than 6" the near side ditch bank and top of bank along the following Lateral U Sublateral ditches that are accessible. Distances are approximate.

LATERAL U SUB-LATERALS

85 th	U-20	141 st Avenue to Lateral U	1.65 miles
87 th	U-19	141 st Avenue to Lateral U	1.65 miles
89 th	U-18	141 st Avenue to Lateral U	1.65 miles
99 th	U-17	141 st Avenue to Lateral U	1.65 miles
101 st	U-16	141 st Avenue to Lateral U	1.65 miles
103 rd	U-15	141 st Avenue to Lateral U	1.65 miles
105 th	U-14	141 st Avenue to West 0.78 miles	0.78 miles
107 th	U-13	141 st Avenue to West 0.35 miles	0.35 miles
109 th	U-12	141 st Avenue to West 1.14 miles	1.14 miles
111 th	U-9	146 th Avenue to Lateral U	1.65 miles
113 th	U-8	141 st Avenue to Lateral U	1.65 miles
113 th	U-7	141 st Avenue to Lateral U	1.65 miles
113 th	U-6	141 st Avenue to Lateral U	1.65 miles
115 th	U-5	141 st Avenue to Lateral U	1.65 miles
117 th	U-4	141 st Avenue to Lateral U	1.65 miles
119 th	U-3	141 st Avenue to Lateral U	1.65 miles
121 st	U-2	141 st Avenue to Lateral U	1.65 miles
123 rd	U-1	141 st Avenue to Lateral U	1.65 miles
		TOTAL	27.02 miles

Service Proposal

AQUALITY BUSHOG SERVICES INC.

6426 Apache Blvd
Loxahatchee, FL 33470
Phone (561) 333-7777
www.aqualitybushog.com

Customer Name:

Fellsmere Water Control District
PO Box 438
Fellsmere, FL 32948

We hereby propose to furnish the machinery and perform the labor necessary for the completion of bush hog and ditch bank mowing services. Property includes canal tops and one pass on ditch bank mowing, as per map 65miles. Fee is \$21,000.00 per service . We are presently available for the next service in November the same as last year.

Respectfully Submitted: Naomi Pellicone Date: 10-14-24

Accepted and Approved:

1. Service excludes small machine, string trimming, blowing, debris removal.
2. Pricing subject to fuel surcharge or change due to increase in parts and labor.
3. Lien proceedings will be conducted on non payment prior to forty five days
4. This proposal may be withdrawn by us if not accepted within thirty days.
5. The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature: _____ Date: _____

Fellsmere
Water Control District

**Financial Report For
October 2024**

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

	Annual Budget 10/1/24 - 9/30/25	Actual Oct-24	Year To Date Actual 10/1/24 - 10/31/24
REVENUES			
Tax Revenue	713,054	0	0
Revenue Other	0	0	0
Interest Income	1,800	1,019	1,019
Direct Bill	56,139	0	0
Total Revenues	\$ 770,993	\$ 1,019	\$ 1,019
ADMINISTRATIVE EXPENDITURES			
Legal and Professional	12,000	0	0
Management Fees	74,160	2,000	2,000
Audit Fees	12,000	0	0
Engineering	50,500	0	0
Website Management	3,000	0	0
Office Supplies	1,000	1,416	1,416
Miscellaneous - General Admin	250	392	392
Postage	250	0	0
Insurance - General Admin	18,500	17,154	17,154
Transportation - General Admin	500	0	0
Licenses/Permits	0	0	0
Memberships	2,790	175	175
Legal Advertising	900	0	0
Maintenance Buildings and Grounds	2,300	420	420
Utilities	4,000	74	74
Telephone	4,500	5	5
Property Taxes	850	0	0
Property Appraiser Fees	0	0	0
Assessment Roll Preparation	500	0	0
Reserve	100,000	0	0
Bank Service Charges	0	3	3
Payroll Processing Fee	0	255	255
Total Administrative Expenditures	\$ 288,000	\$ 21,894	\$ 21,894
TOTAL MAINTENANCE EXPENDITURES (Details On Page 2)	\$ 440,210	\$ 118,549	\$ 118,549
Total Expenditures	\$ 728,210	\$ 140,443	\$ 140,443
EXCESS/ (SHORTFALL)	\$ 42,783	\$ (139,424)	\$ (139,424)
Debt Payments	0	0	0
Balance	\$ 42,783	\$ (139,424)	\$ (139,424)
Tax Collector Fee	(14,261)	0	0
Discounts For Early Payments	(28,522)	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (139,424)	\$ (139,424)

Bank Balance As Of 10/31/24	\$ 329,893.85
Accounts Payable As Of 10/31/24	\$ -
Due To Florida Retirement System As Of 10/31/24	\$ 22,744.89
Accounts Receivable As Of 10/31/24	\$ -
Designated For Contingency As Of 10/31/24	\$ 300,000.00
Available Funds As Of 10/31/24	\$ 7,148.96

Notes:

Deferred Inflow Pension As Of 10/31/24: \$66,177 - Deferred Outflow Pension As Of 10/31/24: \$46,328 - Net Pension Liability: \$178,337

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

	Annual Budget	Actual	Year To Date Actual
MAINTENANCE EXPENDITURES	10/1/24 - 9/30/25	Oct-24	10/1/24- 10/31/24
<u>Contract Services</u>			
Aerial Spraying	20,000	0	0
Contract/Mechanical - Lease	70,150	0	0
Canal/Ditch Spraying	45,000	0	0
Canal/Ditch Mowing	20,000	0	0
Sublateral Maintenance	163,000	0	0
Water Testing	2,200	0	0
<u>Ditch Maintenance</u>			
Labor/Equipment Operations - Ditch Maintenance	58,560	18,099	18,099
Payroll Taxes - Ditch Maintenance	5,000	1,385	1,385
State Retirement - Ditch Maintenance	17,000	10,298	10,298
Workers Comp - Ditch Maintenance	4,000	4,069	4,069
Group Med/Life Insurance - Ditch Maintenance	19,800	1,586	1,586
Equipment R & M - Ditch Maintenance	1,000	0	0
Supplies/Services - Ditch Maintenance	2,500	0	0
Gas & Oil - Ditch Maintenance	4,500	2,010	2,010
Insurance - Ditch Maintenance	0	0	0
Transportation - Ditch Maintenance	3,700	0	0
Contingency - Ditch Maintenance	3,800	0	0
Main Canal Project - Prince Land (Estimated Cost: \$255,108)	0	81,102	81,102
Park Lateral Project - Clear Zone (Estimated Cost: \$496,132)	0	0	0
Lateral U Project - Blue Goose (Contract: \$430,244)	0	0	0
Total Maintenance Expenditures	\$ 440,210	\$ 118,549	\$ 118,549

Fellsmere Water Control District
Balance Sheet
As of October 31, 2024

	Operating Fund	General Fixed Assets Fund	Long Term Debt Fund	TOTAL
ASSETS				
Current Assets				
Checking/Savings	329,893.85	0.00	0.00	329,893.85
PNC Bank	329,893.85	0.00	0.00	329,893.85
Total Checking/Savings				
Total Current Assets	329,893.85	0.00	0.00	329,893.85
Other Assets				
Accounts Receivable	0.00	0.00	0.00	0.00
Land	0.00	13,871.00	0.00	13,871.00
Buildings	0.00	202,069.00	0.00	202,069.00
Improvements	0.00	15,225.00	0.00	15,225.00
Equipment	0.00	42,026.00	0.00	42,026.00
Accumulated Depreciation	0.00	-238,523.00	0.00	-238,523.00
Total Other Assets	0.00	34,668.00	0.00	34,668.00
TOTAL ASSETS	329,893.85	34,668.00	0.00	364,561.85
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable	0.00	0.00	0.00	0.00
Accounts Payable	0.00	0.00	0.00	0.00
Total Accounts Payable				
Total Current Liabilities	0.00	0.00	0.00	0.00
Long Term Liabilities				
Long Term Debt	0.00	0.00	0.00	0.00
Total Long Term Liabilities	0.00	0.00	0.00	0.00
Total Liabilities	0.00	0.00	0.00	0.00
Equity				
Retained Earnings	169,318.41	-238,523.00	0.00	-69,204.59
Net Income	-139,424.56	0.00	0.00	-139,424.56
Designated For Contingency	300,000.00	0.00	0.00	300,000.00
Current Year Depreciation	0.00	0.00	0.00	0.00
Investment In Gen Fixed Assests	0.00	273,191.00	0.00	273,191.00
Total Equity	329,893.85	34,668.00	0.00	364,561.85
TOTAL LIABILITIES & EQUITY	329,893.85	34,668.00	0.00	364,561.85

Deferred Inflow Pension As Of 9/230/24: \$66,177 - Deferred Outflow Pension As Of 9/30/24: \$46,328 - Net Pension Liability: \$178,337

Fellsmere Water Control District
Expenditures
October 2024

	Date	Num	Name	Memo	Amount
Expenditures					
4030 Chemical Control					
4033 Gas & Oil					
	10/02/2024	2310649	palmdale oil company llc	diesel	2,010.50
Total 4033 Gas & Oil					<u>2,010.50</u>
4100 Ditch Maintenance					
4140 - Main Canal Project-Prince Land					
	10/31/2024	5	Prince Land, Inc.	pay application 5	55,041.63
	10/31/2024	6	Prince Land, Inc.	pay application 6	26,060.75
Total 4140 - Main Canal Project-Prince Land					<u>81,102.38</u>
4111 Labor-Equip Oper					
	10/15/2024	PR 10/18/24		Payroll 10/18/2024 09/30/24 thru 10/13/24 - salaries	6,033.08
	10/30/2024	PR 11/01/24		Payroll 11/01/2024 10/14/24 thru 10/27/24 - salaries	6,033.08
	10/30/2024	PR 11/01/24		Payroll 11/01/2024 10/14/24 thru 10/27/24 - salaries	6,033.08
Total 4111 Labor-Equip Oper					<u>18,099.24</u>
4121 Payroll Taxes					
	10/15/2024	PR 10/18/24		Payroll 10/18/2024 09/30/24 thru 10/13/24 payroll taxes	461.53
	10/30/2024	PR 11/01/24		Payroll 11/01/2024 10/14/24 thru 10/27/24 payroll taxes	461.53
	10/30/2024	PR 11/01/24		Payroll 11/01/2024 10/14/24 thru 10/27/24 payroll taxes	461.53
Total 4121 Payroll Taxes					<u>1,384.59</u>
4122 State Retirement					
	10/15/2024	PR 10/18/24		Payroll 10/18/2024 09/30/24 thru 10/13/24 - FRS ER expense	1,625.77
	10/30/2024		FI Div of Retirement	October 243031115916	5,420.28
	10/30/2024	PR 11/01/24		Payroll 11/01/2024 10/14/24 thru 10/27/24 - FRS ER expense	1,625.77
	10/30/2024	PR 11/01/24		Payroll 11/01/2024 10/14/24 thru 10/27/24 - FRS ER expense	1,625.77
Total 4122 State Retirement					<u>10,297.59</u>
4124 Group Med, Life Ins.					
	10/01/2024		Blue Cross Blue Shield	October 2024	1,561.80
	10/07/2024		allac	September	78.48
	10/15/2024	PR 10/18/24		Payroll 10/18/2024 09/30/24 thru 10/13/24 - health insurance	-28.95
	10/25/2024		Best Life & Health	Dental insurance	32.44
	10/30/2024	PR 11/01/24		Payroll 11/01/2024 10/14/24 thru 10/27/24 - health insurance	-28.95
	10/30/2024	PR 11/01/24		Payroll 11/01/2024 10/14/24 thru 10/27/24 - health insurance	-28.95
Total 4124 Group Med, Life Ins.					<u>1,585.87</u>
Total 4100 Ditch Maintenance					<u>112,469.67</u>
5000 - General Admin					
5018 - Bank Service Charges					
	10/31/2024			Service Charge	3.00
Total 5018 - Bank Service Charges					<u>3.00</u>

Fellsmere Water Control District
Expenditures
October 2024

	Date	Num	Name	Memo	Amount
5003 · Miscellaneous					
	10/04/2024	101887	ACT Computers	set up of PC	298.00
	10/31/2024	2024-1474	Special District Services	travel	93.80
Total 5003 · Miscellaneous					391.80
5091 · Payroll processing fee					
	10/15/2024	PR 10/18/24		Payroll 10/18/2024 09/30/24 thru 10/13/24 - payroll fee	52.32
	10/30/2024	PR 11/01/24		Payroll 11/01/2024 10/14/24 thru 10/27/24 - payroll fee	52.32
	10/30/2024	PR 11/01/24		Payroll 11/01/2024 10/14/24 thru 10/27/24 - payroll fee	150.82
Total 5091 · Payroll processing fee					255.46
5017 · Management Fee					
	10/31/2024	2024-1474	Special District Services	Management fee Oct 2024	2,000.00
Total 5017 · Management Fee					2,000.00
5008 · Workers Comp					
	10/01/2024	25770	Egis Insurance Advisors	policy # WC100124939 WC 10/1/24 - 10/01/2025	3,926.98
	10/01/2024	25783	Egis Insurance Advisors	policy # WC100123939 additional WC	142.00
Total 5008 · Workers Comp					4,068.98
5014 · Insurance					
	10/01/2024	25350	Egis Insurance Advisors	policy #100124939 10/1/24 - 10/01/2025	17,154.00
Total 5014 · Insurance					17,154.00
5076 · Licenses, Permits					
	10/01/2024	89994	Florida Commerce	Special District fee 2024/2025	175.00
Total 5076 · Licenses, Permits					175.00
5082 · Maint Bldg & Grounds					
	10/01/2024	2024-10-01	Herrera Lawn Care	monthly lawn care	160.00
	10/15/2024	225073-0004	Red Services Solutions	office cleaning	100.00
	10/22/2024	2024-11-01	Herrera Lawn Care	monthly lawn care	160.00
Total 5082 · Maint Bldg & Grounds					420.00
5083 · Utilities					
	10/10/2024	287326384239X101820	AT&T (287326384239)	wireless 10/11/24 - 11/10/24	74.38
Total 5083 · Utilities					74.38
5086 · Telephone					
	10/07/2024	2522815909	AT&T (831-001-2595 734)	10/7/24 - 11/06/24	5.24
Total 5086 · Telephone					5.24
5090 · Office Supplies					
	10/22/2024	102012	ACT Computers	Lenovo ThinkPad	999.00
	10/29/2024		Deluxe for Business	check order (confirmation 603191406)	171.82
	10/31/2024	2024-1474	Special District Services	Office 365	150.00
	10/31/2024	2024-1474	Special District Services	copier charges	63.30
	10/31/2024	2024-1474	Special District Services	meeting books	32.00
Total 5090 · Office Supplies					1,416.12
5000 · General Admin					
					25,963.98
Total Expenditures					140,444.15

Fellsmere
Water Control District

**Financial Report For
September 2024**

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

	Annual Budget 10/1/23 - 9/30/24	Actual Sep-24	Year To Date Actual 10/1/23 - 9/30/24
REVENUES			
Tax Revenue	529,849	16	568,370
Revenue Other	0	169	11,069
Interest Income	1,800	1,538	31,787
Direct Bill	0	0	46,400
Total Revenues	\$ 531,649	\$ 1,723	\$ 657,626
ADMINISTRATIVE EXPENDITURES			
Legal and Professional	10,000	898	18,523
Management Fees	72,000	6,000	72,000
Audit Fees	11,000	0	12,000
Engineering	24,000	6,187	161,867
Website Management	3,000	250	3,000
Office Supplies	1,000	24	1,987
Miscellaneous - General Admin	0	92	2,548
Conversion Consultant (Vogel - WCD To Stewardship)	0	0	7,778
Postage	150	132	2,593
Insurance - General Admin	13,500	0	16,809
Transportation - General Admin	1,100	218	218
Licenses/Permits	0	0	175
Memberships	2,790	0	2,000
Legal Advertising	900	113	1,547
Maintenance Buildings and Grounds	2,300	301	4,713
Utilities	4,000	625	6,184
Telephone	4,500	117	1,541
Property Taxes	850	0	892
Property Appraiser Fees	0	0	1,800
Assessment Roll Preparation	500	500	500
Reserve	500	0	0
Bank Service Charges	0	60	617
Payroll Processing Fee	0	154	1,321
Total Administrative Expenditures	\$ 152,090	\$ 15,671	\$ 320,613
TOTAL MAINTENANCE EXPENDITURES (Details On Page 2)	\$ 347,660	\$ 217,080	\$ 1,219,123
Total Expenditures	\$ 499,750	\$ 232,751	\$ 1,539,736
EXCESS/ (SHORTFALL)	\$ 31,899	\$ (231,028)	\$ (882,110)
Debt Payments	0	0	0
Balance	\$ 31,899	\$ (231,028)	\$ (882,110)
Tax Collector Fee	(10,597)	644	(855)
Discounts For Early Payments	(21,194)	0	(19,142)
NET EXCESS/ (SHORTFALL)	\$ 108	\$ (230,384)	\$ (902,107)

Bank Balance As Of 9/30/24	\$ 693,877.48
Accounts Payable As Of 9/30/24	\$ 230,640.00
Due To Florida Retirement System As Of 9/30/24	\$ 17,324.61
Accounts Receivable As Of 9/30/24	\$ 660.65
Designated For Contingency As Of 9/30/24	\$ 300,000.00
Available Funds As Of 9/30/24	\$ 146,573.52

Notes:

Deferred Inflow Pension As Of 9/230/24: \$66,177 - Deferred Outflow Pension As Of 9/30/24: \$46,328 - Net Pension Liability: \$178,337 - 23/24 Depreciation: \$5,100

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

	Annual Budget	Actual	Year To Date Actual
MAINTENANCE EXPENDITURES	10/1/23 - 9/30/24	Sep-24	10/1/23 - 9/30/24
<u>Contract Services</u>			
Aerial Spraying	45,000	0	13,780
Contract/Mechanical (Caterpillar - Excavator)	60,000	0	100,556
Canal/Ditch Spraying	94,000	0	0
Canal/Ditch Mowing	37,600	0	20,000
Water Testing	2,200	0	6,929
<u>Ditch Maintenance</u>			
Labor/Equipment Operations - Ditch Maintenance	56,860	12,330	62,957
Payroll Taxes - Ditch Maintenance	5,000	943	4,816
State Retirement - Ditch Maintenance	9,200	4,333	19,956
Workers Comp - Ditch Maintenance	2,300	0	2,298
Group Med/Life Insurance - Ditch Maintenance	19,800	0	22,683
Equipment R & M - Ditch Maintenance	1,000	0	2,144
Supplies/Services - Ditch Maintenance	2,500	0	97
Gas & Oil - Ditch Maintenance	4,500	0	0
Insurance - Ditch Maintenance	0	0	20
Transportation - Ditch Maintenance	3,700	352	4,018
Contingency ^{Other} - Ditch Maintenance	4,000	248	122,458
Main Canal Project - Prince Land (Estimated Cost: \$255,108)	0	25,742	179,505
Park Lateral Project - Clear Zone (Estimated Cost: \$496,132)	0	94,866	298,901
Lateral U Project - Blue Goose (Contract: \$430,244)	0	78,266	358,005
Total Maintenance Expenditures	\$ 347,660	\$ 217,080	\$ 1,219,123

