



**FELLSMERE  
WATER CONTROL DISTRICT**

**INDIAN RIVER COUNTY**

**REGULAR BOARD MEETING  
SEPTEMBER 8, 2022  
10:00 A.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.fellsmeregcd.org](http://www.fellsmeregcd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**FELLSMERE**  
**WATER CONTROL DISTRICT**  
109 North Willow Street  
Fellsmere, Florida 32948  
**REGULAR BOARD MEETING**  
September 8, 2022  
10:00 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public
- F. Approval of Minutes
  - 1. July 14, 2022 Regular Board Meeting Minutes.....Page 2
- G. Old Business
- H. New Business
  - 1. Consider Approval and Ratification of Sonrise Ingress and Egress License.....Page 9
  - 2. Consider Approval of Services Agreement for Year 2022 Right-of-Way Mowing.....Page 21
  - 3. Consider Resolution NO. 2022-12 – Adopting a Fiscal Year 2022/2023 Meeting Schedule....Page 28
- I. Administrative Matters
  - 1. Financials.....Page 30
- J. Board Members Comments
- K. Adjourn

## Miscellaneous Notices



Published in St. Lucie News Tribune on December 3, 2021

### Location

St. Lucie County, Florida

### Notice Text

NOTICE There will be a public meeting of the Board of Supervisors of the FELLSMERE WATER CONTROL DISTRICT at the District office, 109 North Willow Street, P.O. Box 438, Fellsmere, Florida 32948 at 10:00 a.m. the second Thursday of the following months for the year of 2022. January 13, 2022, March 10, 2022, Landowner's Meeting May 12, 2022, July 14, 2022, September 8, 2022, November 10, 2022. A copy of the agenda may be obtained by writing to the Secretary. If a person decides to appeal any decision made by the board, with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he will to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Anyone who needs a special accommodation for this meeting may contact the district office at (772)571-0640 at least 48 hours in advance of meeting. Pub: Dec 3, 27, 2021 TCN4996845

**FELLSMERE WATER CONTROL DISTRICT  
REGULAR BOARD MEETING  
JULY 14, 2022**

**A. CALL TO ORDER**

The Regular Board Meeting of the Fellsmere Water Control District (“District”) of July 14, 2022, was called to order at 10:01 a.m. in the District office located at 109 North Willow 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 *St. Lucie News Tribune* on December 3, 2021, as legally required.

**C. ESTABLISH A QUORUM**

Mr. Sakuma stated that the attendance of Supervisors Richard Carnell and Rodney Tillman constituted a quorum and it was in order for the meeting to proceed. Supervisor Greg Nelson listened by phone, however he did not participate in the meeting.

Also in attendance were: District Manager Frank Sakuma of Special District Services, Inc., District Engineer George Simons P.E. of Carter Associates and Mark D. Mathes, Fellsmere City Manager.

**D. ADDITIONS OR DELETIONS TO AGENDA**

Staff requested (1) item under “New Business.”

**1 – (New Business/H-19) Secondary Drainage Connections**

A **motion** was made by Mr. Tillman, seconded by Mr. Carnell and passed unanimously adopting the agenda, as amended.

**E. COMMENTS FROM THE PUBLIC**

There were no comments from the public.

**F. APPROVAL OF MINUTES**

**1. May 12, 2022, Annual Meeting**

Mr. Simons asked for the following to be stricken from the minutes: “George will not allow the pipe under Broadway and Ditch 14 to be larger than what it is.”

The May 12, 2022, Annual Meeting minutes were approved, as amended, on a **motion** made by Mr. Carnell, seconded by Mr. Tillman and the **motion** passed unanimously.

**G. OLD BUSINESS**

There were Old Business matters to come before the Board.

## **H. NEW BUSINESS**

### **1. Consider Approval of Amendment to our Management Contract**

Mr. Sakuma presented the Board with a draft management contract with Special District Services, Inc. (SDS) and noted the cost for Task 6 would be \$500, not \$4,000.

After Board discussion, a **motion** was made by Mr. Carnell, seconded by Mr. Tillman and passed unanimously approving the SDS management contract with the noted correction to the cost of Task 6.