**FELLSMERE WATER CONTROL DISTRICT
TAX COLLECTIONS 2023-2024**

#	ID#	PAYMENT FROM	DATE	FOR	Tax Collect Receipts	Interest Received	Commissions Paid	Discount	Net From Tax Collector	O & M Assessment Income (Before Discounts & Fee)	O & M Assessment Income (After Discounts & Fee)
									\$497,950.00	\$529,849.00	\$529,849.00
1		Paid to Indian River County Prop Appraiser	10/02/23	Fees			\$ (1,800.00)		\$ (1,800.00)		\$ (1,800.00)
2	1	Indian River County Tax Collector	11/03/23	NAV Taxes/Interest	\$ 9,538.12	\$ 12.36	\$ (180.74)	\$ (414.25)	\$ 8,955.49	\$ 9,550.48	\$ 8,955.49
3	2	Indian River County Tax Collector	11/09/23	NAV Taxes	\$ 24,012.00		\$ (461.03)	\$ (960.50)	\$ 22,590.47	\$ 24,012.00	\$ 22,590.47
4	3	Indian River County Tax Collector	11/17/23	NAV Taxes	\$ 24,360.00		\$ (108.23)	\$ (974.52)	\$ 23,277.25	\$ 24,360.00	\$ 23,277.25
5	4	Indian River County Tax Collector	11/22/23	NAV Taxes	\$ 37,555.00			\$ (1,502.24)	\$ 36,052.76	\$ 37,555.00	\$ 36,052.76
6	5	Indian River County Tax Collector	12/08/23	NAV Taxes	\$ 118,989.00		\$ (1.15)	\$ (4,759.61)	\$ 114,228.24	\$ 118,989.00	\$ 114,228.24
7	6	Indian River County Tax Collector	12/15/23	NAV Taxes	\$ 236,825.43		\$ (748.85)	\$ (9,421.64)	\$ 226,654.94	\$ 236,825.43	\$ 226,654.94
8	7	Indian River County Tax Collector	12/21/23	NAV Taxes	\$ 3,620.15			\$ (109.17)	\$ 3,510.98	\$ 3,620.15	\$ 3,510.98
9	8	Indian River County Tax Collector	12/29/23	NAV Taxes	\$ 3,541.41			\$ (106.25)	\$ 3,435.16	\$ 3,541.41	\$ 3,435.16
10	9	Indian River County Tax Collector	01/12/24	NAV Taxes	\$ 8,490.16			\$ (254.70)	\$ 8,235.46	\$ 8,490.16	\$ 8,235.46
11	10	Indian River County Tax Collector	01/26/24	NAV Taxes/Interest	\$ 12,564.22	\$ (29.70)		\$ (289.47)	\$ 12,245.05	\$ 12,534.52	\$ 12,245.05
12	Int - 1	Indian River County Tax Collector	01/26/24	Interest		\$ 162.38			\$ 162.38	\$ 162.38	\$ 162.38
13	11	Indian River County Tax Collector	02/16/24	NAV Taxes	\$ 8,425.49			\$ (168.20)	\$ 8,257.29	\$ 8,425.49	\$ 8,257.29
14	12	Indian River County Tax Collector	02/23/24	NAV Taxes	\$ 6,496.00			\$ (68.15)	\$ 6,427.85	\$ 6,496.00	\$ 6,427.85
15	13	Indian River County Tax Collector	03/15/24	NAV Taxes	\$ 9,541.00			\$ (95.41)	\$ 9,541.00	\$ 9,541.00	\$ 9,541.00
16	14	Indian River County Tax Collector	03/28/24	NAV Taxes	\$ 10,980.02			\$ (18.27)	\$ 10,961.75	\$ 10,980.02	\$ 10,961.75
17	15	Indian River County Tax Collector	04/26/24	NAV Taxes	\$ 26,154.22				\$ 26,154.22	\$ 26,154.22	\$ 26,154.22
18	Int - 2	Indian River County Tax Collector	04/26/24	Interest		\$ 54.72			\$ 54.72	\$ 54.72	\$ 54.72
19	16	Indian River County Tax Collector	05/31/24	NAV Taxes	\$ 9,243.52	\$ 211.01			\$ 9,454.53	\$ 9,454.53	\$ 9,454.53
20	17	Indian River County Tax Collector	06/28/24	NAV Taxes/Interest	\$ 4,676.12	\$ 140.28			\$ 4,816.40	\$ 4,816.40	\$ 4,816.40
21	18	Indian River County Tax Collector	06/28/24	NAV Taxes/Interest	\$ 12,006.14	\$ 575.11			\$ 12,581.25	\$ 12,581.25	\$ 12,581.25
22	19	Indian River County Tax Collector	07/26/24	NAV Taxes/Interest	\$ 58.00	\$ 5.15			\$ 63.15	\$ 63.15	\$ 63.15
23	Int - 3	Indian River County Tax Collector	07/26/24	Interest		\$ 82.67			\$ 82.67	\$ 82.67	\$ 82.67
24	20	Indian River County Tax Collector	08/30/24	NAV Taxes/Interest	\$ 58.00	\$ 5.97			\$ 63.97	\$ 63.97	\$ 63.97
25	Int - 4	Indian River County Tax Collector	10/31/24	Interest		\$ 16.31			\$ 16.31	\$ 16.31	\$ 16.31
26	EF	Indian River County Tax Collector	10/31/24	Excess Fees			\$ 644.34		\$ 644.34		\$ 644.34
					\$ 567,134.00	\$ 1,236.26	\$ (2,655.66)	\$ (19,142.38)	\$ 546,667.63	\$ 568,370.26	\$ 546,667.63

\$ 567,134.00	\$ 546,667.63	Note: \$529,849 is 2023/2024 Budgeted assessments before discounts and fees.
\$ 1,236.26	\$ (546,667.63)	\$497,950 is 2023/2024 Budgeted assessments after discounts and fees.
\$ (568,370.26)	\$ -	
\$ -	\$ -	

Fellsmere Water Control District General Fund Trial Balance

As of September 30, 2024

	Sep 30, 24	
	Debit	Credit
1072 · Bill.com Money Out Clearing	0.00	
1003 PNC MONEY MARKET	629,495.40	
boa	0.00	
1002 PNC	64,382.08	
1001 Cash Barnett	0.00	
1001 BOA CHECKING	0.00	
1005 IRFCU	0.00	
1200 · Accounts Receivable	660.65	
1801 · ROU Asset - Finance Lease	0.00	
12000 · Undeposited Funds	0.00	
1005 Petty Cash	0.00	
1015 Other Receivables	0.00	
1020 Interest Receivable	0.00	
1101 Grant Receivable	0.00	
1300 Employee Advance	0.00	
1510 Land	13,871.00	
1520 Land Improvements	15,224.81	
1530 Buildings	202,920.43	
1540 Equipment	44,604.27	
1550	372,871.84	
1550 Accum. Depreciation		611,393.37
01-8122 · A/R Assessment Revenue	0.00	
1006 · PNC-Payroll	2,194.92	
01-8123 · AR Indian River Cty Excess Fees	0.00	
1620 DEFERRED OUTFLOWS PENSION	46,328.00	
1710 Refundable Deposits	0.00	
2000 · Accounts Payable		230,640.00
2050 · Lease Liability - Finance Lease	0.00	
2101 · Payroll Taxes - Liability		0.16
2010 DEFERRED INFLOW PENSION		66,177.00
2009 · Retirement (Due To FRS)		17,324.61
2005 Accounts Payable	0.00	
2006 Due to IRFCU	0.00	
2064 Pay Clring (Accr Wages)	0.00	
IRFCU	0.00	
2100 · Payroll Liabilities	0.00	
2800 NET PENSION LIABILITY		178,337.00
2950 General Fund		218,888.98
2951 Designated For Contingency		300,000.00
2953 General Fixed Asset A/G		44,782.89

Fellsmere Water Control District
General Fund Trial Balance
As of September 30, 2024

	Sep 30, 24	
	Debit	Credit
5000 · General Admin:5053 · Prop Appraiser Fees	1,800.00	
5000 · General Admin:5074 · Property Taxes	892.26	
5000 · General Admin:5076 · Licenses, Permits	175.00	
5000 · General Admin:5077 · Memberships	2,000.00	
5000 · General Admin:5078 · Advertising	1,547.32	
5000 · General Admin:5082 · Maint Bldg & Grounds	4,713.00	
5000 · General Admin:5083 · Utilities	6,183.33	
5000 · General Admin:5086 · Telephone	1,541.30	
5000 · General Admin:5090 · Office Supplies	1,986.36	
5100 · Depreciation Expenditure	5,100.00	
TOTAL	<u>2,957,387.49</u>	<u>2,957,387.49</u>

Fellsmere Water Control District
Expenditures
October 2023 through September 2024

Expenditures	Date	Num	Name	Memo	Amount
4000 Contract Services					
4006 - Canal/Ditch Mowing					
Total 4006 - Canal/Ditch Mowing	11/16/2023	17417	A Quality Bushog Services Inc	right of way mowing and hedge clearing	20,000.00
4002 Aerial Spraying					
Total 4002 Aerial Spraying	04/12/2024	85008	Coastal Air Services	aerial spraying and chemicals	13,780.18
4003 Contract/Mechanical					
Total 4003 Contract/Mechanical	10/27/2023	34542453	Caterpillar Financial Services Corporatio	wheeled hydraulic excavator payment	9,630.45
	11/20/2023	34667188	Caterpillar Financial Services Corporatio	wheeled hydraulic excavator payment	4,726.55
	12/20/2023	34795164	Caterpillar Financial Services Corporatio	wheeled hydraulic excavator payment	4,468.45
	01/14/2024	34926884	Caterpillar Financial Services Corporatio	wheeled hydraulic excavator payment January 2024	4,468.45
	01/19/2024	001-70125528	Caterpillar Financial Services Corporatio	wheeled hydraulic excavator payment	70,149.35
	02/07/2024	347844	Cat Financial	refund of invoices 14692975, 14692976, 14692977	-54,100.18
	02/28/2024		Caterpillar Financial Services Corporatio	wheeled hydraulic excavator payment	61,212.45
Total 4003 Contract/Mechanical					100,555.52
4005 Water Testing					
Total 4005 Water Testing	10/01/2023	2235517699	Pace Analytical Services LLC	sample 11/1/22	470.24
	11/29/2023	2335583040	Pace Analytical Services LLC	sample 11/6/23	874.60
	02/22/2024	2435597641	Pace Analytical Services LLC	sample 01/25/24	4,462.20
	02/27/2024	2435598522	Pace Analytical Services LLC	canal sampling	650.89
	05/24/2024	2435613373	Pace Analytical Services LLC	sample 05/14/24	470.89
Total 4005 Water Testing					6,928.82
4100 Ditch Maintenance					
Total 4100 Ditch Maintenance					141,264.52
4140 - Main Canal Project-Prince Land					
Total 4140 - Main Canal Project-Prince Land	06/25/2024	1	Prince Land, Inc.	pay application 1	79,852.50
	08/06/2024	2	Prince Land, Inc.	pay application 2	25,742.28
	08/20/2024	3	Prince Land, Inc.	pay application 3	48,168.06
	09/30/2024	4	Prince Land, Inc.	pay application 4	25,742.28
Total 4140 - Main Canal Project-Prince Land					179,505.12
4139 - Park Lateral Project-Clear Land					
Total 4139 - Park Lateral Project-Clear Land	06/27/2024	FL3572-9009.107-05 1	Clear Zone Maintenance Inc	Lateral Maintenance pay app 1	15,031.01
	07/31/2024	2	Clear Zone Maintenance Inc	Lateral Maintenance pay app 2	77,908.27
	08/30/2024	3	Clear Zone Maintenance Inc	Lateral Maintenance pay app 3	111,095.46
	09/30/2024	4	Clear Zone Maintenance Inc	Lateral Maintenance pay app 4	94,866.08
Total 4139 - Park Lateral Project-Clear Land					298,900.82
4138 - Lateral U Project-Blue Goose					
Total 4138 - Lateral U Project-Blue Goose	05/25/2024	1694	Blue Goose Construction LLC	Lateral U Maintenance	120,236.47
	06/25/2024	02	Blue Goose Construction LLC	Lateral U Maintenance application 2	16,690.28
	07/25/2024	FL3572-9009.107-5	Blue Goose Construction LLC	Lateral U Maintenance application	92,029.10
	08/25/2024	4	Blue Goose Construction LLC	Lateral U Maintenance application pay app 4	50,782.73

Fellsmere Water Control District
Expenditures
October 2023 through September 2024

Date	Num	Name	Memo	Amount
09/25/2024	5	Blue Goose Construction LLC	Lateral U Maintenance application pay app 5	78,266.10
				368,004.68
10/06/2023	PR 10/20/23		Payroll 10/20/2023 09/30/23 thru 10/13/23 - salaries	2,123.22
10/30/2023	PR 11/03/23		Payroll 11/03/2023 10/16/23 thru 10/29/23 - salaries	2,123.22
11/13/2023	PR 11/17/23		Payroll 11/17/2023 10/30/23 thru 11/12/23 - salaries	2,314.35
11/27/2023	PR 12/01/23		Payroll 12/01/2023 11/13/23 thru 11/26/23 - salaries	2,515.01
12/11/2023	PR 12/15/23		Payroll 12/15/2023 11/27/23 thru 12/08/23 - salaries	2,186.93
12/26/2023	PR 12/29/23		Payroll 12/29/2023 12/09/23 thru 12/22/23 - salaries	2,186.93
01/08/2024	PR 01/12/24		Payroll 01/12/2024 12/23/23 thru 01/05/24 - salaries	2,186.93
01/22/2024	PR 01/26/24		Payroll 02/09/2024 01/08/04 thru 01/21/24 - salaries	2,186.93
02/05/2024	PR 02/09/24		Payroll 02/09/2024 01/22/04 thru 02/04/24 - salaries	2,186.93
02/20/2024	PR 02/23/24		Payroll 02/23/2024 02/05/04 thru 02/16/24 - salaries	2,186.93
03/04/2024	PR 03/08/24		Payroll 03/08/2024 02/19/04 thru 03/03/24 - salaries	2,186.93
03/20/2024	PR 03/22/24		Payroll 03/22/2024 03/04/04 thru 03/17/24 - salaries	2,186.93
04/01/2024	PR 04/05/24		Payroll 04/05/2024 03/18/04 thru 03/31/24 - salaries	2,186.93
04/15/2024	PR 04/19/24		Payroll 04/19/2024 04/01/24 thru 04/14/24 - salaries	2,186.93
04/29/2024	PR 05/03/24		Payroll 05/03/2024 04/15/24 thru 04/28/24 - salaries	2,186.93
05/13/2024	PR 05/17/24		Payroll 05/17/2024 04/29/24 thru 05/12/24 - salaries	2,186.93
05/29/2024	PR 05/31/24		Payroll 05/31/2024 05/13/24 thru 05/26/24 - salaries	2,186.93
06/10/2024	PR 06/14/24		Payroll 06/14/2024 05/27/24 thru 06/07/24 - salaries	2,186.93
06/24/2024	PR 06/28/24		Payroll 06/28/2024 6/08/24 thru 06/21/24 - salaries	2,186.93
07/05/2024	PR 07/26/24		Payroll 07/26/2024 6/22/24 thru 07/05/24 - salaries	2,186.93
07/23/2024	PR 08/09/24		Payroll 08/09/2024 7/20/24 thru 08/02/24 - salaries	2,186.93
08/05/2024	PR 08/23/24		Payroll 08/23/2024 08/05/24 thru 08/18/24 - salaries	2,186.93
08/19/2024	PR 09/06/24		Payroll 09/06/2024 08/19/24 thru 09/01/24 - salaries	2,186.93
09/03/2024	PR 09/20/24		Payroll 09/20/2024 09/02/24 thru 09/15/24 - salaries	4,110.01
09/16/2024	PR 10/04/24		Payroll 10/04/2024 09/16/24 thru 09/29/24 - salaries	6,033.08
09/30/2024				62,957.49
Total 4111 Labor-Equip Oper				
4121 Payroll Taxes				
10/06/2023	PR 10/20/23		Payroll 10/20/2023 09/30/23 thru 10/13/23 - ER SS&MED liab	162.42
10/30/2023	PR 11/03/23		Payroll 11/03/2023 10/16/23 thru 10/29/23 - ER SS&MED liab	162.43
11/13/2023	PR 11/17/23		Payroll 11/17/2023 10/30/23 thru 11/12/23 - ER SS&MED liab	177.05
11/27/2023	PR 12/01/23		Payroll 12/01/2023 11/13/23 thru 11/26/23 - ER SS&MED liab	192.39
12/11/2023	PR 12/15/23		Payroll 12/15/2023 11/27/23 thru 12/08/23 - ER SS&MED liab	167.30
12/26/2023	PR 12/29/23		Payroll 12/29/2023 12/09/23 thru 12/22/23 - ER SS&MED liab	167.31
01/08/2024	PR 01/12/24		Payroll 01/12/2024 12/23/23 thru 01/05/24 - ER SS&MED liab	167.30
01/22/2024	PR 01/26/24		Payroll 01/26/2024 01/08/04 thru 01/21/24 - ER SS&MED liab	167.30
02/05/2024	PR 02/09/24		Payroll 02/09/2024 01/22/04 thru 02/04/24 - ER SS&MED liab	167.30
02/20/2024	PR 02/23/24		Payroll 02/23/2024 02/05/04 thru 02/16/24 - ER SS&MED liab	167.30
03/04/2024	PR 03/08/24		Payroll 03/08/2024 02/19/04 thru 03/03/24 - ER SS&MED liab	167.30
03/20/2024	PR 03/22/24		Payroll 03/22/2024 03/04/04 thru 03/17/24 - ER SS&MED liab	167.30
04/01/2024	PR 04/05/24		Payroll 04/05/2024 03/18/04 thru 03/31/24 - ER SS&MED liab	167.30

Fellsmere Water Control District Expenditures October 2023 through September 2024

Date	Num	Name	Memo	Amount
04/15/2024	PR 04/05/24		Payroll 04/19/2024 04/01/24 thru 04/14/24 - ER SS&MED liab	167.30
04/29/2024	PR 05/03/24		Payroll 05/03/2024 04/15/24 thru 04/28/24 - ER SS&MED liab	167.30
05/13/2024	PR 05/17/24		Payroll 05/17/2024 04/29/24 thru 05/12/24 - ER SS&MED liab	167.30
05/29/2024	PR 05/31/24		Payroll 05/31/2024 05/13/24 thru 05/28/24 - ER SS&MED liab	167.31
06/10/2024	PR 06/14/24		Payroll 06/14/2024 05/27/24 thru 06/07/24 - ER SS&MED liab	167.30
06/24/2024	PR 06/28/24		Payroll 06/28/2024 6/08/24 thru 06/21/24 - ER SS&MED liab	167.30
07/05/2024	PR 06/28/24		Payroll 07/12/2024 6/22/24 thru 07/05/24 - ER SS&MED liab	167.30
07/23/2024	PR 07/26/24		Payroll 07/26/2024 7/6/24 thru 07/19/24 - ER SS&MED liab	167.29
08/05/2024	PR 08/9/24		Payroll 08/9/2024 7/20/24 thru 08/02/24 - ER SS&MED liab	167.30
08/19/2024	PR 08/23/24		Payroll 08/23/2024 08/05/24 thru 08/18/24 - ER SS&MED liab	167.30
09/03/2024	PR 09/06/24		Payroll 09/06/2024 08/19/24 thru 09/01/24 payroll taxes	167.30
09/16/2024	PR 09/20/24		Payroll 09/20/2024 09/02/24 thru 09/15/24 payroll taxes	314.41
09/30/2024	PR 10/04/24		Payroll 10/04/2024 09/16/24 thru 09/29/24 payroll taxes	461.53
				4,816.24
10/06/2023	PR 10/20/23		Payroll 10/20/2023 09/30/23 thru 10/13/23 - FRS ER expense	288.12
10/17/2023		FI Div of Retirement	June retirement contribution (confirm 231770652629)	703.63
10/30/2023	PR 11/03/23		Payroll 11/03/2023 10/16/23 thru 10/29/23 - FRS ER expense	288.12
11/13/2023	PR 11/17/23		Payroll 11/17/2023 10/30/23 thru 11/12/23 - FRS ER expense	314.06
11/14/2023		FI Div of Retirement	November retirement contribution (confirm 233170728207)	735.31
11/27/2023	PR 12/01/23		Payroll 12/01/2023 11/13/23 thru 11/26/23 - FRS ER expense	341.29
12/11/2023	PR 12/15/23		Payroll 12/15/2023 11/27/23 thru 12/08/23 - FRS ER expense	296.77
12/26/2023		FI Div of Retirement	December retirement contribution (confirm 233600757807)	1,141.49
12/26/2023	PR 12/29/23		Payroll 12/29/2023 12/09/23 thru 12/22/23 - FRS ER expense	296.77
01/08/2024	PR 01/12/24		Payroll 01/12/2024 12/23/23 thru 01/05/24 - FRS ER expense	296.77
01/22/2024	PR 01/26/24		Payroll 01/26/2024 01/08/24 thru 01/12/24 - FRS ER expense	296.77
01/23/2024		FI Div of Retirement	January retirement contribution (confirm 240220784614)	724.75
02/05/2024	PR 02/09/24		Payroll 02/09/2024 01/22/24 thru 02/04/24 - FRS ER expense	296.77
02/20/2024	PR 02/23/24		Payroll 02/23/2024 02/05/24 thru 02/16/24 - FRS ER expense	296.77
02/21/2024		FI Div of Retirement	FRS February 2024	724.75
03/04/2024	PR 03/08/24		Payroll 03/08/2024 02/19/24 thru 03/03/24 - FRS ER expense	296.77
03/20/2024		FL Div Retirement	March retirement contribution (confirm 40790849976)	724.75
03/20/2024	PR 03/22/24		Payroll 03/22/2024 03/04/24 thru 03/17/24 - FRS ER expense	296.77
04/01/2024	PR 04/05/24		Payroll 04/05/2024 03/18/24 thru 03/31/24 - FRS ER expense	296.77
04/15/2024	PR 04/05/24		Payroll 04/19/2024 04/01/24 thru 04/14/24 - FRS ER expense	296.77
04/16/2024		FI Div of Retirement	April retirement contribution (confirm 241060907006)	724.75
04/29/2024	PR 05/03/24		Payroll 05/03/2024 04/15/24 thru 04/28/24 - FRS ER expense	296.77
05/13/2024	PR 05/17/24		Payroll 05/17/2024 04/29/24 thru 05/12/24 - FRS ER expense	296.77
05/29/2024		FI Div of Retirement	FRS payment May 2024 (confirm 241490977500)	1,087.12
05/29/2024	PR 05/31/24		Payroll 05/31/2024 05/13/24 thru 05/26/24 - FRS ER expense	296.77
06/10/2024	PR 06/14/24		Payroll 06/14/2024 05/27/24 thru 06/07/24 - FRS ER expense	296.77
06/24/2024	PR 06/28/24		Payroll 06/28/2024 6/08/24 thru 06/21/24 - FRS ER expense	296.77
06/30/2024	41018	FI Div of Retirement	41018 June contributions	724.75
07/05/2024	PR 06/28/24		Payroll 07/12/2024 6/22/24 thru 07/05/24 - FRS ER expense	298.08

Total 4121 Payroll Taxes
4122 State Retirement

Fellsmere Water Control District
Expenditures
October 2023 through September 2024

Date	Num	Name	Memo	Amount
07/23/2024			July 41018 July contribution	727.38
07/23/2024	PR 07/26/24	FI Div of Retirement	Payroll 07/26/2024 7/6/24 thru 07/19/24 - FRS ER expense	298.08
08/05/2024	PR 08/9/24		Payroll 08/9/2024 7/20/24 thru 08/02/24 - FRS ER expense	298.08
08/19/2024	PR 08/23/24		Payroll 08/23/2024 08/05/24 thru 08/18/24 - FRS ER expense	298.08
08/20/2024		FI Div of Retirement	FRS contribution August	298.08
09/03/2024	PR 09/06/24		Payroll 09/06/2024 08/19/24 thru 09/01/24 - FRS ER expense	298.08
09/16/2024	PR 09/20/24		Payroll 09/20/2024 09/02/24 thru 09/15/24 - FRS ER expense	961.93
09/17/2024		FI Div of Retirement	FRS September 2024 confirm 242601096334	1,448.92
09/30/2024	PR 10/04/24		Payroll 10/04/2024 09/16/24 thru 09/29/24 - FRS ER expense	1,625.77
				<u>19,956.22</u>
Total 4122 State Retirement				
4123 Workers Comp				
10/01/2023	20004	Egis Insurance Advisors	policy WC 100123939 10/1/23 - 10/1/24	2,298.53
				<u>2,298.53</u>
Total 4123 Workers Comp				
10/01/2023		Blue Cross Blue Shield	October health insurance	1,406.45
10/05/2023		allac	September 2023	52.32
10/06/2023	PR 10/20/23		Payroll 10/20/2023 09/30/23 thru 10/13/23 - health insurance	-28.95
10/30/2023	PR 11/03/23		Payroll 11/03/2023 10/16/23 thru 10/29/23 - health insurance	-28.95
10/31/2023		Blue Cross Blue Shield	November health insurance	1,406.45
11/07/2023		allac	October 2023	78.48
11/13/2023	PR 11/17/23		Payroll 11/17/2023 10/30/23 thru 11/1/23 - health insurance	-28.95
11/27/2023	PR 12/01/23		Payroll 12/01/2023 11/13/23 thru 11/26/23 - health insurance	-28.95
11/30/2023		Blue Cross Blue Shield	December health insurance	1,406.45
12/07/2023		allac	November 2023	52.32
12/11/2023	PR 12/15/23		Payroll 12/15/2023 11/27/23 thru 12/08/23 - health insurance	-28.95
12/26/2023	PR 12/29/23		Payroll 12/29/2023 12/09/23 thru 12/22/23 - health insurance	-28.95
12/29/2023		Blue Cross Blue Shield	January health insurance	1,406.45
01/05/2024		allac	December 2023	52.32
01/08/2024	PR 01/12/24		Payroll 01/12/2024 12/23/23 thru 01/05/24 - health insurance	-28.95
01/22/2024	PR 01/26/24		Payroll 01/26/2024 01/08/24 thru 01/21/24 - health insurance	-28.95
01/31/2024		Blue Cross Blue Shield	February health insurance	1,406.45
02/05/2024	PR 02/09/24		Payroll 02/09/2024 01/22/24 thru 02/04/24 - health insurance	-28.95
02/07/2024		allac	January 2024	52.32
02/20/2024	PR 02/23/24		Payroll 02/23/2024 02/05/24 thru 02/16/24 - health insurance	-28.95
02/29/2024		Blue Cross Blue Shield	February health insurance	1,406.45
03/04/2024	PR 03/08/24		Payroll 03/08/2024 02/19/24 thru 03/03/24 - health insurance	-28.95
03/06/2024		allac	February 2024	52.32
03/20/2024	PR 03/22/24		Payroll 03/22/2024 03/04/24 thru 03/17/24 - health insurance	-28.95
03/31/2024		Blue Cross Blue Shield	February health insurance	1,406.45
04/01/2024	PR 04/05/24		Payroll 04/05/2024 03/18/24 thru 03/31/24 - health insurance	-28.95
04/05/2024		allac	March 2024	78.48
04/06/2024		allac	March 2024	52.32
04/15/2024	PR 04/05/24		Payroll 04/15/2024 04/01/24 thru 04/14/24 - health insurance	-28.95
04/29/2024	PR 05/03/24		Payroll 05/03/2024 04/15/24 thru 04/28/24 - health insurance	-28.95

Fellsmere Water Control District
Expenditures
October 2023 through September 2024

Date	Num	Name	Memo	Amount
05/01/2024		Blue Cross Blue Shield	May 2024	1,406.45
05/06/2024		allac	April 2024	52.32
05/13/2024	PR 05/17/24		Payroll 05/17/2024 04/29/24 thru 05/12/24 - health insurance	-28.95
05/29/2024	PR 05/31/24		Payroll 05/31/2024 05/13/24 thru 05/26/24 - health insurance	-28.95
06/03/2024		Blue Cross Blue Shield	June 2024	1,561.80
06/03/2024		Humana	vision insurance	152.40
06/05/2024		allac	May 2024	52.32
06/05/2024		Best Life & Health	Dental insurance	48.66
06/10/2024	PR 06/14/24		Payroll 06/14/2024 05/27/24 thru 06/07/24 - health insurance	-28.95
06/24/2024	PR 06/28/24		Payroll 06/28/2024 6/08/24 thru 06/21/24 - health insurance	-28.95
07/01/2024		Blue Cross Blue Shield	July 2024	1,561.80
07/05/2024	PR 06/28/24		Payroll 07/12/2024 6/22/24 thru 07/05/24 - health insurance	-28.95
07/05/2024		allac	June 2024	52.32
07/23/2024	PR 07/26/24		Payroll 07/26/2024 7/6/24 thru 07/19/24 - health insurance	-28.95
07/25/2024		Best Life & Health	Dental insurance	32.44
07/25/2024		Mutual of Omaha (AD&D insurance)	AD&D insurance for Rob Vereen	195.00
08/01/2024		Blue Cross Blue Shield	August 2024	1,561.80
08/05/2024	PR 08/09/24		Payroll 08/09/2024 7/20/24 thru 08/02/24 - health insurance	-28.95
08/05/2024		allac	July 2024	52.32
08/19/2024	PR 08/23/24		Payroll 08/23/2024 08/05/24 thru 08/18/24 - health insurance	-28.95
08/27/2024		Best Life & Health	Dental insurance	32.44
08/31/2024		Blue Cross Blue Shield	Sept 2024	1,561.80
09/03/2024	PR 09/06/24		Payroll 09/06/2024 08/19/24 thru 09/01/24 - health insurance	-28.95
09/05/2024		allac	August 2024	52.32
09/16/2024	PR 09/20/24		Payroll 09/20/2024 09/02/24 thru 09/15/24 - health insurance	-28.95
09/25/2024		Best Life & Health	Dental insurance	32.44
09/30/2024		Blue Cross Blue Shield	October 2024	1,561.80
09/30/2024	PR 10/04/24		Payroll 10/04/2024 09/16/24 thru 09/29/24 - health insurance	-28.95
				19,533.76
Total 4124 Group Med, Life Ins.				
4131 Equipment R & M				
11/20/2023	SC469840	Kelly Tractor	trip charge	491.00
11/29/2023	SVI524247	Kelly Tractor	trip charge	1,088.00
03/14/2024	124-39700	Wilson's Petroleum Equipment Inc	replace whip hose, purges and tested	495.31
05/31/2024	17PU9740291	Ring Power	fluid	69.28
				2,143.59
Total 4131 Equipment R & M				
4132 Supplies & Services				
11/03/2023	335973	Cole Auto Supply	supplies	72.23
05/29/2024	824658	DEP Storage Tank #6974	vehicular diesel tank registration	25.00
				97.23
Total 4132 Supplies & Services				
4136 Insurance				
03/18/2024	648550	Guardian	vision, life, and dental 4/15/24 - 4/14/25	2,942.40
05/14/2024	1181407	Guardian	refund of premiums - policy cancelled	-2,922.72
				19.68
Total 4136 Insurance				
4137 Transportation				

44

Fellsmere Water Control District
Expenditures
October 2023 through September 2024

Date	Num	Name	Memo	Amount
10/31/2023	Oct 2023	Rob Vereen (reimbursement)	mileage for Oct 2023 560.6 miles @ \$0.655 (\$367.19)	367.19
11/30/2023	Nov-23	Rob Vereen (reimbursement)	mileage for Nov 2023 556.4 miles @ \$0.655 (\$364.44)	364.44
01/31/2024	01-24	Rob Vereen (reimbursement)	mileage for Jan 2024 miles @ \$0.67 (\$368.77)	368.77
02/29/2024	Feb 24	Rob Vereen (reimbursement)	mileage for Jan 2024 miles @ \$0.67 (\$368.77)	374.40
03/31/2024	Mar-24	Rob Vereen (reimbursement)	mileage for March 2024 550 miles @ \$0.67 (\$368.50)	368.50
04/30/2024	Apr 24	Rob Vereen (reimbursement)	mileage for April 2024 550.4 miles @ \$0.67 (\$368.77)	368.77
06/03/2024	May24	Rob Vereen (reimbursement)	mileage for May 2024 558.8 miles @ \$0.67 (\$374.40)	374.40
07/01/2024	June 2024	Rob Vereen (reimbursement)	mileage for June 2024 555 miles @ \$0.67 (\$371.85)	371.85
07/31/2024	July 2024	Rob Vereen (reimbursement)	mileage for July 2024 495.6 miles @ \$0.67 (\$332.05)	332.05
08/31/2024	Aug 24	Rob Vereen (reimbursement)	mileage for August 2024 560.6 miles @ \$0.67 (\$375.60)	375.60
09/30/2024	Sept 2024	Rob Vereen (reimbursement)	mileage for Sept 2024 525 miles @ \$0.67 (\$351.75)	351.75
Total 4137 Transportation				4,017.72
4100 Ditch Maintenance - Other				
10/06/2023	CTS73	Cates Tractor Service LLC	canal on 99th St - clean and reshape canal	25,700.00
05/13/2024	BG 1692	Blue Goose Construction LLC	park lateral - PL-2 intersection	96,503.91
09/11/2024	2300543	palmdale oil company llc	Diesel hold open clip	247.94
				<u>122,457.85</u>
				<u>1,074,708.93</u>
Total 4100 Ditch Maintenance - Other				
5000 - General Admin				
5019 - Conversion Consultant				
10/01/2023	5599	Vogel Group	consulting services October 2023	7,777.78
				<u>7,777.78</u>
Total 5019 - Conversion Consultant				
5092 - Assessment Roll Preparation				
09/29/2024	2024-1321	Special District Services	Assessment Roll Preparation (per agreement) 2024	500.00
				<u>500.00</u>
Total 5092 - Assessment Roll Preparation				
5018 - Bank Service Charges				
10/31/2023		Service Charge		3.00
10/31/2023		Service Charge		52.84
11/30/2023		Service Charge		3.00
11/30/2023		Service Charge		53.00
12/29/2023		Service Charge		3.00
12/29/2023		Service Charge		53.00
01/31/2024		Service Charge		3.00
01/31/2024		Service Charge		35.44
02/29/2024		Service Charge		29.00
02/29/2024		Service Charge		3.00
03/29/2024		Service Charge		3.00
03/29/2024		Service Charge		61.81
03/29/2024		Service Charge		61.81
04/30/2024		Service Charge		3.00
04/30/2024		Service Charge		38.02
05/31/2024		Service Charge		3.00
05/31/2024		Service Charge		41.47
06/28/2024		Service Charge		3.00

Fellsmere Water Control District Expenditures October 2023 through September 2024

Date	Num	Name	Memo	Amount
06/28/2024			Service Charge	45.25
07/31/2024			Service Charge	3.00
07/31/2024			Service Charge	58.00
				<u>559.64</u>
Total 5018 - Bank Service Charges				
5079 - Postage				
10/31/2023	2023-1309	Special District Services	FedEx - September 2023	178.43
11/30/2023	2023-1646	Special District Services	FedEx	8.53
12/31/2023	2023-1897	Special District Services	FedEx	61.88
02/29/2024	2024-0207	Special District Services	postage	3.15
02/29/2024	2024-0207	Special District Services	FedEx	278.14
03/31/2024	2024-0445	Special District Services	FedEx	116.60
04/30/2024	2024-0564	Special District Services	FedEx	56.81
05/31/2024	2024-0699	Special District Services	postage	0.64
06/30/2024	2024-0824	Special District Services	FedEx	47.33
07/31/2024	2024-0949	Special District Services	FedEx	55.45
07/31/2024	2024-0949	Special District Services	Postage	1,566.72
08/31/2024	2024-1077	Special District Services	FedEx	87.61
09/30/2024	2024-1200	Special District Services	FedEx	70.78
09/30/2024	2024-1200	Special District Services	postage	0.69
				<u>2,532.76</u>
Total 5079 - Postage				
5003 - Miscellaneous				
10/31/2023	2023-1309	Special District Services	travel - September 2023	168.99
11/30/2023	2023-1646	Special District Services	travel	91.05
12/31/2023	2023-1897	Special District Services	travel	114.64
01/31/2024	2024-0083	Special District Services	travel	24.24
02/06/2024	3457	Window Solutions Inc.	install window film on CAT Excavator	800.00
02/29/2024	2024-0207	Special District Services	travel	187.60
03/31/2024	2024-0445	Special District Services	travel	93.80
04/30/2024	2024-0564	Special District Services	travel	93.80
04/30/2024	2024-0564	Special District Services	conference calls	27.52
05/31/2024	2024-0699	Special District Services	travel	237.85
05/31/2024	2024-0699	Special District Services	Public	10.69
06/30/2024	2024-0824	Special District Services	travel	187.60
06/30/2024	2024-0824	Special District Services	conference calls	42.52
07/31/2024	2024-0949	Special District Services	travel	140.70
08/01/2024	adj		Miscellaneous Entry	0.35
08/31/2024	2024-1077	Special District Services	travel	234.50
09/30/2024	2024-1200	Special District Services	travel	91.79
				<u>2,547.64</u>
Total 5003 - Miscellaneous				
5002 - Website management				
10/31/2023	2023-1309	Special District Services	website fee - October 2023	250.00
11/30/2023	2023-1646	Special District Services	website fee	250.00
12/31/2023	2023-1897	Special District Services	website fee	250.00
01/31/2024	2024-0083	Special District Services	website fee	250.00

46

Fellsmere Water Control District
Expenditures
October 2023 through September 2024

Date	Num	Name	Memo	Amount
02/29/2024	2024-0207	Special District Services	website fee	250.00
03/31/2024	2024-0445	Special District Services	website fee	250.00
04/30/2024	2024-0564	Special District Services	website fee	250.00
05/31/2024	2024-0699	Special District Services	website fee	250.00
06/30/2024	2024-0824	Special District Services	website fee	250.00
07/31/2024	2024-0949	Special District Services	website fee	250.00
08/31/2024	2024-1077	Special District Services	website fee	250.00
09/30/2024	2024-1200	Special District Services	website fee	250.00
Total 5002 · Website management				3,000.00
5091 · Payroll processing fee				
10/06/2023	PR 10/20/23		Payroll 10/20/2023 09/30/23 thru 10/13/23 - payroll fee	66.65
10/30/2023	PR 11/03/23		Payroll 11/03/2023 10/16/23 thru 10/29/23 - payroll fee	73.25
11/13/2023	PR 11/17/23		Payroll 11/17/2023 10/30/23 thru 11/12/23 - payroll fee	20.45
11/27/2023	PR 12/01/23		Payroll 12/01/2023 11/13/23 thru 11/26/23 - payroll fee	46.85
12/11/2023	PR 12/15/23		Payroll 12/15/2023 11/27/23 thru 12/08/23 - payroll fee	109.80
12/26/2023	PR 12/29/23		Payroll 12/29/2023 12/09/23 thru 12/22/23 - payroll fee	46.85
01/08/2024	PR 01/12/24		Payroll 01/12/2024 12/23/23 thru 01/05/24 - payroll fee	46.85
01/22/2024	PR 01/26/24		Payroll 01/26/2024 01/08/04 thru 01/12/24 - payroll fee	46.95
02/05/2024	PR 02/09/24		Payroll 02/09/2024 01/22/04 thru 02/04/24 - payroll fee	46.95
02/20/2024	PR 02/23/24		Payroll 02/23/2024 02/05/04 thru 02/16/24 - payroll fee	46.95
03/04/2024	PR 03/08/24		Payroll 03/08/2024 02/19/04 thru 03/03/24 - payroll fee	46.95
03/20/2024	PR 03/22/24		Payroll 03/22/2024 03/04/04 thru 03/17/24 - payroll fee	46.95
04/01/2024	PR 04/05/24		Payroll 04/05/2024 03/18/04 thru 03/31/24 - payroll fee	46.95
04/15/2024	PR 04/05/24		Payroll 04/19/2024 04/01/24 thru 04/14/24 - payroll fee	46.95
04/29/2024	PR 05/03/24		Payroll 05/03/2024 04/15/24 thru 04/28/24 - payroll fee	46.95
05/13/2024	PR 05/17/24		Payroll 05/17/2024 04/29/24 thru 05/12/24 - payroll fee	46.95
05/29/2024	PR 05/31/24		Payroll 05/31/2024 05/13/24 thru 05/26/24 - payroll fee	46.95
06/10/2024	PR 06/14/24		Payroll 06/14/2024 05/27/24 thru 06/07/24 - payroll fee	46.95
06/24/2024	PR 06/28/24		Payroll 06/28/2024 6/08/24 thru 06/21/24 - payroll fee	46.95
07/05/2024	PR 07/05/24		Payroll 07/12/2024 6/22/24 thru 07/05/24 - payroll fee	46.95
07/23/2024	PR 07/26/24		Payroll 07/26/2024 7/6/24 thru 07/19/24 - payroll fee	46.95
08/05/2024	PR 08/9/24		Payroll 08/9/2024 7/20/24 thru 08/02/24 - payroll fee	46.95
08/19/2024	PR 08/23/24		Payroll 08/23/2024 08/05/24 thru 08/18/24 - payroll fee	46.95
09/03/2024	PR 09/06/24		Payroll 09/06/2024 08/19/24 thru 09/01/24 - payroll fee	46.95
09/16/2024	PR 09/20/24		Payroll 09/20/2024 09/02/24 thru 09/15/24 - payroll fee	52.32
09/30/2024	PR 10/04/24		Payroll 10/04/2024 09/16/24 thru 09/29/24 - payroll fee	52.32
Total 5091 · Payroll processing fee				1,313.49
5017 · Management Fee				
10/31/2023	2023-1309	Special District Services	management fee October 2023	6,000.00
11/30/2023	2023-1646	Special District Services	management fee November 2023	6,000.00
12/31/2023	2023-1897	Special District Services	management fee December 2023	6,000.00
01/31/2024	2024-0083	Special District Services	Management fee - January 2024	6,000.00
02/29/2024	2024-0207	Special District Services	Management fee - February 2024	6,000.00
03/31/2024	2024-0445	Special District Services	Management Fee - March 2024	6,000.00

Fellsmere Water Control District
Expenditures
October 2023 through September 2024

Date	Num	Name	Memo	Amount
04/30/2024	2024-0564	Special District Services	Management Fee - April 2024	6,000.00
05/31/2024	2024-0699	Special District Services	Management Fee - May 2024	6,000.00
06/30/2024	2024-0824	Special District Services	Management Fee - June 2024	6,000.00
07/31/2024	2024-0949	Special District Services	Management Fee - July 2024	6,000.00
08/31/2024	2024-1077	Special District Services	Management Fee - August 2024	6,000.00
09/30/2024	2024-1200	Special District Services	Management Fee - September 2024	6,000.00
Total 5017 - Management Fee				72,000.00
5015 - Engineering				
10/27/2023	202329094	Carter Associates, Inc	October 2023	19,642.38
11/30/2023	202333741	Carter Associates, Inc	November 2023	18,716.32
12/31/2023	202337428	Carter Associates, Inc	December 2023	16,219.58
01/26/2024	202401515	Carter Associates, Inc	January 2024	17,460.70
03/01/2024	202406183	Carter Associates, Inc	February 2024	27,176.53
04/15/2024	202410822	Carter Associates, Inc	March 2024	9,860.98
04/26/2024	202413123	Carter Associates, Inc	April 2024	5,366.46
05/31/2024	202417339	Carter Associates, Inc	May 2024	12,950.44
06/28/2024	202420906	Carter Associates, Inc	June 2024	5,043.13
08/09/2024	202427538	Carter Associates, Inc	July 2024	10,197.42
08/30/2024	202431521	Carter Associates, Inc	August 2024	13,246.06
09/27/2024	202435268	Carter Associates, Inc	September 2024	6,187.28
Total 5015 - Engineering				161,867.28
5013 - Legal & Professional				
10/31/2023	3312459	Kulak Rock	general representation October 2023	1,037.00
11/30/2023	3327637	Kulak Rock	general representation November 2023	170.00
11/30/2023	3341228	Kulak Rock	board meeting November 9, 2023	600.00
12/31/2023	3341227	Kulak Rock	general representation December 2023	2,561.28
01/31/2024	3355307	Kulak Rock	board meeting January 2024	600.00
02/29/2024	3355306	Kulak Rock	legal January 2024	403.19
03/31/2024	3368609	Kulak Rock	legal February 2024	1,074.00
03/31/2024	3382546	Kulak Rock	legal March 2024	4,002.50
05/31/2024	3409818	Kulak Rock	legal May 2024	3,491.00
06/20/2024	3409819	Kulak Rock	monthly meetings May 2024	600.00
06/30/2024	3423918	Kulak Rock	monthly meetings June 2024	408.50
07/31/2024	3437654	Kulak Rock	general representation July 2024	620.00
07/31/2024	3437655	Kulak Rock	monthly meetings July 2024	600.00
08/31/2024	3454057	Kulak Rock	general representation August 2024	600.00
Total 5013 - Legal & Professional				16,767.47
5014 - Insurance				
10/01/2023	19999	Egis Insurance Advisors	policy 100123939 10/01/23 - 10/01/2024	15,961.00
10/01/2023	25763	Egis Insurance Advisors	policy # WC100122939 WC audit 10/1/22-10/01/23	69.00
10/09/2023	20533	Egis Insurance Advisors	policy 012896090 11/14/23 - 11/14/24 storage tank liability	558.89
01/25/2024	21046	Egis Insurance Advisors	policy # 100123939 10/01/23 - 10/01/24 add/delete inland marine	221.00
Total 5014 - Insurance				16,809.89
5016 - audit services				