### **2. Discussion Regarding Retaining Attorney**

Mr. Carnell updated the Board on efforts to retain legal counsel for the District. After Board discussion, a **motion** was made by Mr. Tillman, seconded by Mr. Carnell and passed unanimously authorizing the President to retain legal counsel for the District, and if retained, to bring forward an engagement letter to the next meeting for approval and ratification.

### **3. Project Status on East Boundary CR 512 Regional Roadway in the City of Fellsmere**

Mark D. Mathes, Fellsmere City Manager, updated the Board on several efforts underway and planned for the City of Fellsmere and answered questions from the Supervisors about District coordination among the projects:

- New York Ditch Grant Funded Project;
- South Regional Lake;
- 97<sup>th</sup> Street Project;
- Lincoln Street (future);
- Stormwater Greenway – Kentucky/Willow/Broadway.

The Board thanked Mr. Mathes for his attendance and for the updates and discussion.

### **4. Consider Resolution No. 2022-01 – Re-Designating a Registered Agent and Primary Administrative Office**

Mr. Sakuma presented Resolution No. 2022-01, entitled:

#### **RESOLUTION 2022-01**

#### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT RE-DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

After Board discussion a **motion** was made by Mr. Carnell, seconded by Mr. Tillman and passed unanimously adopting Resolution 2022-01, as presented.

### **5. Consider Resolution No. 2022-02 – Re-Designating Local Records Office**

Mr. Sakuma presented Resolution No. 2022-02, entitled:

**RESOLUTION 2022-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT RE-DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

After Board discussion a **motion** was made by Mr. Tillman, seconded by Mr. Carnell and passed unanimously adopting Resolution 2022-02, as presented.

**6. Consider Resolution No. 2022-03 – Adopting Records Retention Policy**

Mr. Sakuma presented Resolution No. 2022-03, entitled:

**RESOLUTION 2022-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.**

After Board discussion a **motion** was made by Mr. Tillman, seconded by Mr. Carnell and passed unanimously adopting Resolution 2022-03, as presented.

**7. Consider Resolution No. 2022-04 – Adopting Legal Defense Policy**

Mr. Sakuma presented Resolution No. 2022-04, entitled:

**RESOLUTION 2022-04**

**A RESOLUTION SETTING FORTH THE POLICY OF THE FELLSMERE WATER CONTROL DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS, DISTRICT OFFICERS, AND RETAINED STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.**

After Board discussion a **motion** was made by Mr. Tillman, seconded by Mr. Carnell and passed unanimously adopting Resolution 2022-04, as presented.

**8. Consider Resolution No. 2022-05 – Authorizing Secretary to Execute Plats, Permits and Conveyances**

Mr. Sakuma presented Resolution No. 2022-05, entitled:

**RESOLUTION 2022-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT GRANTING THE CHAIRPERSON THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

After Board discussion, it was determined that this resolution was not appropriate at this time.

**9. Consider Resolution No. 2022-06 – Adopting Alternative Investment Guidelines**

Mr. Sakuma presented Resolution No. 2022-06, entitled:

**RESOLUTION 2022-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE 4DISTRICT ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), *FLORIDA STATUTES*, AND PROVIDING AN EFFECTIVE DATE.**

After Board discussion a **motion** was made by Mr. Tillman, seconded by Mr. Carnell and passed unanimously adopting Resolution 2022-06, as presented.

**10. Consider Resolution No. 2022-07 – Adopting Prompt Payment Policy**

Mr. Sakuma presented Resolution No. 2022-07, entitled:

**RESOLUTION 2022-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Tillman noted the payments of the District may need to include a “warrant”, and SDS should investigate that requirement further. After Board discussion a **motion** was made by Mr. Tillman, seconded by Mr. Carnell and passed unanimously adopting Resolution 2022-07, as presented.

**11. Consider Resolution No. 2022-08 – Approving Statewide Mutual Aid Agreement**

Mr. Sakuma presented Resolution No. 2022-08, entitled:

**RESOLUTION 2022-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT, INDIAN RIVER COUNTY, STATE OF FLORIDA, APPROVING THE FLORIDA STATEWIDE MUTUAL AID**

**AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

After Board discussion a **motion** was made by Mr. Tillman, seconded by Mr. Carnell and passed unanimously adopting Resolution 2022-08, as presented.