Fellsmere Water Control District
Expenditures
October 2023 through September 2024

	Date	Num	Name	Memo	Amount
Total 5016 · audit services 5037 · Transportation	06/03/2024	25908	Grau and Associates	1st progress payment for 22/23 audit	2,000.00
	07/01/2024	26105	Grau and Associates	2nd and final progress payment for 22/23 audit	10,000.00
					<u>12,000.00</u>
Total 5037 · Transportation 5053 · Prop Appraiser Fees	09/30/2024	Sept 2024	Mark Mathes (reimbursement)	mileage reimbursement Sept 2024 (326 miles @ 0.67)	218.42
					<u>218.42</u>
Total 5053 · Prop Appraiser Fees 5074 · Property Taxes	10/02/2023	2023/2024	Indian River County Property Appraiser	property appraiser fees	1,800.00
					<u>1,800.00</u>
Total 5074 · Property Taxes 5076 · Licenses, Permits	12/01/2023	Lincoln St	IRC Tax Collector	property tax	117.65
	12/01/2023	109 N Willow St	IRC Tax Collector	property tax	232.32
	12/01/2023	143 Willow St	IRC Tax Collector	property tax	542.29
					<u>892.26</u>
Total 5076 · Licenses, Permits 5077 · Memberships	10/02/2023	87952	Florida Commerce	Special District fee 2023/2024	175.00
					<u>175.00</u>
Total 5077 · Memberships 5078 · Advertising	10/01/2023	536	FASD	FASD membership	2,000.00
					<u>2,000.00</u>
Total 5078 · Advertising 5082 · Maint Bldg & Grounds	10/23/2023	0005987469	Gannett Florida LocalIQ	FY 23/24 Mtg Schedule	152.88
	01/31/2024	0006204012	Gannett Florida LocalIQ	Notice of Reg Board Mtg	121.52
	02/29/2024	0006269403	Gannett Florida LocalIQ	Advertisement for Bids for Lateral U. Park Lateral & Main Canal Maintenance Contract	229.32
	03/31/2024	0006334891	Gannett Florida LocalIQ	Notice of Special Board Mtg	123.48
	04/30/2024	0006396297	Gannett Florida LocalIQ	Notice of Annual LO Mtg & Reg Board Mtg	284.36
	05/31/2024	0006463553	Gannett Florida LocalIQ	REVISED FY 23/24 Mtg Schedule	147.04
	06/30/2024	0006523092	Gannett Florida LocalIQ	Notice of PH & Reg Board Mtg	255.40
	07/26/2024	0006582952	Gannett Florida LocalIQ	Notice of Special Board Mtg	119.60
	09/30/2024	0006704132	Gannett Florida LocalIQ	Notice of Regular Board Mtg	113.72
					<u>1,547.32</u>
	10/01/2023	2023-10-01	Herrera Lawn Care	monthly lawn care	140.00
	10/12/2023	001931	Red Services Solutions	office cleaning	100.00
	10/26/2023	002020	Red Services Solutions	office cleaning	100.00
	11/01/2023	2023-11-01	Herrera Lawn Care	monthly lawn care	140.00
	11/07/2023	002104	Red Services Solutions	office cleaning	100.00
	11/21/2023	54231150	Stark Exterminators	interior and exterior service	40.00
	12/01/2023	2023-12-01	Herrera Lawn Care	monthly lawn care	140.00
	01/01/2024	2024-01-01	Herrera Lawn Care	monthly lawn care	140.00
	01/08/2024	54932450	Stark Exterminators	interior and exterior service	40.00
	01/09/2024	002621	Red Services Solutions	office cleaning	100.00
	01/24/2024	002736	Red Services Solutions	office cleaning	100.00

Fellsmere Water Control District
Expenditures
October 2023 through September 2024

Date	Num	Name	Memo	Amount
02/01/2024	2024-02-01	Herrera Lawn Care	monthly lawn care	140.00
02/07/2024	002872	Red Services Solutions	office cleaning	100.00
02/21/2024	003007	Red Services Solutions	office cleaning	100.00
03/01/2024	2024-03-01	Herrera Lawn Care	monthly lawn care	140.00
03/06/2024	003143	Red Services Solutions	office cleaning	100.00
03/11/2024	55693704	Stark Exterminators	interior and exterior service	41.00
03/20/2024	003296	Red Services Solutions	office cleaning	100.00
04/01/2024	2024-04-01	Herrera Lawn Care	monthly lawn care	140.00
04/03/2024	003439	Red Services Solutions	office cleaning	100.00
04/17/2024	003596	Red Services Solutions	office cleaning	100.00
05/01/2024	2024-05-01	Herrera Lawn Care	monthly lawn care	140.00
05/02/2024	003763	Red Services Solutions	office cleaning	100.00
05/14/2024	003834	Red Services Solutions	office cleaning	100.00
05/20/2024	56585564	Stark Exterminators	interior and exterior service	41.00
06/01/2024	2024-06-01	Herrera Lawn Care	monthly lawn care	140.00
06/26/2024	225073-0001	Red Services Solutions	office cleaning	125.00
07/01/2024	2024-07-01	Herrera Lawn Care	monthly lawn care	140.00
07/03/2024	0223303-IN	Meeks Plumbing Inc.	lift station pump out pump out	637.50
07/05/2024	57449747	Stark Exterminators	interior and exterior service	41.00
07/16/2024	0223536-IN	Meeks Plumbing Inc.	repair ice maker line	126.50
08/01/2024	2024-08-01	Herrera Lawn Care	monthly lawn care	160.00
08/01/2024	107512	Be Safe Security Alarms	central station monitoring 8/24 - 7/25	360.00
08/27/2024	225073-0002	Red Services Solutions	office cleaning	100.00
09/01/2024	2024-09-01	Herrera Lawn Care	monthly lawn care	160.00
09/16/2024	58578852	Stark Exterminators	interior and exterior service	41.00
09/17/2024	225073-0003	Red Services Solutions	office cleaning	100.00
Total 5082 - Maint Bldg & Grounds				4,713.00

Total 5082 - Maint Bldg & Grounds
5083 - Utilities

10/06/2023	85682-24037	1023	FPL	85682-24037	09/07/23 - 10/07/23	184.30
10/10/2023	287326384239X1018202		AT&T (287326384239)	wireless	10/11/23 - 11/10/23	70.47
10/19/2023	4965673803		AT & T	account # 831-001-3105 966		100.00
10/21/2023	326232638		AT&T (326232638)	internet		96.30
10/26/2023	9204519517		City of Fellsmere	water usage and stormwater fee		29.60
11/06/2023	85682-24037		FPL	85682-24037	10/06/23 - 11/06/23	144.42
11/10/2023	287326384239X1118202		AT&T (287326384239)	wireless	11/11/23 - 12/10/23	70.47
11/19/2023	2989604804		AT & T	account # 831-001-3105 966		100.00
11/21/2023	326232638		AT&T (326232638)	internet		96.30
11/29/2023	9204519517		City of Fellsmere	water usage and stormwater fee		35.28
12/05/2023	85682-24037		FPL	85682-24037	11/06/23 - 12/05/23	154.12
12/10/2023	287326384239X1218202		AT&T (287326384239)	wireless	12/11/23 - 01/10/24	70.78
12/19/2023	5796954802		AT & T	account # 831-001-3105 966		100.00
12/21/2023	326232638		AT&T (326232638)	internet		96.30
12/28/2023	9204519517		City of Fellsmere	water usage and stormwater fee		59.20
01/06/2024	85682-24037		FPL	85682-24037	12/05/23 - 01/05/24	145.80

Fellsmere Water Control District
Expenditures
October 2023 through September 2024

Date	Num	Name	Memo	Amount
01/10/2024	287326384239X011820	AT&T (287326384239)	wireless 01/11/24 - 02/10/24	70.78
01/19/2024	2098785800	AT & T	account # 831-001-3105 966	100.00
01/21/2024	326232638	AT&T (326232638)	internet	106.29
02/06/2024	85682-24037 0224	FPL	85682-24037 01/05/2024 - 02/06/2024	173.78
02/10/2024	287326384239X0218202	AT&T (287326384239)	wireless 02/11/24 - 03/10/24	70.60
02/19/2024	4620117807	AT & T	account # 831-001-3105 966	100.00
02/21/2024	326232638	AT&T (326232638)	internet	106.29
02/27/2024	9204519517	City of Fellsmere	water usage and stormwater fee	0.78
02/29/2024	2024-0207	Special District Services	City of Fellsmere utility chargeback	31.60
03/06/2024	85682-24037	FPL	85682-24037 02/06/2024 - 03/06/2024	154.05
03/10/2024	287326384239X0318202	AT&T (287326384239)	wireless 03/11/24 - 04/10/24	65.60
03/21/2024	326232638	AT&T (326232638)	internet	96.30
03/26/2024	9204519517	City of Fellsmere	water usage and stormwater fee	35.80
03/31/2024	331005880	AT & T	account # 831-001-3105 966	200.00
04/05/2024	85682-24037	FPL	85682-24037 03/06/2024 - 04/05/2024	155.76
04/10/2024	287326384239X0418202	AT&T (287326384239)	wireless 04/11/24 - 05/10/24	74.31
04/21/2024	326232638	AT&T (326232638)	internet	96.30
04/25/2024	9204519517	City of Fellsmere	water usage and stormwater fee	35.80
05/07/2024	85682-24037 0524	FPL	85682-24037 04/05/2024 - 04/07/2024	165.45
05/10/2024	287326384239X0518202	AT&T (287326384239)	wireless 05/11/24 - 06/10/24	74.31
05/21/2024	326232638	AT&T (326232638)	internet	96.30
05/29/2024	9204519517	City of Fellsmere	water usage and stormwater fee	41.74
06/06/2024	85682-24037 0624	FPL	85682-24037 05/07/2024 - 06/06/2024	206.86
06/10/2024	287326384239X0618202	AT&T (287326384239)	wireless 06/11/24 - 07/10/24	74.31
06/19/2024	3876380903	AT & T	account # 831-001-3105 966	200.00
06/21/2024	326232638	AT&T (326232638)	internet	96.30
06/27/2024	9204519517	City of Fellsmere	water usage and stormwater fee	75.97
07/08/2024	85682-24037 0724	FPL	85682-24037 06/06/2024 - 07/08/2024	225.56
07/10/2024	287326384239X0718202	AT&T (287326384239)	wireless 07/11/24 - 08/10/24	74.34
07/19/2024	8230271904	AT & T	account # 831-001-3105 966	101.55
07/21/2024	326232638	AT&T (326232638)	internet	96.30
07/31/2024	9204519517	City of Fellsmere	water usage and stormwater fee	29.86
08/06/2024	ACH	AT & T	account # 8310013105966	301.55
08/06/2024	85682-24037 0824	FPL	85682-24037 07/08/2024 - 08/06/2024	163.52
08/10/2024	287326384239X0818202	AT&T (287326384239)	wireless 08/11/24 - 09/10/24	74.34
08/19/2024	4089182904	AT & T	account # 831-001-3105 966	100.00
08/21/2024	326232638	AT&T (326232638)	internet	96.30
08/30/2024	9204519517	City of Fellsmere	water usage and stormwater fee	35.80
09/06/2024	85682-24037 0924	FPL	85682-24037 08/06/2024 - 09/06/2024	325.09
09/10/2024	287326384239X0918202	AT&T (287326384239)	wireless 09/11/24 - 10/10/24	74.34
09/19/2024	2379914904	AT & T	account # 831-001-3105 966	100.00
09/21/2024	326232638	AT&T (326232638)	internet	96.30
09/30/2024	9204519517	City of Fellsmere	water usage and stormwater fee	29.86

Total 5083 · Utilities

6,183.33

Fellsmere Water Control District
Expenditures
October 2023 through September 2024

5086 - Telephone					
Date	Num	Name	Memo	Amount	
10/07/2023	9541363802	AT&T (831-001-2595 734)	10/7/23 - 11/6/23	109.24	
11/07/2023	831-001-2595 734	AT&T (831-001-2595 734)	11/7/23 - 12/6/23	109.24	
12/07/2023	9509825802	AT&T (831-001-2595 734)	12/7/23 - 01/6/24	109.24	
01/07/2024	5185985804	AT&T (831-001-2595 734)	01/7/24 - 02/6/24	109.24	
02/07/2024	0318917806	AT&T (831-001-2595 734)	02/7/24 - 03/06/24	109.29	
03/07/2024	831-001-2595 734	AT&T (831-001-2595 734)	03/7/24 - 04/06/24	109.29	
04/07/2024	8350929805	AT&T (831-001-2595 734)	04/7/24 - 05/06/24	217.81	
06/17/2024	5768860902	AT&T (831-001-2595 734)	6/7/24 - 07/06/24	107.65	
07/07/2024	8070591900	AT&T (831-001-2595 734)	7/7/24 - 08/06/24	219.71	
08/07/2024	7640392904	AT&T (831-001-2595 734)	8/7/24 - 09/06/24	224.12	
09/07/2024	4164024906	AT&T (831-001-2595 734)	9/7/24 - 10/06/24	116.47	
Total 5086 - Telephone				1,541.30	
5090 - Office Supplies					
10/31/2023	2023-1309	Special District Services	copier charges - September 2023	98.40	
10/31/2023	2023-1309	Special District Services	meeting books - September 2023	28.00	
11/30/2023	2023-1646	Special District Services	copier charges	46.20	
11/30/2023	Nov-23	Rob Vereen (reimbursement)	Dollar General reimbursement \$38.48	38.48	
12/31/2023	2023-1897	Special District Services	copier charges	2.25	
12/31/2023	2023-1897	Special District Services	meeting books	24.00	
01/31/2024	2024-0083	Special District Services	copier charges	17.55	
02/29/2024	2024-0207	Special District Services	copier charges	45.45	
02/29/2024	2024-0207	Special District Services	meeting books	24.00	
03/31/2024	2024-0445	Special District Services	copier charges	12.30	
04/30/2024	2024-0564	Special District Services	copier charges	37.50	
04/30/2024	2024-0564	Special District Services	meeting books	20.00	
04/30/2024	2024-0564	Special District Services	Publix and USPS	39.13	
05/31/2024	2024-0699	Special District Services	copier charges	7.50	
06/30/2024	2024-0824	Special District Services	copier charges	65.10	
06/30/2024	2024-0824	Special District Services	meeting books	28.00	
07/31/2024	2024-0949	Special District Services	copier charges	889.50	
07/31/2024	2024-0949	Special District Services	mailouts	470.00	
08/31/2024	2024-1077	Special District Services	copier charges	40.65	
08/31/2024	2024-1077	Special District Services	meeting books	28.00	
09/30/2024	2024-1200	Special District Services	copier charges	11.55	
09/30/2024	Sept 2024	Rob Vereen (reimbursement)	12.80 for AC air filters	12.80	
Total 5090 - Office Supplies				1,986.36	
Total 5000 - General Admin				318,732.94	
Total Expenditures				1,534,706.39	

Monthly Manager's Report
Fellsmere Water Control District
September 2024

Administration - Focused on transition entailing vendors, reporting requirements, office set-up, technology. Also began review of historic and current files. Started organizing for new mowing and spraying contract.

Issues encountered - delays due to no computer and, once loaner was provided by SDS, then due to setting up system for full functionality. As of end of month, appointment arranged with outside IT vendor to assist in final technology adjustments for full functionality. Given delays in technology, was not able to take over finances by end of month. All efforts in place to take over finances by end of October. Recommend continuing with Paymaster at \$100 per month for payroll services given the liability protection obtained by their responsibility for all tax payments, etc.

Direction Desired – Quickbooks is the standard program used for finance tracking at a price of around \$600 per year plus training at \$600 to bring me up to speed. An alternative is to simply use EXCEL since FWCD has so few accounts and issues so few checks per month. I am recommending EXCEL.

Operation/Maintenance - Rob inspected ditches, organized workshop and disposed of junk/debris. I also inspected a number of ditches and met with three landowners about their concerns. Rob & I also coordinated with contractors performing Park Lat work to address issues with machine reach and bank washouts. I also met with Main Canal contractor regarding amount of material being pulled from canal and place to located muck until dried. While machines was working, time was split between repairs and cleaning (Ditch 11). Future reports will be accompanied with copy of Ditch Maintenance Log showing where the machines worked and for what purpose.

Issues Encountered - Machine was non-operational for 10 days due to electronic issues. As of end of month, machine is back up and running. Park Lateral contractor directed to do the best they can with the reach they have. For approximately 200 yards the ditch bottom may be about half – three quarters cleaned due to reach issue. Cost to repair bank is too high to resolve with this project. Main Canal contractor was directed to place muck on north side of Fellsmere Grade where it can dry and be used by FWCD or SJ for fill needs. Change Order may be sought.

Direction Desired – If there are strong objections to direction provided Park Lat. and Main Canal contractors, please let me know. As to priority of ditches to be cleaned when Rob is not addressing emergencies, this will be created over the next couple of months with assistance of landowners, Rob and myself. Goal will be to focus on the worst of the worst – but first we have to find them!

Operation/Capital

No capital projects or capital purchase this month.

Next Month

Administration: Finalize mowing and spraying contracts (either via RFP or piggyback).

Prepare November Board agenda packet (to include year-end budget amendment prepared by SDS).

Public Depositor Annual Report is due.

Finalize all SDS transition.

Initial meeting with Resident Group.

Initial meetings with adjacent WCD for BMP and piggyback contracts.

Initial meeting with County on partnerships.

Operation Maintenance: Continue to clean sublaterals under priority set by Rob (until new priority system is created).

Continue to manage Park and Main contractors.

Continue ditch inspections.

Operation Capital – no anticipated actions.

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

Administration - Transition entailing vendors, reporting requirements, office set-up, technology is nearly complete. 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 first meeting with existing organized community group on 10/24/31. Minutes provided as part of Board packet. Finally, developed end of year and current year budget amendments and mowing contract. Received one pipe replacement permit for District Manager action and one project permit sent to Carter for review.

Issues encountered – Due to budgetary and time constraints, Quicken will NOT be used for finance tracking. District Manager will use EXCEL to record all transactions and for use of monthly financial reporting and end of year audits. Continuing with Paymaster at \$100 per month for payroll services given the liability protection obtained by their responsibility for all tax payments, etc. The current year budget amendment will result in the loss of all reserves and a large portion of the discretionary sublateral maintenance budget. Item is on the Board agenda for discussion of this matter.

Direction Desired – None; unless the Board is adamant on the use of Quicken. An agenda item is on the November 2024 Board agenda to discuss the current year proposed budget amendment.

Operation/Maintenance - Rob cleaned ditches and addressed washouts. 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. Main Canal contractor was required to relocate spoil material to north side of Fellsmere Grade at direction of SJ. A change order for this is on the November Board agenda. Trees from Hurricane Milton were removed from Park Lateral. Request for payment from contractor forthcoming. Ditches cleaned include PL-13 (partial) and PL-18. See copy of Ditch Maintenance Log showing where the machine worked and for what purpose.

Issues Encountered – Access to maintain ditches is an issue. Not just at the end of each street where most landowners have blocked access to the last portion, there are other sublateral locations that are not accessible. In addition, since most sublaterals are now over 30' wide, the available district ROW is not sufficient to maintain the ditch. A concerted effort is needed to ensure access to all portions of the sublaterals. A second issue will develop as the District aggressively maintains the sublaterals. 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 would no longer then be available for use on the roads by the County or residents. A meeting has been requested with the County to address this issue.

Direction Desired – Course of action desired to ensure access to all portions of the sublaterals. First, the prior FWCD policy of prescriptive easement rights must be legally confirmed. Second, for new access locations, since these prescriptive rights cannot be claimed, new easements will be required. Initial request to FWCD Attorney to assist with these options has been requested.

Operation/Capital

No capital projects or capital purchase this month.

Next Month

Administration: Implement mowing contract

Begin managing financial transactions

Work on change of Public Depository

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

Initial meeting with County on partnerships – continued from October

Initial meeting with City for partnership opportunities.

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

Close out all canal contracts.

Continue ditch inspections.

Operation Capital – no anticipated actions.

Main Canal

- Canal bank (both sides) has been mulched.
- Canal profile is completed and acceptable to District.
- Top bank dressing (disturbed areas only) completed and acceptable to District.
- Excess material placed along SJRWMD right-of-way for drying is complete - future use by SJ and FWCD as needed (\$5,500 change order #2).
- Final Walk-through on 10/29/24 – no issues found.
- Final Invoice to be processed in November.

Park Lateral

- Project on HOLD due to FDEP requirement for Disturbed Land Permit to address presence of gopher tortoises – Contractor OK
- Canal bank has been mulched.
- Canal profile is complete with completed portion experiencing some areas requiring additional work.
- Top bank dressing not started – requested value of work in case this is one expense deferred due to budget constraints – awaiting the estimated value.
- Canal washouts repaired – no change order requested.
- Fallen trees into canal cleaned at request of District as additional services – \$2,200 additional services.
- Final completion dependent on FDEP permitting.

Lateral U

- Canal bank (both sides) has been mulched.
- Canal profile is completed and acceptable to District.
- Final top bank dressing to be completed early November.
- Final Walk-through to be scheduled early December.

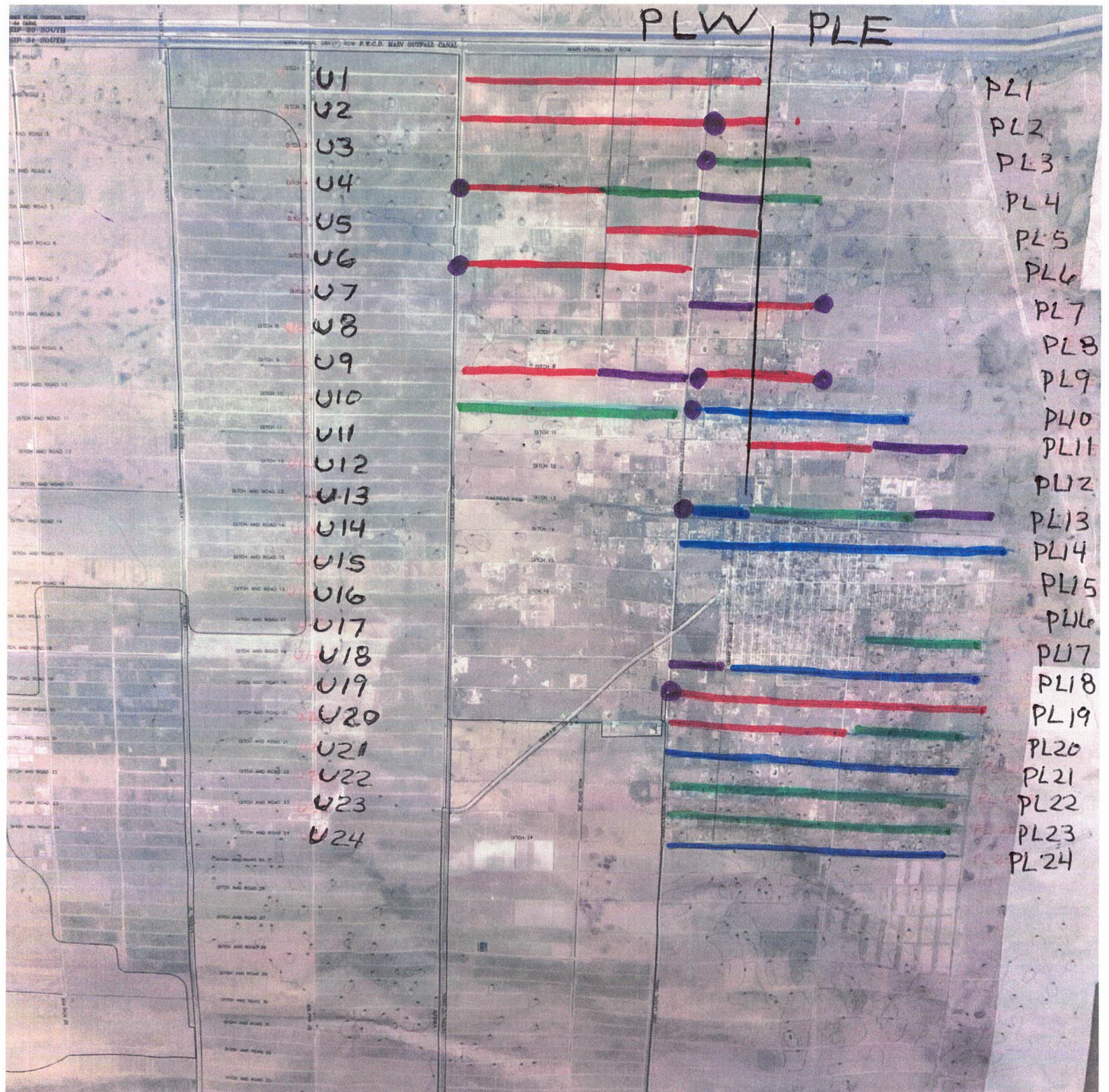
56

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	1,500
Workers Comp	0	4,000
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	30,000
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	1,250
Property Appraiser Fees	0	1,800
Property Taxes	850	900
Utilities	4,000	6,500
Bank Service Charge	0	500
Conversion Consultant	0	0
Engineering	50,500	20,000
Insurance - Admin	18,500	18,500
Website Management	3,000	3,000
TOTAL ADMINISTRATIVE EXPENDITURES	288,000	282,745
TOTAL MAINTENANCE EXPENDITURES	440,210	592,965
TOTAL EXPENDITURES	728,210	875,710
BALANCE	42,783	-92,217
Tax Collector Fee	(14,261)	(14,261)
Discounts For Early Payments	(28,522)	(28,522)
EXCESS/ (SHORTFALL)	0	-135,000
BALANCE		
NET EXCESS/ (SHORTFALL)	0	-135,000
Fund Balance As Of 9/30/24	\$ 146,576	
Fiscal Year 2023/2024 Activity	\$ (135,000)	
BUDGET SURPLUS/(DEFICIT)	\$ 11,576	

FINAL MAINTENANCE 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	
<u>MAINTENANCE EXPENDITURES</u>			
Contract Services			
Aerial Spraying	20,000	0	Adjust for budget constraints
Contract/Mechanical - Lease	70,150	70,150	
Canal/Ditch Spraying	45,000	0	Not required due to sublateral maint.
Canal/Ditch Mowing	20,000	21,000	Adjust for Quotes
Sublateral Maintenance (tree removal/grinding only)	163,000	31,042	Adjust for budget constraints
Water Testing	2,200	2,200	
<u>Contract Services Subtotal</u>	320,350	124,392	
<u>Ditch Maintenance</u>			
Equipment R & M	1,000	2,000	adjust to historical averages
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	63,000	adjust to historical averages
Payroll Taxes - Maint.	5,000	5,000	
State Retirement - Maint.	17,000	20,000	adjust to historical averages
Workers Comp - Maint.	4,000	3,000	adjust to historical averages
Group Med/Life Insurance - Maint.	19,800	19,800	
<u>Ditch Maintenance-Personnel Subtotal</u>	104,360	110,800	
<u>Canal Maintenance-Special Projects</u>			
Main Canal Project - Prince Land	0	75,603	remaining to be paid
Park Lateral Project - Clear Zone	0	197,231	remaining to be paid
Lateral U Project - Blue Goose	0	72,239	remaining to be paid
<u>Canal Maintenance-Special Projects Subtotal</u>	0	345,073	
TOTAL MAINTENANCE EXPENDITURES	440,210	592,965	



- GOOD
- FAIR
- POOR
- No Access
- Access Blocked

STATUS OF DITCH INSPECTIONS

Ditch	Date
Street	Overall Ranking

Data Entry	Notes
Access to all portions	
Trees along Roadside	
Grasses in bottom	
Shrubs in bottom	
Trees in bottom	
Overhanging limbs	
Requires Review of Profile Plans	
Profile high points	
Misaligned pipes	

Data Entry	GOOD	FAIR	POOR
Access to all portions	No blockage	Last Lot blocked	more than last lot blocked
Trees along Roadside	No trees	sporadic trees	multiple trees
Grasses in bottom	No grass	sporadic grass	grass throughout (or nearly)
Shrubs in bottom	No shrubs	sporadic shrubs	shrubs throughout (or nearly)
Trees in bottom	No trees	sporadic trees	trees throughout (or nearly)
Overhanging limbs	No limbs	sporadic limbs	limbs throughout (or nearly)

Requires Review of Profile Plans

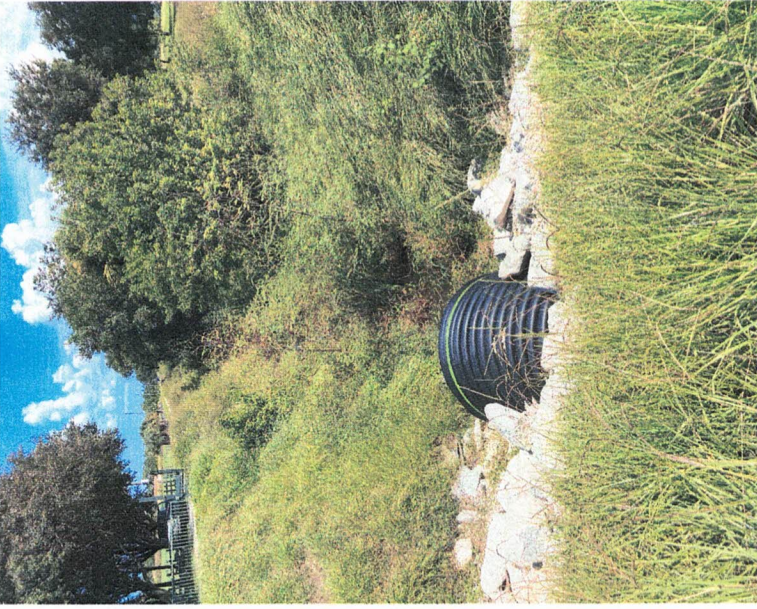
High points	uniform slope	<12" above profile	>12" above profile
Misaligned pipes	align with profile	<12" above profile	>12" above profile

GOOD - ditch is relatively free of grasses, shrubs, or trees in bottom, has access to all portions, and few overhanging limb issues

FAIR - ditch has spots of grasses, shrubs, or trees in ditch bottom but never too thick to be a drainage issue, and access to most all portions of ditch

POOR - ditch has enough grass, shrubs, or trees in bottom to effect drainage flow and/or has lack of access to a measurable portion of the ditch

POOR



FAIR



GOOD



FELLSMERE WATER CONTROL DISTRICT

AGENDA

LANDOWNER COMMITTEE

7:00 P.M.

October 24, 2024

Location: 22 S. Orange Street, Fellsmere, Florida
Old School Community Room (Adjacent to Auditorium)

- A. Introductions
- B. Additions or Deletions to Agenda
- C. Citizen Concerns
- D. Roles of Landowner Committee
- E. Desired Level of Service
- F. Review of Current Conditions/Data
- G. Develop Plan for Data Needs
- H. FWCD Budget
- I. Develop FY2-24-2025 Plan of Action [10/1/24 through 9/30/25]
- J. Set Next Landowner Committee Meeting Date
- K. Adjourn

10/24/24

SIGN-IN

Landowner
committee
mtg.

Name Address phone/email

John SAUPE 12825 105th St

ARAVES, JOSE (JED) 13960 101ST ST.

254-702-6961

JEDARAVES@

MARY KAY LAWZ 14350 97th St

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Jeff & Colleen Parby 14950 107th St.

321-431-0109

jeff.colleen@mail.com

Debbie Cross 8350 130th Ave

filesmerelov@gmail.com

712-473-1255

Chad Smalley 103 St

772-633-4988

Dave and Julie Steiner

772 360 2073

Grant Danstine 95th St

239-438-5631

#	Topic	Information	Notes
00	Attendees	<p>FWCD Supervisor:</p> <ul style="list-style-type: none"> • Mark Mathes <p>East Landowners Core Group:</p> <ul style="list-style-type: none"> • Jed Aranes • Dave and Julie Steiner • Jeff and Colleen Darby • Chad Smalley • Mary Kay Lantz • Debbie Cross <p>Local Residents:</p> <ul style="list-style-type: none"> • John Savage • Grant Danskine 	
0	Introductions	<ul style="list-style-type: none"> • Explanation of team, and Jed talks about our concerns • Jed: This meeting is more solutions based that confrontational. • Mathes – Wants a landowners committee. Meeting monthly/bimonthly before board meeting. • Need priorities and recommendations from landowner group. • Not binding / no by laws that control the meetings. • 1X per month Landowner, unless board meeting 2x that month. • Mathes needs pre-preparation data before our collective meeting with him. • Mathes does not receive daily direction from the board. He implements policy that is assigned by the board. Mathes stated that it may be a Sunshine Law violation to as for guidance outside of an actual district meeting. • Direction from board should be minimal from meetings • Mathes: SDS was running on auto-pilot for 5 years, with no real management of FWCD resources (ditches or employees – Rob – that maintain the ditches) • Mathes: The board wasn't actively monitoring the status well and needs to be engaged. This is why he was onboarded as the district manager. 	

#	Topic	Information	Notes
1	Inspection	<ul style="list-style-type: none"> • Has Mark inspected the entire district to identify where the biggest problems are. • What is the plan to address those? 	<ul style="list-style-type: none"> • Mathes has physically rated about 25% of the district. • 1/3rd of sub-laterals of the 25% reviewed are Red (bad) • He's 'color coded' each ditch according to how 'bad' the ditches condition is. • Purple, Red, Yellow, Blue, Green. • Purple = blocked ditch/sub-lateral with limited or no access due to fencing, landowner gate locks, or trees being in the way of the equipment to access ditch. • Red = level lower than purple. • Not cleaning ditch if Blue or Green for now. • Priority to clean is Red & Purple ditches • Good sub-lateral example = no grass in the ditch • Bad sub-lateral example = Shrubs/ trees in the ditch, no access for equipment. • Type of grass matters (99th Street east of park lateral) Some types of grasses impede water flow more than other types.

#	Topic	Information	Notes
2	Canal Cleaning	<ul style="list-style-type: none"> What's the status of Lateral U, Main Canal and Park Lateral cleaning? 	<p>a. Lateral U is complete</p> <p>b. Main Canal is complete</p> <p>c. Park Lateral Cleaning will need to be redone, depth was not sufficient in accordance with engineering specifications in the RFP.</p>
3	Sub-Lateral cleaning 1 of 2	<ul style="list-style-type: none"> Details on plan for using \$163k sub-laterals cleaning. When is RFP going to be advertised! \$15-20 per foot for cleaning and dump truck removal of muck to another site provided by contractor. Less if FWCD had a site nearby that dirt company could use to drop the removed material from subs that dropped by \$2-6 a foot depending on the arrangement. 	<p>i. FWCD Budget sheet - Mathes Describes budget. There is a shortfall for the coming year (FY24/25).</p> <p>ii. \$140K left in budget</p> <p>iii. Canal work has not been paid. \$230K is left to pay. The payments were made on a schedule after completion points by contractors. Final payments have not been made yet.</p> <p>iv. The proposed \$163K to do canal maintenance is gone. That will be used for other things. There was additional work done by the contractors to clear some storm damage – they have been paid from this amount.</p> <p>v. Another big cost was Mathes' Salary. Money had to be moved around to accommodate.</p> <p>Proposed shortfall solutions:</p> <ol style="list-style-type: none"> 1. Cut sublateral maintenance to deal with shortfall. However, Rob will clean Red/Purple ditches based on Mathes' inspection. 2. Aerial Spraying is not needed at this time. 3. Got rid of canal ditch maintenance spraying. For now. vi. 31K left for sub-laterals. Mathes is solving access issue with this amount in Purple conditioned sub-laterals. <p>Questions from resident about the money that had been paid in taxes.</p> <p>Mathis indicated will be doing a review of the prior annual audits to look into where all the money went going back 20 years.</p>

#	Topic	Information		Notes
3	Sub-Lateral cleaning 2 of 2	<ul style="list-style-type: none"> • Details on plan for using \$163k sub-laterals cleaning. When is RFP going to be advertised! • \$15-20 per foot for cleaning and dump truck removal of muck to another site provided by contractor. • Less if FWCD had a site nearby that dirt company could use to drop the removed material from subs- that dropped by \$2-6 a foot depending on the arrangement. 		<p>Solutions for sublateral cleaning: Rob will be assisted in prioritizing maintenance (In the past, 75% of his time was spent on Emergencies, 25% on maintenance)</p> <ol style="list-style-type: none"> 1. Based on recent work progress, Mathes believes that Rob could clean nearly every ditch in a year. 2. In 8 days 2 miles has been cleaned. <ul style="list-style-type: none"> • Rob can clean about ¼ mile ditch per day • Goal – we may not need \$163K. 3. Rob will be working on ditch maintenance every day. He will be spending 75% of his time on maintenance and 25% on emergencies. <p>Questions about moving the dirt after it's pulled from the canal:</p> <ol style="list-style-type: none"> 1. Mathes said the muck/weeds removed from ditch is placed on ditch top of bank. Most remain there while some may slough to ditch bank. Some may fall back into ditch but should not if placed properly by operator. 2. Committee member mentioned that if the dirt is placed on the bank, it will likely slide back into the ditch. (SEE number 1 above) 3. It was mentioned that Susan Adams said the county may be able to help with dirt removal. 4. Mathes said there was no economic viability for the dirt.

#	Topic	Information	Notes
		<ul style="list-style-type: none"> Plan for buffer preserve flow into FWCD areas. Prioritize ditches 1-8? Some of the surface waters from the Saint Sebastian River Preserve State Park are draining into the FWCD sub-laterals, increasing the volume of water the district's infrastructure needs to handle. This water then drains to the Fellsmere Main Canal. The state should redirect the flow of this water directly to the Fellsmere Main Canal to relieve this burden on our drainage system. The state needs to address this. We need to push back hard on this issue. How does Mr. Mathes intend to address this? 	<p>a. 1999 Carson Platt land was purchased by the State of Florida, 2400 acres in FWCD. 2017 District boundaries.</p> <p>b. The State (Park System) was never charged FWCD assessments. Therefore, not paying fees but water is flowing into FWCD canals.</p> <p>Mathes has two proposed solutions that will be discussed in the board meeting:</p> <ol style="list-style-type: none"> 1. Get the State to start paying or block the water flow. a. If FWCD Blocks water flow it will cause Capital assessment to taxpayers. Because this entail building a berm to keep water from FWCD area. b. Whoever negotiated the plan – only 10% water is required to be blocked. <ol style="list-style-type: none"> 2. Plan is to run a berm. St Johns only has to block 10% of water flow. <ol style="list-style-type: none"> a. St Johns is NOT paying taxes to the district. State Park is owned by then definitely through SJ, I believe - if not SJ then FDEP.
4	Buffer Preserve		
5	Post storm canal cleaning	<ul style="list-style-type: none"> After contractions have already done cleaning. 	<p>Some clearing has been done by the contractors working on the main cleaning project. There was an added charge for this.</p>

#	Topic	Information	Notes
6	Culverts	<ul style="list-style-type: none"> • Who's responsible for cleaning? • Owner or FWCD 	a. Land owners are responsible
7	Faulty Culverts	<ul style="list-style-type: none"> • Earlier this year, the district reported at their meeting that they would be identifying faulty culverts and sending replacement notices to the respective landowners. • How many faulty culverts were identified? • How many of them have been replaced? • What is the plan for getting the rest of the faulty culverts replaced? 	a. FWCD Inspections for failing culverts have not been started b. 60 day letter to home owner to fix culvert.
8	Owner initiated erosion water flow	<ul style="list-style-type: none"> • When an owner conducts cutting of vegetation / trees along the sub-laterals that results in major erosion, what is the district's response to this issue? 	60 day Letter to home owner to fix the problem.
9	5 Year Plan	<ul style="list-style-type: none"> • When is the board planning to develop its five year plan for the district? 	5 year plan will be made in consultation with East Landowners Core Group committee.
10	District Meeting Rules of Engagement (ROE)	<ul style="list-style-type: none"> • Display the whole district map on the screen behind the head table. • Each speaker will need to speak at a podium that is mic'd up so everyone in the auditorium can hear the question. • Each speaker needs to speak about individual property issues after the meeting. This way we can talk about the macro issues about the district. 	<ul style="list-style-type: none"> • Mathes will discuss these recommendations with the Board. • There are technical issues with the AV setup in the City Hall meeting room. • Mathes will explore the possibility of changing meeting venues (Boys & Girls Club) to assist with technical issues.

#	Topic	Information	Notes
11	FWCD Job Descriptions	<ul style="list-style-type: none"> • Request the job description of Rob and Mark • Not an unreasonable request since they're civil servants 	<ul style="list-style-type: none"> • FWCD Job descriptions need to be located. They exist (probably) but they are old • District has more favorable benefits than needed. Mathes will review this issue.
12	District Supervisor Hours	<ul style="list-style-type: none"> • Mark's office hours depict 10 hours for public engagement at the Willow St office. • What are the other 30 hours consisting of? 	<p>Mathes has afternoon office hours. Works from home on Friday. Current Hours:</p> <ul style="list-style-type: none"> • Tue: 7-11 am; Wed: 4-6 pm; Thur: 10 am – 2pm <p>His office hours indicate when he is in the office. The remaining hours are spent conducting inspections, interacting with various officials in conducting FWCD business, meeting preparation, and administrative work.</p>
13	Public reporting on FWCD Site	<ul style="list-style-type: none"> • With only two full time employees for the district, the public can assist with reporting 	<ul style="list-style-type: none"> • Mathes stated that landowners can help with ditch inspections using a Ditch inspection sheet. • See # 1 Topic for color code explanation. • The sub-lateral/ditch check sheet is published in separate document. • Mathes can provide a photograph of a good ditch, bad ditch, mediocre ditch as an example so that ditches can be assessed by landowners • Inspection sheets posted with instructions.
14	FWCD Transparency	<ul style="list-style-type: none"> • The main issue residents have with the district is the opaque nature of the way it does business. • Recommendation is to have a public relations section. • Create a Facebook page • Publish RFPs NOT in obscure papers • Publish meetings well in advance 	<ul style="list-style-type: none"> • Publish RFP in local newspapers (Brevard, IRC) – publication in papers with high readership are more expensive than others. • Quotes won't go out unless committee is notified. • Mathes has authority up to \$15K, after the board has to review and approve. • \$15k to \$35k need board approval • Mathes getting 3 written quotes for mowing ditches. <ul style="list-style-type: none"> • He will prioritize Fellsmere businesses as much as possible.