**12. Consider Resolution No. 2022-09 – Adopting Travel Reimbursement Policy**

Mr. Sakuma presented Resolution No. 2022-09, entitled:

**RESOLUTION 2022-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT ADOPTING A POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

Mr. Carnell asked that staff confirm the reimbursement rate and make any adjustments to the approved resolution, if adopted. After Board discussion a **motion** was made by Mr. Tillman, seconded by Mr. Carnell and passed unanimously passing Resolution 2022-09 with the provision to adjust the reimbursement rate to conform to current Florida laws.

**13. Authorization to Issue RFP for Auditing Services**

Mr. Sakuma explained to the Board that SDS recommended the current financial auditor be retained for the fiscal year ending September 30, 2022, and that an RFP for auditing services be noticed in the next fiscal year. After Board discussion, it was determined to bring this matter before the Board in the next fiscal year.

**14. Designation of Board of Supervisors as Audit Committee**

No Board action was taken on this item.

**15. Consider Authorization to Obtain General Liability and Public Officers Insurance**

Mr. Sakuma explained that SDS recommended seeking competitive insurance coverage for the District. After Board discussion a **motion** was made by Mr. Carnell, seconded by Mr. Tillman and passed unanimously authorizing SDS to seek competitive insurance coverage for the District.

**16. Consider Resolution No. 2022-10 – Adopting Internal Control Policy**

Mr. Sakuma presented Resolution No. 2022-10, entitled:

**RESOLUTION 2022-10**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.**



After Board discussion a **motion** was made by Mr. Tillman, seconded by Mr. Carnell and passed unanimously adopting Resolution 2022-10, as presented.

### **17. Consider Resolution No. 2022-11 – Establishing CDD Checking Account Signers**

Mr. Sakuma presented Resolution No. 2022-11, entitled:

#### **RESOLUTION 2022-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT DIRECTING SPECIAL DISTRICT SERVICES, INC. TO ESTABLISH A LOCAL BANK ACCOUNT AT PNC BANK FOR THE DISTRICT AND APPOINT TODD WODRASKA, JASON PIERMAN, PATRICIA LASCASAS, FRANK SAKUMA AND \_\_\_\_\_ AS SIGNERS ON THE ACCOUNT AND PROVIDING AN EFFECTIVE DATE.**

After Board discussion, a **motion** was made by Mr. Carnell, seconded by Mr. Tillman and passed unanimously adopting Resolution 2022-11 with the addition of **Jerry R. Tillman** as an authorized signer on the account.

### **18. Consider Approval of Non-Exclusive Ingress, Egress, and Access Easement and Use Agreement**

Thomas C. Nash, II, Esq. joined by phone in support of his request for an access easement through District property. After discussion amongst the Board and Mr. Nash, the Board denied the request. Mr. Sakuma was directed to send a copy of an earlier approved Sonrise permit and a permit application form to Mr. Nash.

### **19. Secondary Drainage Connections to the District**

Mr. Simons explained that the retirement of District staff, combined with a change in the management of the District, required an increase in Engineering time and costs. After Board discussion with Mr. Mathes and staff, it was suggested an increase to \$250 in minimum permit application fees would be appropriate. In addition, the Board would work with staff in several suggested edits to the permit to better communicate to applicants the expected costs of permit review, tracking and inspections. A **motion** was made by Mr. Tillman, seconded by Mr. Carnell and passed unanimously to increase the minimum permit application fee to \$250.00, and for further revisions to the permit language be developed as discussed.

## **I. ADMINISTRATIVE MATTERS**

### **1. Manager's Report**

Mr. Sakuma had no further report for the Board.

### **2. Attorney's Report**

Not applicable.

### **3. Engineer's Report**

Mr. Simons confirmed to the Board that FWCD had submitted their 20-Year Stormwater Needs Analysis, as required by law.

Mr. Simons advised on the status of the John Brown and Sons permit, which is in process.

#### **4. Financial Report**

Mr. Sakuma advised that the financial records of the District were still being transferred and reviewed by SDS, and that a financial report would be included in future Board packages.

#### **J. BOARD MEMBER COMMENTS**

There were no further comments from the Board.