#	Topic	Information	Notes
15	Miscellaneous Topics	<ul style="list-style-type: none"> • These are topics that were outside of the formal agenda items that we discussed with Mark Mathes. 	<ul style="list-style-type: none"> • Roads aren't FWCD issue. Landowners and county. \$30K is for clearing right of way. • Rights of way are no longer road width because ditches are 35 feet wide now, as over time the ditches have been widened. Only about 2 feet of the road is right of way now, the rest is private property • Desired Level of service from district – NOT roads. • Weir aka low head dam is SJWMD. • Admin, maintenance and capital assessment are avenues of taxation. New Facilities will be capital assessments. Pump would be a capital assessment. • Provide Ditch inspection form for landowners to review. This is provided in another document. • FWCD Plan of action: <ul style="list-style-type: none"> • Mowing and spraying • Mow in December - no real growth for 5 months. • Spray June, July. Winter and spring are the best times for maintenance cycles.
16	Next Meeting with Mark Mathes	<ul style="list-style-type: none"> • 21 November, Thursday, at 7pm • Willow St Office • With East Landowners Core Group 	Residents forward your concerns NLT 14 Nov (day after district meeting on 13 Nov) via FB East Landowner page or through email list to anyone of us or Debbie's list back to us.

AGENDA SUMMARY

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.

The plan was recently reviewed by the District Engineer who offered the following comments.

- The Introduction Paragraph describes a biological analysis, coordination with various agencies, and permits. I don't think this hurdle was ever crossed.
- On page 11, the 25-yr Flood Existing Conditions- Paragraph work includes,
 - a. plugging the sub-laterals around the midpoint (extension of Willow Street)
 - b. no pipe to be installed on the plug for peak flow relief
 - c. Somehow the plugs are to be extended past the top of ditch slopes to allow the runoff to spill around the plugs in a 200-foot swath. Significant ground surface regrading is required for this concept.
 - d. Concerns with this concept includes
 - i. Sheet flow west of the plugs between the sub-laterals onto FWCD landowner properties.
 - ii. No control "bleed down" pipes in the plugs which would keep the flows in the ditch alignment, and would provide some attenuation
 - iii. Lack of a north – south berm along the west property limits of the buffer area results in the lack of any flood protection for landowners to the west.
- The November 2023 storm event resulted in sheet flow across Babcock and flooding negative impacts. The lack of any stormwater management plan likely contributed to the impacts.

At this time, direction from the Board is required as to how to proceed. If the draft plan is acceptable, then SJ will finalize plans, permit, budget and construct the improvements. If changes are desired, then a meeting with SJ will be arrange to review our requested changes and the issue will be brought back for further Board consideration.

Separate from this specific plan, the State Park lands are in the District boundary but not paying any assessment. With or without the implementation of the proposed plan, the State Park drains 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.

ATTACHMENTS:

1. Interlocal Agreement
2. State Park proposed Plan

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter called "Agreement"), is made and entered into as of this 10th day of November, 1999, by and between **FELLSMERE WATER CONTROL DISTRICT**, a quasi-public body existing under Chapter 298 of the Florida Statutes, also known as Fellsmere Drainage District, whose mailing address is Post Office Box 438, Fellsmere, Florida 32948 (hereinafter referred to as "Seller"), and **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida, 32178-1429 (hereinafter referred to as "Buyer").

WITNESSETH THAT

WHEREAS, the Seller and Buyer have entered into an Agreement of Purchase and Sale dated November 10, 1999, (the "Purchase Agreement") providing for the Buyer to purchase fee simple title to certain real property situate in Indian River County, Florida, consisting of canal and road rights of way within lands owned by the Carson Platt Estate, described as Parcel "B" in the Purchase Agreement, and as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Paragraph 28(D) of the Purchase Agreement contains an agreement between Buyer and Seller whereby Buyer agrees to cooperate with Seller to ensure that any future restoration plans for the Property will not substantially impede or interrupt the drainage and operation of the works of the Seller with respect to remaining lands served by the Seller; and

WHEREAS, the Purchase Agreement is further contingent upon Buyer's coordination with Seller, prior to closing on the Property, to delete from Buyer's purchase of the Property any canals, roads, rights of way within the Property which may be required by the Seller to provide for (i) maintenance and repair of any of Seller's existing works, (ii) the drainage needs of out parcel owners, or (iii) any other purposes as may be deemed necessary or desirable by Seller; and

WHEREAS, Seller and Buyer are entering into this Agreement to set forth the terms and conditions of the parties with respect to the Seller's continued maintenance and operation of Seller's works as described above.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable considerations, the parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. **Water Management Plan**

(A) On or before a period of Six (6) years from the date of Closing under the Purchase Agreement, Buyer shall prepare and deliver to Seller, for Seller's review and approval, a plan for managing ~~surface~~^{surficial} waters of the Property (the "Water Management Plan") for the

Property. The Water Management Plan shall set forth in detail Buyer's proposed use of the Property, and the method of minimizing impacts to remaining lands and drainage systems within the Fellsmere Water Control District jurisdiction from surface water run-off from the Property. The Seller shall have the opportunity to review and provide input regarding issues addressed within the Water Management Plan. The goal of the Water Management Plan, which shall contain a project construction schedule, shall be to achieve at least a ten percent (10%) reduction in peak discharge off the Property as a result of a 25-year 24-hour storm event and, to the greatest extent reasonably practicable, minimize the coincidence of peak discharges from the property with peak discharges from other properties within the Fellsmere Water Control jurisdiction. The basis for approval by Seller of the Water Management Plan shall be limited to consideration of the extent to which such Plan achieves the goal stated above. The parties agree to negotiate responsibly and in good faith, regarding the elements of said Water Management Plan to accomplish the dual needs of both parties, and Seller's approval of such Water Management Plan shall not unreasonably be withheld.

(B) Prior to the development of the Water Management Plan, the Buyer shall not install any drainage improvements or make any drainage modifications that result in discharges from the Property greater than current conditions. Buyer and Seller agree that their engineers shall work together to attempt to effectuate a reduction in discharge flows and protection of other properties within the Fellsmere Water Control jurisdiction from flooding.

(C) In the event Buyer, for any reason, is unable to satisfy the conditions of Paragraph 1(A) above, Buyer agrees to pay Seller an annual amount of Twenty Thousand Five Hundred and 00/100 Dollars (\$20,500.00). Such payment shall continue to be paid by Buyer to Seller, until such time as the goal described in Paragraph 1(A) has been met.

2. **Out Parcel Ownerships.** The Seller and Buyer are aware of the existence of an approximately 10 acre out parcel ownership owned by Henrique and Emilia Rodrigues, identified as Lot 949 of Fellsmere Farms Company Subdivision, which parcel of land lies within the perimeter of the Property being acquired by Buyer (hereinafter the "Out Parcel Ownership") which, until acquired by Buyer, will remain within the jurisdiction of the Sellers drainage system. In the event a purchase and sale or exchange of the Out Parcel Ownership has not been consummated prior to closing under the Purchase Agreement, Buyer agrees to diligently pursue and expedite negotiations for sale or exchange of the Out Parcel Ownership within the perimeters of the Property purchased by Buyer. Seller agrees to attempt, in good faith, to facilitate negotiations for sale or exchange of the Out Parcel Ownership within the perimeters of the Property purchased by Buyer.

3. **Right of Way of Adjoining Rodrigues Out Parcel Ownership.**

(A) Seller shall sell to Buyer, subject to the terms of the Purchase Agreement, the canal right of way along the southern boundary of the Rodrigues Out Parcel Ownership known as Ditch 9, ("Ditch 9") from the east boundary of the Fellsmere Water Control District to Willow Street as generally shown on Exhibit "B" attached hereto and by this reference made a part hereof. At the time of closing by Buyer from Seller under the Purchase Agreement, the Buyer agrees to grant to Seller an easement for ingress and egress along said Ditch 9 right of way, from the southeast corner of the Rodrigues Out Parcel Ownership west to Willow Street, as shown on said Exhibit "B", for purposes of Seller's continued operation, repair and maintenance and access to and from the Rodrigues Out Parcel ownership of the aforesaid portion of Ditch 9 to provide drainage of surface waters to and from the Rodrigues Out Parcel Ownership. The Easement to be granted to Seller under this Paragraph 3(A), shall terminate and be of no further effect upon the date of closing for any sale, exchange or conveyance to Buyer of the Rodrigues Out Parcel Ownership. The Seller agrees to provide the Buyer with a document effecting the termination of such easement.

4. **Parties.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

5. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except by writing signed by the parties hereto or their authorized assignees.

6. **Notices.** All notices, consents, approvals, waivers and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently made or given (i) when mailed by certified mail, postage prepaid, return receipt requested, (ii) by hand delivery to the named individuals representing the party to be notified, or (iii) by private parcel delivery services, or facsimile transmission for which receipt is provided to the notifying party. Notices, including notice of change of address, shall be addressed or transmitted to the addresses set forth below or such other address that a party may designate in the manner prescribed herein:

(A) Seller: Fellsmere Water Control District
c/o Rodney Tillman, Manager
Post Office Box 438
109 North Willow Street
Fellsmere, Florida 32948
Phone: (561) 571-0640 Fax: (561) 571-0203

with a
copy to: Theodore W. Herzog, Esquire
1101 Simonton Street
Key West, Florida 33040
Phone: (305) 293-9655 Fax: (305) 293-9577

(B) Buyer: St. Johns River Water Management District
Post Office Box 1429
Palatka, FL 32178-1429
Attention: Director, Division of Land Acquisition

with a
copy to: Dykes C. Everett, Esquire
Winderweeple, Haines, Ward and Woodman, P.A.
NationsBank Building
250 Park Avenue, South, 5th Floor
Post Office Box 880
Winter Park, FL 32790-0880

Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing, delivery or transmission thereof as aforesaid.

7. **Non-Waiver of Buyer's Regulatory Powers.** Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the Buyer as it now or hereafter exists under applicable laws, rules and regulations.

8. **Non-Waiver of Sovereign Immunity.** Nothing contained in this Agreement or in any Instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Buyer or Seller of their sovereign immunity under the constitution and laws of the State of Florida; provided, however, that this paragraph shall not be construed as an attempt by the Buyer or Seller to negate any partial waiver of sovereign immunity made by the Legislature under the provisions of The Tort Claims Act, Section 768.28, Florida Statutes or any future statute or Act adopted by the Florida Legislature.

9. **Time is of the Essence.** Time is of the essence with respect to all matters set forth in the Agreement.

10. **Governing Law/Attorney's Fees.** This Agreement shall be construed and interpreted according to the laws of the State of Florida. In the event of litigation between the parties arising from or pertaining to this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs, including fees and costs on appeal.

11. **Recording of this Agreement.** This Agreement nor any memorandum hereof may be recorded in the Public Records of any county in the State of Florida.

12. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation hereof.

13. **Further Documentation.** The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or

effectuate the obligations of either party hereunder and the consummation of the transaction contemplated hereby. The obligations of Seller and Buyer pursuant to this Paragraph shall survive the closing hereunder.

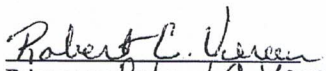
14. **Definitions.** As used herein, the term "Business Days" shall mean those days during which the Buyer is open for regular public business.


15. **Effective Date.** For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the Seller or the Buyer has executed the same, and that date shall be inserted at the top of the first page hereof.

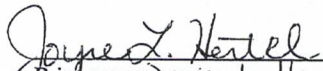
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, to become effective as of the date and year first above written.

Signed, Sealed and delivered
in the presence of:

SELLER
FELLSMERE WATER CONTROL
DISTRICT


Print name: Robert C. Vercen

By: 
Name: Raymond E. Johns
Title: President



Print name: Joyce L. Hertel

BUYER

By: 
J. DANIEL ROACH, Chairman

(SEAL)

ATTEST:

By: 
OTIS A. MASON, Secretary

FOR USE AND RELIANCE ONLY BY ST.
JOHNS RIVER WATER MANAGEMENT DISTRICT,
LEGAL FORM AND CONTENT APPROVED:
Winderweede, Haines, Ward and Woodman, P.A.

By: 
Dykes C. Everett, Esq.

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 8th day of November, 19 99, by RAYMOND E. JOHNS and _____, as President and _____ of the **FELLSMERE WATER CONTROL DISTRICT** who are personally known to me or produced _____ as identification, and who executed the foregoing instrument on behalf of the Fellsmere Water Control District and were authorized to do so.

(NOTARIAL SEAL)



Jerry R. Tillman
MY COMMISSION # CC826659 EXPIRES
May 18, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Jerry R Tillman
Notary Public-State of Florida
Print Name: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF Putnam

The foregoing instrument was acknowledged before me this 10th day of November, 19 99, by **J. DANIEL ROACH** and **OTIS A. MASON**, personally known to me and known to me to be the Chairman and Secretary, respectively, of the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, and who executed the foregoing instrument on behalf of the District and were authorized to do so.

(NOTARIAL SEAL)



Jodie F. Green
MY COMMISSION # CC786149 EXPIRES
October 26, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

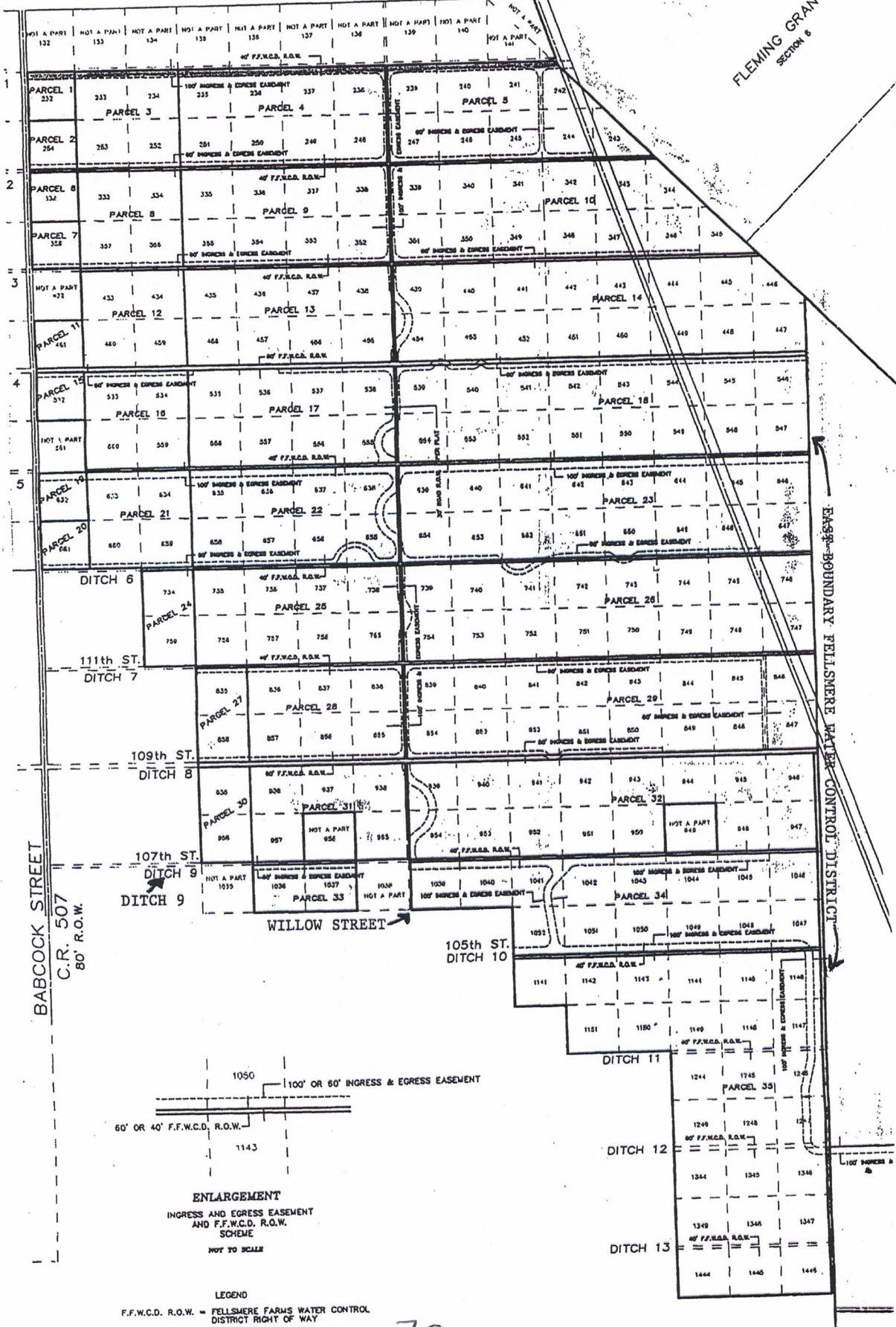
Jodie F Green
Notary Public-State of Florida
Print Name: Jodie F Green
My Commission Expires: ~~October 26, 2002~~
OCTOBER 26, 2002

R:\ST-JOHNS\Fellsmere-Platt\IntergovAgm2.wpd

C-54 CANAL

MAIN OUTFALL CANAL

FLEMING GRANT
SECTION 8



86



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

November 9, 2005

Rodney Tillman, Director
Fellsmere Water Control District
PO Box 438
Fellsmere, Florida 32948

Re: Carson Platt Water Management Plan

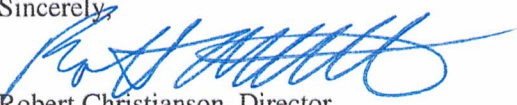
Dear Mr. Tillman:

Several years ago the Fellsmere Water Control District (WCD) sold drainage canals and roads within the Carson Platt property in Indian River County to the St. Johns River Water Management District (District). You may recall that as part of the acquisition the District agreed to develop a hydrologic restoration plan to reduce surface drainage from that property. Enclosed is draft of the Carson Platt Water Management Plan for your review.

The plan meets the requirements of our 10 November 1999 Intergovernmental Agreement. The modeling results indicate that surface water conditions will be enhanced by plugging seven ditches to reduce the peak 25-yr 24-hr discharge by 20 percent, twice what is called for in the inter-governmental agreement. Constructing the proposed weirs and plugs should also minimize impacts to the remaining lands and drainage systems within the WCD by reducing the volume of surface water run-off to those areas. This restoration will increase the hydroperiods of the onsite wetlands and pine flatwoods that have been colonized by upland species due to the drained conditions. This enhancement is consistent with the Department of Environmental Protection's approved land management plan and the proposed long-term use of the property as a conservation parcel within the St. Sebastian River Preserve State Park.

Please coordinate your response with Tom Workman (386) 312-2345. Implementation requires a biological analysis and consultation with USFWS; state and federal permits; and logistical assistance from the Park Service. Construction activities are scheduled for the 2006-07 District budget.