#### **K. ADJOURNMENT**

There being no further business to come before the Board, Mr. Carnell adjourned the meeting at 12:39 p.m.

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Secretary/Assistant Secretary

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President/Vice-President

This instrument prepared by and after  
recording should be returned to:  
David Itskovich, Esquire  
Nelson Mullins Riley & Scarborough LLP  
1905 NW Corporate Blvd., Ste. 310  
Boca Raton, FL 33431

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**NON-EXCLUSIVE INGRESS, EGRESS, AND ACCESS LICENSE  
AND USE AGREEMENT**

THIS NON-EXCLUSIVE INGRESS, EGRESS, AND ACCESS LICENSE AND USE AGREEMENT ("**Agreement**"), are made and entered into as of the 19<sup>th</sup> day of August, 2022, by and between the **FELLSMERE WATER CONTROL DISTRICT**, a drainage district organized and existing under the General Drainage Laws of the State of Florida, whose address is 109 N. Willow Street, P.O. Box 438, Fellsmere, Florida 32948, hereinafter referred to as the "**District**" or the "**Grantor**", in favor of the **Sonrise Apartment Properties LLC**, a Florida limited liability company, having an address at 10225 Ulmerton Road, Suite 10A, Largo, FL 33777, and any successors or assigns, hereinafter referred to as the "**Grantee**" or the "**Permitee**".

**RECITALS**

- A. District is the owner of the property legally described on Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "**District's Property**".
- B. Grantee is the owner of the property legally described on Exhibit "B" attached hereto and made a part hereof, hereinafter referred to as the "**Grantee's Property**".
- C. Grantee has requested that District provide to Grantee a license over the District's Property as legally described on Exhibit "C" attached hereto and made a part hereof, hereinafter referred to as the "**License Area**", for the benefit of the Grantee's Property, a non-exclusive ingress, egress, and access license over the License Area for vehicular and pedestrian access to and from the Grantee's Property from N. Willow Street, a public right-of-way, over the District's Property and canal right-of-way.
- D. Grantee's predecessor in title constructed a culvert, asphalt drive, and a concrete sidewalk over the District's Property (the "**Improvements**").

**AGREEMENT**

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby grants to Grantee a License, as follows:

1. Recitals. The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.
2. License. The District does hereby grant unto the Grantee an irrevocable perpetual non-exclusive License for purposes of (a) installing, constructing, maintaining, repairing and replacing the Improvements connecting the separate tracts of Grantee's Property over and across the District's

Property, and (b) vehicular and pedestrian ingress and egress over and across the District's Property to and from the separate tracts of Grantee's Property so as to allow access to and from all portions of Grantee's Property to and from N. Willow Street, a public right-of-way (hereinafter referred to as the "License").

3. Use of District's Right-of-Way. Grantee and residents, employees, agents, contractors, and invitees shall have the right to use the Improvements as a means of ingress to and egress from the Grantee's Property to and from N. Willow Street, a public right-of-way.
4. Conditions. As a condition precedent to the rights herein granted, Grantee agrees to and with the District as follows:
  - a. Special Conditions.
    - i. The Improvements are accepted by the District.
    - ii. Any disturbance of canal bank and adjacent berm shall be regraded, by Grantee, to typical canal cross-section, compacted and stabilized to prevent erosion and/or sloughing of bank into canal.
    - iii. Grantee shall keep the culvert clear at all times, including regular removal of silt, debris, and vegetation that may accumulate from time to time.
    - iv. The District assumes no liability associated with the Improvements, or use thereof, and further assumes no responsibility for maintenance, repair or replacement of the Improvements.
  - b. General Conditions.
    - i. Grantee assumes full responsibility for the operation or maintenance of the Improvements located on District's Property and right-of-way by Grantee and shall expressly assume all risk of loss to or in connection with the same, including without limitation, any expense, loss, damage or claim from any cause whatsoever, and the District assumes and shall have no liability or responsibility in connection therewith.
    - ii. That this Agreement is subject always to the paramount right of the District to keep and maintain its drainage district and water control functions and operations. Should activities by the Grantee damage the District function or facilities, Grantee shall make the necessary corrections within 60-days of receiving notice. Failure to correct by Grantee will result in the District making the necessary corrections and invoicing the Grantee for the cost of the repair and any associated administrative costs incurred.
    - iii. Grantee agrees to indemnify the District, its agents, officers, and employees against all claims, losses, and liabilities, (including attorneys' fees and expenses) caused solely by the negligent acts or omissions of the Grantee, its employees, agents, contractors, invitees, and elected officials arising out of, under, or in connection with, the Grantee's performance under this Agreement. Nothing

contained herein shall be deemed or construed to provide, directly or indirectly, an indemnity from the Grantee for any negligent acts or omissions of the District, its agents and employees arising out of, under, or in connection with this Agreement.