Sincerely,


Robert Christianson, Director
Department of Operations and Land Resources

RAC:tw
Enclosure

cc: Dustin DeVos Hector Herrera
 Jeff Elledge Steven R. Miller
 Mike Cullum

GOVERNING BOARD

Ometrias D. Long, CHAIRMAN APOPKA	David G. Graham, VICE CHAIRMAN JACKSONVILLE	R. Clay Albright, SECRETARY OCALA	Duane Ottenstroer, TREASURER JACKSONVILLE
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			Susan N. Hughes PONTE VEDRA

Carson Platt Water Management Plan

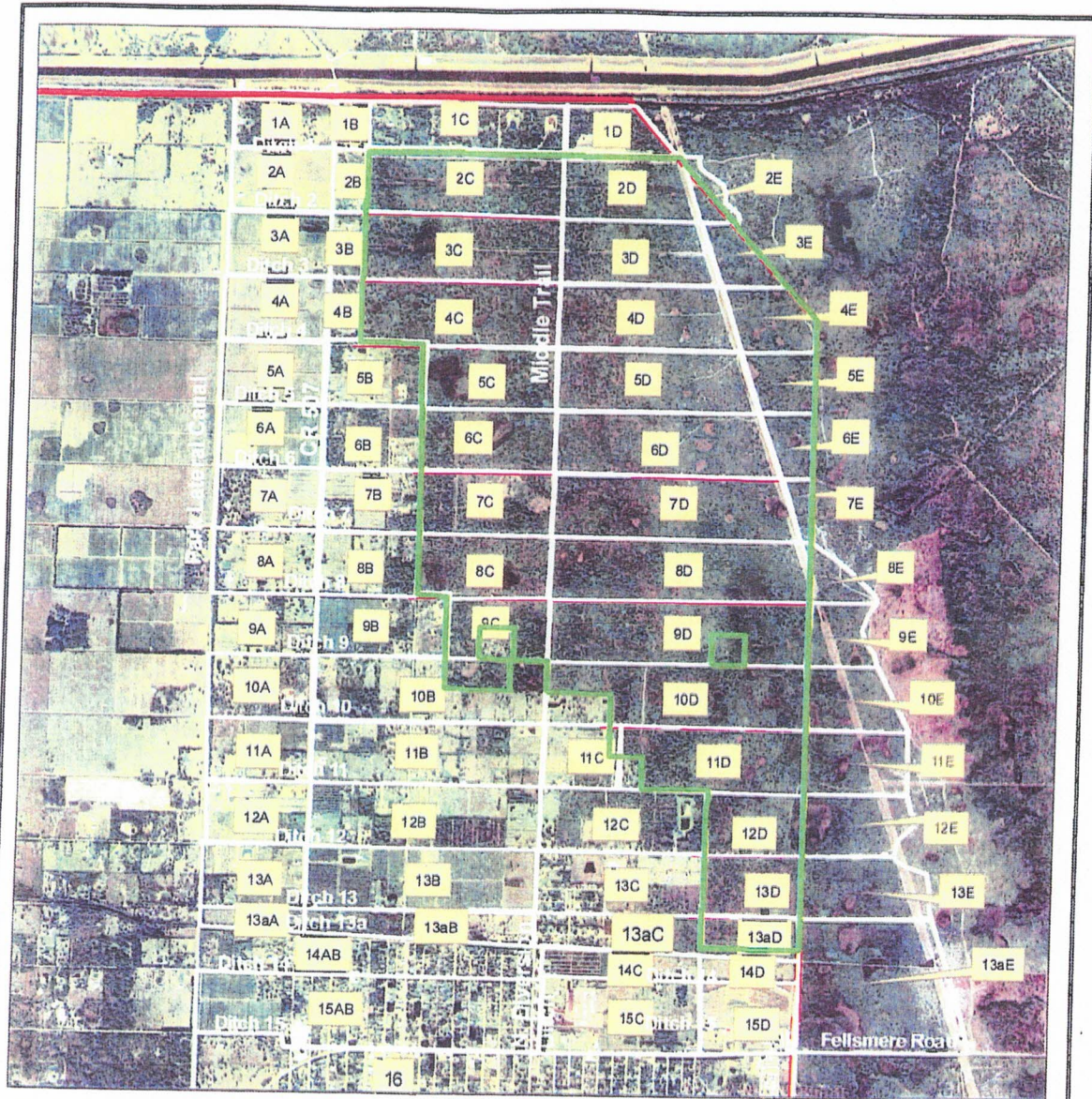
INTRODUCTION

Fellsmere Water Control District (WCD), a quasi-public body located in Fellsmere, Florida, and St. Johns River Water Management District (SJRWMD) located in Palatka, Florida, signed an intergovernmental agreement on 10 November 1999 for the sale of the Carson Platt Estate by the WCD to the SJRWMD for the purpose of creating a conservation area and ultimately improve the water quality of the Indian River Lagoon estuary system. A contingency of the intergovernmental agreement was that within six years from the date of signing the SJRWMD would submit a plan to manage the surface waters of the property by reducing the peak discharge from the 25-yr 24-hr storm event by at least 10%. If reasonably practicable, the coincidence of peak discharges from the Carson Platt with other properties within Fellsmere Water Control jurisdiction would be minimized. This paper develops the plan to comply with this requirement along with supporting data. Implementation requires at least ten months to complete a biological analysis and consultation with USFWS; obtain state and federal permits; and coordinate logistical assistance from the Park Service. These activities are scheduled for the 2006-07 District budget with a targeted construction window during the anticipated dry season from January – May 2007.

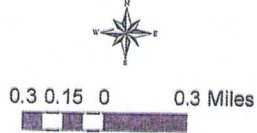
STUDY AREA

Drainage Area – The Carson Platt property (Fig. 1) comprises about 2,100 acres and lies entirely within Fellsmere WCD. Runoff drains into the Park Lateral Canal, the eastern most drainage canal in Fellsmere WCD. The Park Lateral Canal drains 9,318 acres. The canal is just under 6 miles long and drains north into Fellsmere Canal, which is the main collection channel for Fellsmere WCD. Fellsmere Canal then discharges into the Indian River Lagoon. Park Lateral Canal has 24 sublateral canals or ditches spaced at quarter-mile increments (Figures 1 & 2). Most the sublaterals are 12,800 ft long and flow west into Park Lateral Canal. The northern 14 ditches collect the runoff from Carson Platt plus adjoining land to the east between the high point of the coastal ridge and Fellsmere WCD's eastern boundary.

Subbasin Delineation – The 14 northern drainage ditches that collect runoff from Carson Platt and areas east were generally subdivided into 5 subbasins (Fig 1). Drainage was assumed from north to south, i.e. Ditch #1 collected sheet flow from lands lying to its north, Ditch #2 collected runoff from lands between Ditch #1 and Ditch #2, etc.



**Fig. 1 Park Lateral Canal Subbasins
Vicinity of Carson Platt Property**



Legend

- Carson Platt Boundary
- Fellsmere WCD subbasin
- ditches arc

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palmetto, Florida 32176-1429 Tel: (386) 328-4176.

Author: carter, Source: G:\Carson-Platt\ArcMap\Carson_subbasins.mxd, Time: 9/22/2005 12:58:09 PM

Ditches 16 through 24 were all single subbasins. A total of 96 subbasins were modeled for Park Lateral varying from 16.23 ac to 384.02 acres.

Land Use - The land use for each subbasin was estimated using 2004 aerial photography. Carson Platt was 100% forested. Table 1 lists the percent in each of ten land use categories for Park Lateral drainage area, including the Carson Platt property, which comprises about 22.5% of Park Lateral Canal watershed.

Table 1. Land use in percent

Land Use	(%)
Forest, open	60.6
Pasture	11.2
Agric/golf course	8.9
Low density resid	4.7
Med density resid	10.2
High density resid	0.0
Comm/Lt Indust	1.3
Heavy Indust	0.0
Wetlands	1.5
Water	1.5
	100.0

Soils and Associated Water Table Characteristics - Soils are commonly classified A, B, C, or D to represent their runoff potential. A soils have high infiltration capacity and low runoff. At the other extreme are D soils with very low infiltration capacity and high runoff amounts. In Florida's sandy soils, it is depth to the water table, not infiltration capacity that generally governs how much rain is captured and how much runs off, with A soils having a deep depth to the water table and D soils having a shallow depth. Table 2 gives a breakdown of the soil types found in Park Lateral Canal drainage area. Figure 3 shows the soil types found in Carson Platt. B/D soils predominate. B/D soils exhibits D characteristics under natural conditions, but can revert to a B type soil if adequately drained. Table 3 lists the depth to seasonal high water table for each of the soil types. There were no A or B soils in the study area so the depths listed are for A and B soils found elsewhere in Indian River County. The only C soil in the study area was for Satellite soils with depths of 1.0-3.5 ft to the water table. The depth given for D soils is for non-wetland areas. The D soils in the study area were all wetlands, which are under water during the wet season. Since most of the wetlands in the study area are drained to a limited extent, the depth to water table was assumed to be 0.01 ft. Likewise the B/D soils are drained but not all that well in the Carson Platt property, so they were assigned a depth half way between a B and a D soils or 1.5 ft. Similarly, the C/D soils were assigned an average depth between a C and D soils or 1.4 ft (see table 3).

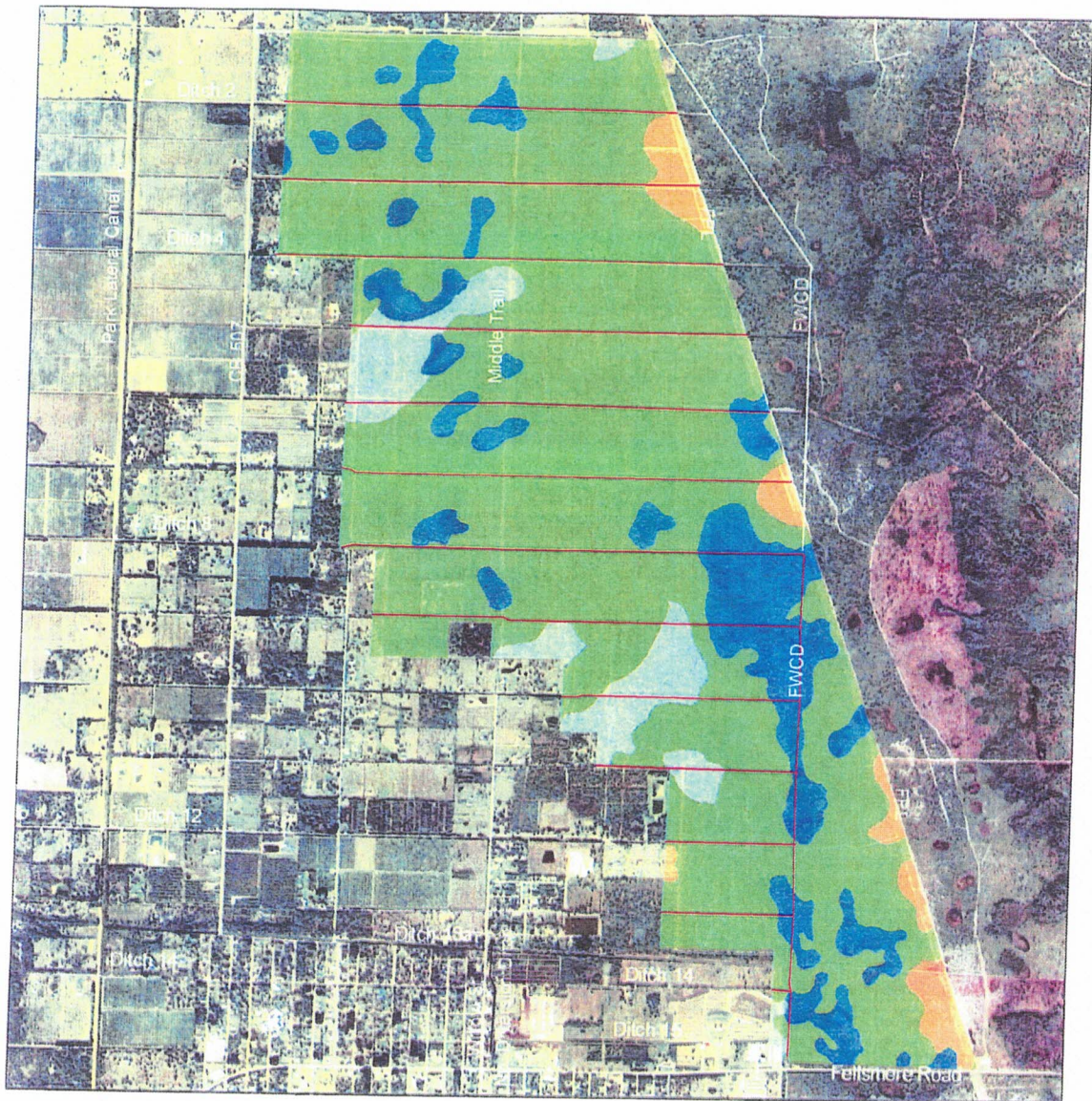
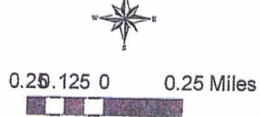


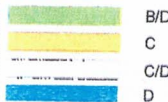
Figure 3. Carson Platt Hydrologic Soils Group



Legend

ditches arc
 cpsols polygon
 <all other values>

HYDRGRP



The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 329-4176.

Author:ecarter, Source:\Veng13\ir\gis\l\Carson_platt.mxd, Time:9/1/2005 3:52:43 PM

Table 2. Percent of hydrologic soils type

Soils type	%
A	0.0
B	0.0
C	3.5
D	0.0
Wetland	6.9
B/D	87.2
C/D	2.5
	100.0

Table 3. Average depth to water table and soil moisture capacity

Soil type	Depth to Water Table		Initial storage capacity (in)	Horton's decay rate (1/sec)
	Seasonal high water table (ft)	Adopted average depth (ft)		
A	>6.0	6.00	9.95	0.00008624
B	2-3.0	2.50	2.90	0.00029557
C	1-3.5	2.25	2.50	0.00034280
D	0-1.0	0.50	0.30	0.00284522
(D) Wetland	+2-1.0	0.01	0.00	0.69914296
B/D	0-1.0	1.50	1.42	0.00060646
C/D	0-1.0	1.40	1.28	0.00066829

Topographic Data - Carter Associates, Inc did an extensive survey of Fellsmere WCD. Ground elevations were obtained from aerial orthometric surveys flown on 23 April 2003 with spot elevations given approximately every 300 ft in all directions. Ground truthing of prominent features indicate an accuracy of +/- 0.5 ft. Field surveys were made of every culvert and bridge. Representative cross sections were obtained at regular intervals along Park Lateral, and 4 to 6 cross sections were obtained on each sublateral ditch. Fieldwork was completed 12 September 2003.

HYDROLOGIC DATA

Previous Investigations – The SJRWMD did preliminary runoff calculations for the Carson Platt property at the time of its purchase using the USACE's HEC-1 program. Runoff was based on the curve number (CN) method and the SCS unit hydrograph. Figure 3 is from that study. The property was divided into 3 subbasins and the runoff totaled. Peak discharge was 1,050 cfs for the 25-yr storm.

Carter Associates, Inc. did a master drainage plan and stormwater hydrologic analysis of the eastern half of the WCD in December 2003 for SJRWMD and Fellsmere WCD. They developed the runoff for the 25-yr storm. They used the ICPR model and

the SCS method of runoff determination. Their model was in great detail having 240 subbasins, 569 culverts, 732 channel segments plus other structures. Curve numbers (CN) varied from 70 for woods to 86 for residential areas. Their 25-yr 24-hr rainfall was 9.20 inches. The ICPR model did not use actual channel cross sections but only approximated them as trapezoids. SJRWMD plans to model the Fellsmere Water Management Area with EPA's Storm Water Management Model (SWMM) as part of the Indian River Lagoon North Feasibility Study, being conducted in concert with the U.S. Army Corps of Engineers.

Meteorological Data

Rainfall Data – A 25-yr rainfall distribution file totaling 9.63 inches in 24-hr from SJRWMD's earlier investigation in 1999 was used in the SWMM model. This value is high based on SJ TP 88-3 and point rainfall should be about 9.30 inches. Adjusting point rainfall to Park Lateral Canal's drainage area of 14.6 sq mi reduces this to 9.20 inches, the same amount used by Carter Associates, Inc. Future modeling should use 9.20 inches. Rainfall was distributed in 15-minute increments following guidelines in SJ TP 91-3.

Evaporation – Default values of 0.10 in/day contained in SWMM were used. Evaporation is not a significant factor over the 3 to 4 days modeled and is usually ignored for flood runoff.

Surface Water Data

Flood of 5 November 2003 - This was the largest flood event over the 14 months that Carter Associates, Inc. collected stage and rainfall data. The Fellsmere rain gage recorded 3.21 inches of rain and the other gage 2.5 miles to the south recorded 2.27 inches. Stage data was recorded at four sites on Park Lateral but not discharge. The stage recorder at Park Lateral just downstream from Ditch #4 was the only gage downstream of most of Carson Platt and was selected for calibration. It peaked at 15.0 ft NGVD, a rise of just over 5 feet, during the 5 November 2003 flood.

VISUAL SWMM MODEL

Visual SWMM is a proprietary Windows version of EPA's SWMM version 4.31. The Runoff block of SWMM applies rainfall to the various subbasins, computes infiltration and evaporation losses, and routes the runoff across the ground to the channel. It is also capable of doing simple downstream channel routings, but for more complicated hydrodynamic channel routings the EXTRAN block of SWMM is used.

Runoff Block

Subbasin data - Table 4 lists the λ values used to compute overland flow for each subbasin and each land use category. These values were taken from "City of Jacksonville

Master Stormwater Management Plan" (CDM, 1986). These values represent commonly accepted values taken from literature search and supported by their study results for the city of Tampa. Additional input data are subbasin drainage area, width of overland flow, and slope. These values were then used to come up with weighted values based on subbasin land uses. Overland flow slopes were based on the slopes taken from the USGS 5-ft quadrangle map and varied from 5'/1,500 ft to 5'/13,500 ft. Slopes for subbasins on ditches 14-24 were later reduced to .0001 in an attempt to slow down runoff to simulate the presence of culverts for these ditches.

Table 4. Land use parameters

Land Use	1	2	3	4	5	6	7	8	9	10
Impervious "n"	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.100	0.024
Pervious "n"	0.400	0.300	0.300	0.250	0.250	0.250	0.250	0.250	0.400	0.060
Impervious Ia	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.50	0.10
Pervious Ia	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.00	0.10
%Imperviousness	5.0	5.0	5.0	15.0	35.0	82.5	90.0	90.0	0.0	100.0
% DCIA	1.0	1.0	1.0	7.5	23.0	65.0	81.0	81.0	0.0	100.0
% NDCIA	4.0	4.0	4.0	7.5	12.0	17.5	9.0	9.0	0.0	0.0
% Pervious	95.0	95.0	95.0	85.0	65.0	17.5	10.0	10.0	100.0	0.0

Land use: 1) Forest, open, and park
 2) Pasture
 3) Agricultural and golf course
 4) Low density residential
 5) Medium density residential
 6) High density residential
 7) Light industrial, commercial, and institutional
 8) Heavy industrial and major roadways
 9) Wetlands
 10) Watercourses and water bodies

Infiltration Data – SWMM version 4.31 offers a choice of two infiltration equations, Green-Ampt and Horton. Each requires three input parameters. South Florida Water Management District (SFWMD) recommends Horton's equation (Lin and Perkins 1989). Horton's equation is as follows:

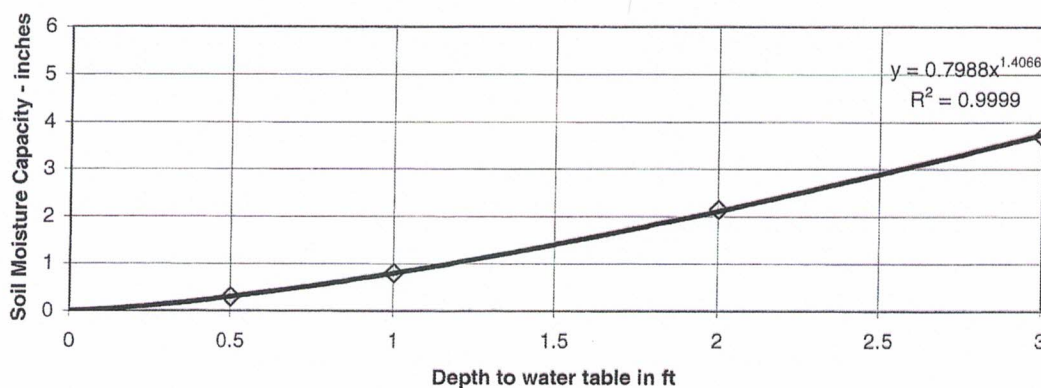
$$fp = fc + (fo - fc)e^{-\beta t}$$

where: fc = final constant infiltration rate
 fo = initial infiltration rate
 β = a decay factor
 fp = infiltration capacity as a function of time
 t = time.

SFWMD uses a modified version of Horton's equation that accounts for soil storage by adjusting the decay factor β . SFWMD recommends $fo = 3.1$ in/hr and $fc = 0.01$ in/hr for south Florida soils. These two parameter values were retained for use in the SWMM model. The third parameter, β was solved for using the equation $\beta = (fo - fc)/So$ where So is the initial watershed storage in inches. Table 3 gives the values for β for each soils type. A weighted average β had to be computed for each subbasin because most had two or more soils types. Before β could be solved, So had to be determined. Figure 4 was used to obtain So . Figure 4 was derived as follows. In SJRWMD publication SJ TP No. 85-5 (Suphunvorranop, 1985) the author recommends the ARS (Agricultural Research Service) method for obtaining watershed storage for Florida flatwoods based on a report

by Capece (Capece, 1984). The recommended method was developed from the absorption curve of sandy soils in the nearby Taylor Creek area in Okeechobee County (Speir et. al., 1969). Capece found the SCS curve number method consistently under estimated runoff volume. A plot of part of the ARS curve (Fig. 3 of Capece, 1984) revealed a regression equation and is duplicated in Figure 4 below. The equation is not valid beyond 3 ft.

Figure 4. Florida Flatwood's Depth to Water Table vs Soil Moisture Capacity



EXTRAN Block - The EXTRAN block collected all the runoff generated by the Runoff block for the 96 subbasins and routed it downstream to the Indian River Lagoon. A total of 436 junctions and 513 conduits were used to model Park Lateral Canal and its sublaterals. Figure 5 shows a schematic of all the conduits with the junctions representing the end of one cross sectional reach or culvert and the start of another representing. The only exceptions are the junctions representing subbasins, which are identified.

Channel Data – Ditches 1-13a, the North Diversion Canal, and the upper part of Ditches 14 and 15 were modeled in great detail using all the culvert and cross section data shown on the survey drawings. These ditches collect all the runoff from Carson Platt and convey them to Park Lateral Canal. (The North Diversion Canal intercepts the discharge from the upper 5,000 ft of Ditches 14 and 15 and sends it north into Ditch 13a. Ditch 13a lies between Ditches 13 and 14.) Each channel segment requires a junction at each end. An additional junction was inserted in long conduits if needed to collect the adjacent subbasin runoff. Park Lateral Canal was also modeled using all the culvert, bridge, and cross section data.

The lower half of sublateral Ditches 14 and 15 and Ditches 16 through 24 were not modeled in detail. Culverts were ignored for these ditches except the final culvert discharging into Park Lateral Canal. Other means were used to slow the runoff rate for these ditches. Manning's "n" values from the ICPR model were used in the SWMM

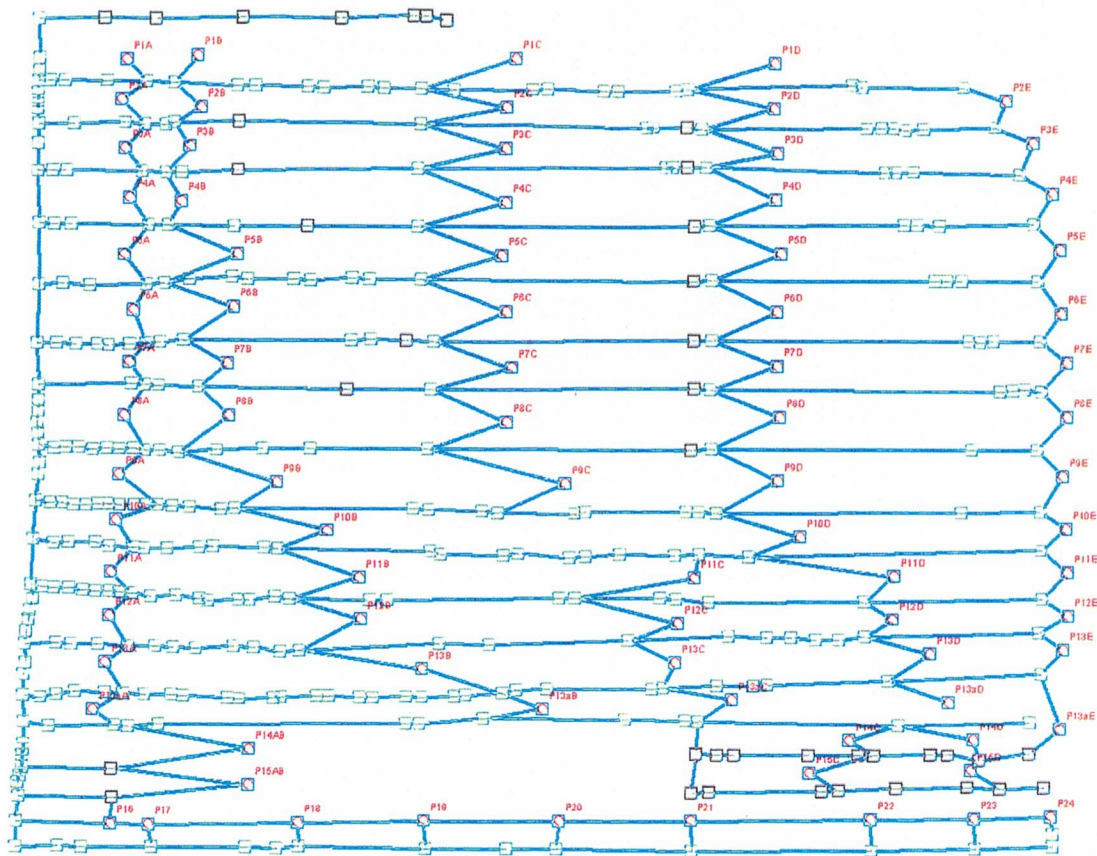


Figure 5. SWMM link/node diagram with subbasin numbers only identified.

model, which were 0.035 for Park Lateral Canal and 0.07 for sublateral ditches. The “n” value for Park Lateral Canal south of Fellsmere was increased to 0.06 to slow the runoff rate upstream, but had little impact.

Overland flow/surface storage accounting – There are numerous depressions and wetlands throughout the study area that retain runoff, attenuate flood peaks, and can divert flow from one ditch to another. Aerial photographs show breaches in existing ditch banks where they pass through wetlands that the surveys do not detect. To account for storage and movement of water between ditches, representative samplings of ground elevations within each subbasin were taken and an equivalent channel having the same stage storage characteristics of the subbasins was created. The length of this channel was the overland flow distance for the respective subbasin. This combination storage/overland flow channel was usually placed at the lowest end of the subbasin connecting the subbasin junction with the nearest junction in the ditch south of it. Another connection without storage was made from the subbasin junction to the ditch to the north. This allowed flow to either ditch or from one ditch to another if water levels

invert elevation equal to the lowest storage channel elevation was used for the north connection.

MODELING RESULTS

5 November 2003 Flood –Table 5 compares the simulated peak stage at the downstream most gage on Park Lateral Canal with the observed peak stage. SJRWMD's results fell in between Carter Associates, Inc. and the observed. This is a good indication that SJRWMD's model is giving reasonable answers. Had the time been taken to model the 171 culverts in the city limits of Fellsmere and areas to the south, the results for SJRWMD's model would have been even better. Regardless, the level of detail used to model Carson Platt is more than adequate to assess the impact of different alternatives for reducing the runoff rate independent from what the runoff is from the remainder of the Park Lateral Canal watershed.

Table 5. Observed vs. Simulated Peak Stage at Park Lateral Canal & Ditch 4

Nov. 5, 2003	Units	Observed	SJRWMD	Carter Assoc
Peak stage	ft, NGVD	15.00	15.90	16.36
Time	Hr	6:30 PM	4:30 PM	9:33 AM
Peak discharge	cfs	N.A.	416	604

25-yr Flood Existing Conditions – The SWMM model predicted a peak stage of 21.0 ft at the Park Lateral Canal-Ditch 4 gage site for the 25-yr flood. Peak discharge was 1,192 cfs. Carter Associates, Inc. predicted a peak stage of 19.78 ft and a peak discharge of 1,139 cfs. Much of this difference is due to Carter Associates, Inc. using 9.2 inches for the 25-yr rainfall and SJRWMD using 9.63 inches. This is a good indicator that both models are simulating runoff well. Table 6 lists the peak stages for existing conditions along the west boundary of Carson Platt. Figure 6 shows the combined discharge hydrograph from summing all the flows passing these same locations. Flow at the upstream end of Ditch 14 was included since it receives runoff from subbasins 8E-13aE, which make up the headwater area lying outside of Carson Platt.

25-yr Flood 7 Plug Alternative –For this alternative 7 plugs were placed in Ditches 2 through 8 along the middle trail that pretty much splits Carson Platt in half in this area (see Figure 7). This is the trail that is an extension of Willow Street in Fellsmere. Water was allowed to spill around the plugs as a 200 ft swath having a radius of 300 ft at appropriate ground elevations as shown on the plan view of Carter Associates, Inc.'s plan and profile drawings. Upstream of the plugs, starting water levels in the ditches and adjoining wetlands for the 25-yr flood were assumed to be the level at which spilling to the west begins. Table 6 compares the resulting peak stages and discharges along the west boundary of Carson Platt. Figure 6 compares the combined runoff hydrograph with the 7 plugs to existing conditions. There is a 20 percent reduction in peak outflow. The peak occurs about 3 hours sooner and the recession is spread over a much longer time. The peak stage immediately upstream of the plugs varies uniformly from 27.4 ft at ditch 2 to 27.15 ft at ditch 8. This is 0.8 to 1.0 ft above

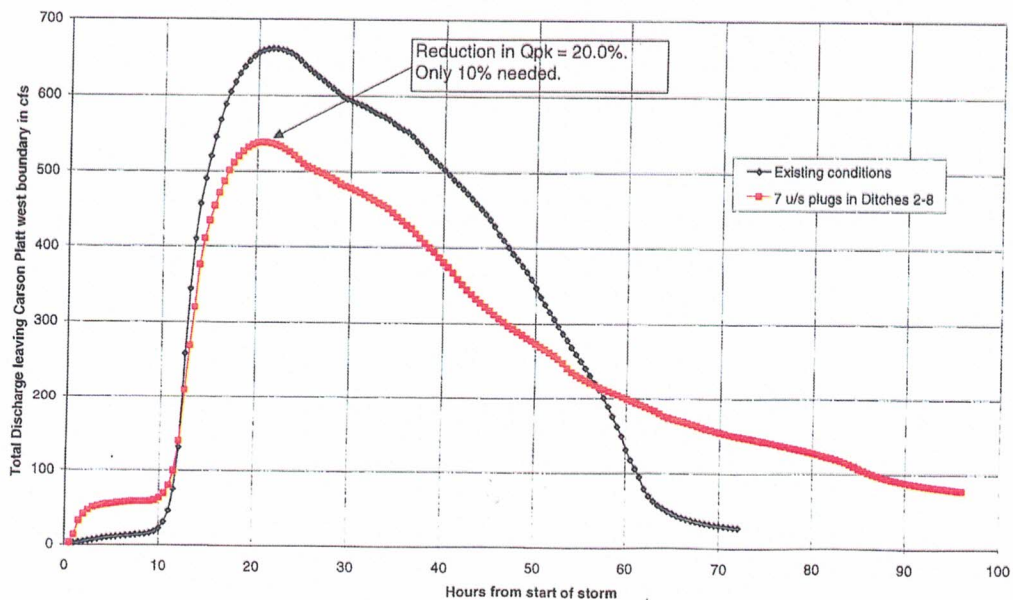
natural ground or spillover elevation for ditches 2-6, and 1.8 and 1.65 ft above natural ground, respectively for ditches 7 and 8. The plugs should therefore be at least one foot higher than the 25-yr peak water level and extend beyond the banks for 200 ft to force the water inland and around the plugs.

Table 6. Changes in 25-yr peak flood discharges and stages along W. boundary of Carson Platt

Ditch #		Peak discharge leaving property			Peak stage at W. property line		
		Existing (cfs)	7 Plugs (cfs)	Change (cfs)	Existing (ft)	7 Plugs (ft)	Change (ft)
1		46.19	49.09	2.90	25.19	25.19	0.00
2	plug*	63.97	56.02	-7.95	25.19	24.92	-0.27
3	plug*	65.97	53.98	-11.99	25.54	25.20	-0.34
4	plug*	54.76	25.13	-29.63	25.95	25.30	-0.65
5	plug*	26.84	23.52	-3.32	24.70	24.07	-0.63
6	plug*	73.35	54.22	-19.13	25.42	24.67	-0.75
7	plug*	66.51	44.06	-22.45	25.43	24.46	-0.97
8	plug*	61.81	33.80	-28.01	25.70	24.72	-0.98
9		48.47	39.09	-9.38	25.69	24.94	-0.75
10		41.35	43.88	2.53	26.49	26.62	0.13
11		54.09	53.82	-0.27	27.47	27.47	0.00
12		48.92	48.92	0.00	27.80	27.81	0.01
13		90.01	90.00	-0.01	28.37	28.37	0.00
14		19.66	19.66	0.00	28.49	28.50	0.01
Total		662	536.94	-125.06			

*Plug placed u/s at existing dirt trail that is an extension of Willow St in Fellsmere.

Figure 6. Carson Platt 25-yr Flood along west boundary with upstream plugs in Ditches 2-8



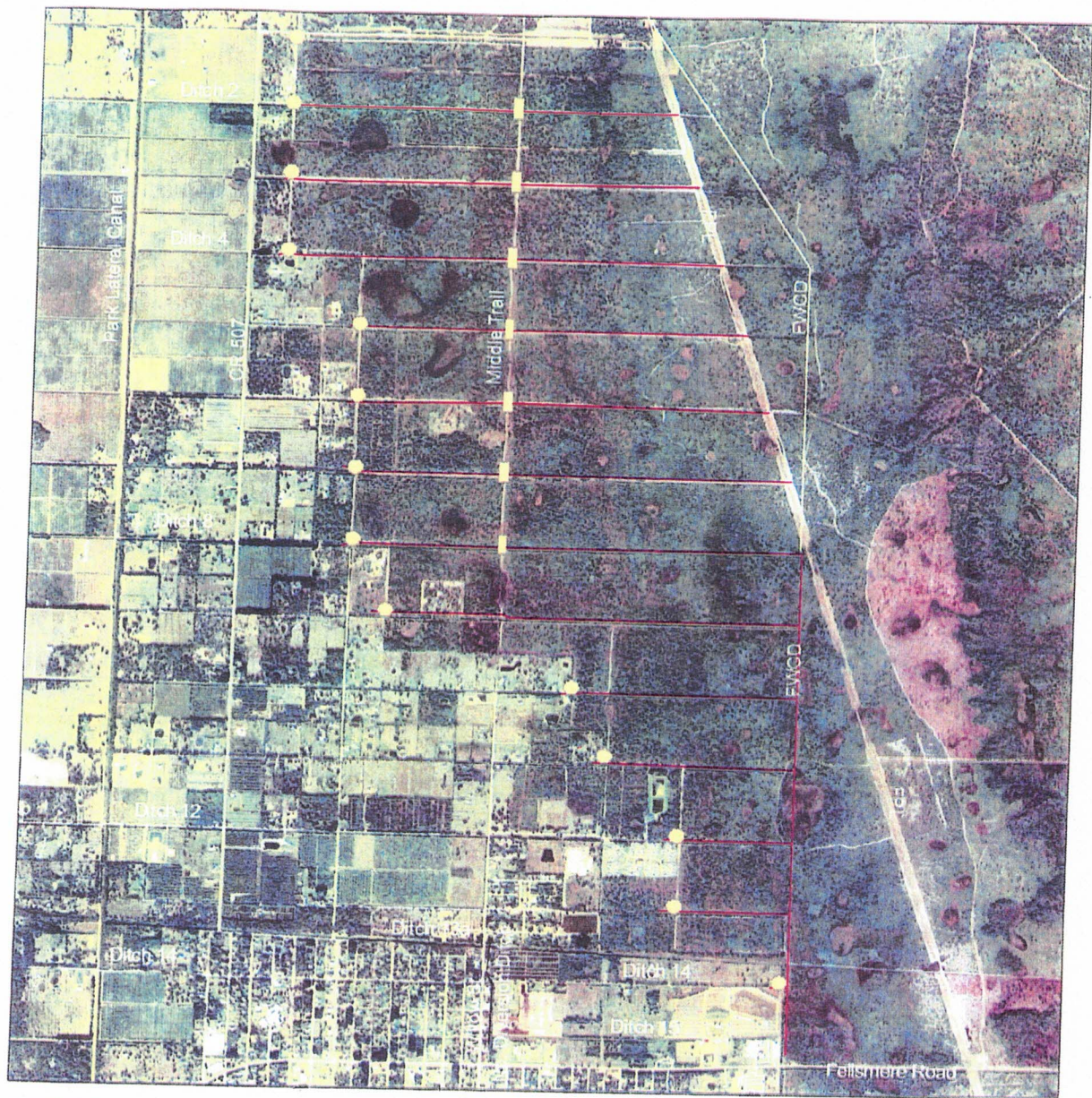
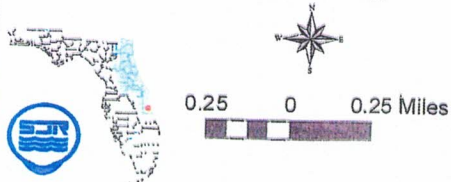


Figure 7. Carson Platt Proposed Ditch Plugs



Legend

- Ditches arc
- Earthen plugs
- Property discharge points

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street, Palatka, Florida 32178-1429. Tel: (386) 329-4176.

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CONCLUSIONS AND RECOMMENDATION

Plugging seven ditches, Ditches 2 through 8, along the middle trail (Figure 7) would restore much of the forestland upstream of these plugs to their original condition, and would effectively reduce the peak 25-yr 24-hr discharge leaving the Carson Platt property by 20 percent, twice what is called for in the intergovernmental agreement. The peak in the discharge hydrograph (Figure 6) occurs 2 hours sooner than before. It also peaks 5 hours sooner than Park Lateral Canal instead of 3 hours sooner. The land elevations along the Middle Trail range from 27 ft at Ditch 2 to 25 ft at Ditch 8. Plugs at these points would not impact lands outside the property or along the FPL right-of-way to the east, which ranges between 32 and 33 ft. Therefore, it is recommended that ditches 2 through 8 be plugged along the Middle Trail. The plug should be at least one foot above the 25-yr flood stage, or to a minimum grade of 28.4 ft and should extend north and south 200 ft beyond the top of ditch bank to force the water inland and around the plugs.

REFERENCES

- Capece, J. C., 1984. "Estimating Runoff Peak Rates and Volumes from Flat, High-Water-Table Watersheds", Master of Engineering Thesis, Gainesville, Florida, Univ. of Florida.
- Carter, 2003. "Fellsmere Water Control District East Master Drainage Plan and Stormwater Hydrologic Analysis of the Gravity Drainage System Located Between the East Boundary, Lateral U, the Main Canal, and Ditch 24 - Located in Indian River County", Vero Beach, Fla., Carter Associates, Inc.
- CDM, 1988. "Master Stormwater Management Plan - Prepared for City of Jacksonville, Florida and the St. Johns River Water Management District", Jacksonville, Fla., Camp Dresser & McKee Inc.
- Lin, S.S., and W.A. Perkins. 1989. "Review of Pre-Development Runoff Analysis Methods", Volume I, Technical Memorandum DRE 270. West Palm Beach, Fla.: South Florida Water Management District.
- Speir, W. H., W. C. Mills, and J. C. Stephens, 1969. "Hydrology of Three Experimental Watersheds in Southern Florida", ARS Publication No. 41-152, Washington, D.C., USDA-Agricultural Research Service.
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INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, (hereinafter called "Agreement"), is made and entered into as of this 10th day of November, 1999, by and between **FELLSMERE WATER CONTROL DISTRICT**, a quasi-public body existing under Chapter 298 of the Florida Statutes, also known as Fellsmere Drainage District, whose mailing address is Post Office Box 438, Fellsmere, Florida 32948 (hereinafter referred to as "Seller"), and **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida, 32178-1429 (hereinafter referred to as "Buyer").

WITNESSETH THAT

WHEREAS, the Seller and Buyer have entered into an Agreement of Purchase and Sale dated November 10, 1999, (the "Purchase Agreement") providing for the Buyer to purchase fee simple title to certain real property situate in Indian River County, Florida, consisting of canal and road rights of way within lands owned by the Carson Plant Estate, described as Parcel "B" in the Purchase Agreement, and as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Paragraph 28(D) of the Purchase Agreement contains an agreement between Buyer and Seller whereby Buyer agrees to cooperate with Seller to ensure that any future restoration plans for the Property will not substantially impede or interrupt the drainage and operation of the works of the Seller with respect to remaining lands served by the Seller; and

WHEREAS, the Purchase Agreement is further contingent upon Buyer's coordination with Seller, prior to closing on the Property, to delete from Buyer's purchase of the Property any canals, roads, rights of way within the Property which may be required by the Seller to provide for (i) maintenance and repair of any of Seller's existing works, (ii) the drainage needs of out parcel owners, or (iii) any other purposes as may be deemed necessary or desirable by Seller; and

WHEREAS, Seller and Buyer are entering into this Agreement to set forth the terms and conditions of the parties with respect to the Seller's continued maintenance and operation of Seller's works as described above.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable considerations, the parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. Water Management Plan

(A) On or before a period of Six (6) years from the date of Closing under the Purchase Agreement, Buyer shall prepare and deliver to Seller, for Seller's review and approval, a plan for managing surface waters of the Property (the "Water Management Plan") for the

Property. The Water Management Plan shall set forth in detail Buyer's proposed use of the Property, and the method of minimizing impacts to remaining lands and drainage systems within the Fellsmere Water Control District jurisdiction from surface water run-off from the Property. The Seller shall have the opportunity to review and provide input regarding issues addressed within the Water Management Plan. The goal of the Water Management Plan, which shall contain a project construction schedule, shall be to achieve at least a ten percent (10%) reduction in peak discharge off the Property as a result of a 25-year 24-hour storm event and, to the greatest extent reasonably practicable, minimize the coincidence of peak discharges from the property with peak discharges from other properties within the Fellsmere Water Control jurisdiction. The basis for approval by Seller of the Water Management Plan shall be limited to consideration of the extent to which such Plan achieves the goal stated above. The parties agree to negotiate responsibly and in good faith, regarding the elements of said Water Management Plan to accomplish the dual needs of both parties, and Seller's approval of such Water Management Plan shall not unreasonably be withheld.

(B) Prior to the development of the Water Management Plan, the Buyer shall not install any drainage improvements or make any drainage modifications that result in discharges from the Property greater than current conditions. Buyer and Seller agree that their engineers shall work together to attempt to effectuate a reduction in discharge flows and protection of other properties within the Fellsmere Water Control jurisdiction from flooding.

(C) In the event Buyer, for any reason, is unable to satisfy the conditions of Paragraph 1(A) above, Buyer agrees to pay Seller an annual amount of Twenty Thousand Five Hundred and 00/100 Dollars (\$20,500.00). Such payment shall continue to be paid by Buyer to Seller, until such time as the goal described in Paragraph 1(A) has been met.

2. Out Parcel Ownerships. The Seller and Buyer are aware of the existence of an approximately 10 acre out parcel ownership owned by Henrique and Emilia Rodrigues, identified as Lot 949 of Fellsmere Farms Company Subdivision, which parcel of land lies within the perimeter of the Property being acquired by Buyer (hereinafter the "Out Parcel Ownership") which, until acquired by Buyer, will remain within the jurisdiction of the Sellers drainage system. In the event a purchase and sale or exchange of the Out Parcel Ownership has not been consummated prior to closing under the Purchase Agreement, Buyer agrees to diligently pursue and expedite negotiations for sale or exchange of the Out Parcel Ownership within the perimeters of the Property purchased by Buyer. Seller agrees to attempt, in good faith, to facilitate negotiations for sale or exchange of the Out Parcel Ownership within the perimeters of the Property purchased by Buyer.