- iv. Any maintenance or repairs on the Districts' Property and cleanup shall be completed promptly by Grantee and in a workmanlike manner with minimum disturbance to existing berm, channel slopes and grade with proper restoration and planting of any disturbed areas to prevent erosion within thirty (30) days after completion of construction or installation.
  - v. Grantee shall not discharge any pollutants, contaminants or deleterious materials into waters or structures owned or maintained by, or subject to the jurisdiction of District, nor permit anything to obstruct the flow of water within the License Area, and shall save and hold District harmless from any expense, loss or damage to District or others by any such discharge or obstruction, remedying or removing the same immediately upon request of District.
  - vi. Grantee is cautioned that electrical, water, sewer, gas or other installations or utilities may be located within the License Area. Grantee shall be liable for all damages proximately resulting from its interference with or interruption of services provided by other lawful right-of-way users.
  - vii. Grantee shall, prior to the recordation of this Agreement and at any subsequent time upon request of District, provide to District proof of its general liability insurances which policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, with an annual aggregate of One Million Dollars (\$1,000,000) and name the District as an additional insured.
  - viii. Grantee accepts full responsibility for any erosion to or shoaling in the District's canal due to Grantee's work and Grantee shall remove or repair same promptly and at no expense to the District.
  - ix. Grantee will neither plant trees or shrubs or erect any structure within the License Area that will prohibit or limit the existing access of District equipment or vehicles without securing proper authorization thereof. However, Grantee shall have the right to erect a single public information sign within the License Area. Maintenance of the sign shall be at the sole cost and expense of Grantee.
5. Covenant to Run with the Land. This Agreement and the License granted hereunder shall constitute covenants running with the land and shall bind, and the benefits thereof shall inure to, the Grantee and District and their respective successors and assigns, and all parties claiming under them. All responsibilities of the Agreement and License, including the insurance and maintenance

provisions herein, shall be binding upon any future owner, successor, or assign of Grantee's Property.

6. Venue; Jurisdiction. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. Further, all parties hereto agree to avail themselves of and submit to the personal jurisdiction of the Courts of the State of Florida in Indian River County.
7. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.
8. Notices. All notices, demands, requests or other communications required or permitted to be given hereunder shall be deemed delivered and received upon actual receipt or refusal to receive same, and shall be made by United States certified or registered mail, return receipt requested or by hand delivery, and shall be addressed to the respective parties at the addresses set forth in the preamble of this Agreement.
9. No Waiver. No waiver of any default hereunder shall extend to or affect any subsequent default or any other default then existing, or impair any rights, powers or remedies consequent thereon, and no delay or omission to exercise any right, power or remedy shall be construed to waive any such default or to constitute acquiescence therein.
10. Severability. If any clause or provision of this Agreement is deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Agreement shall not be affected thereby and shall be legal, valid and enforceable.
11. Remedies. If either party fails to comply with any provision herein, the other party (the "Non-Defaulting Party") may exercise any remedies to which the Non-Defaulting Party may be entitled to in law or at equity; provided no breach of this Agreement shall entitle any party to cancel, rescind, or otherwise terminate this Agreement, or the License, or any of the rights of ingress, egress and or access to and from the Grantee's Property granted hereby.
12. Recordation. This Agreement shall be recorded by either party in the Official Public Records of Indian River County, Florida
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating in any manner to the subject matter of this Agreement. No prior agreement or understanding pertaining to same shall be valid or of any force or effect, and the covenants and agreements herein contained cannot be altered, changed or supplemented except in writing and signed by the parties hereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the District and Grantee have executed this Non-Exclusive Ingress, Egress, and Access License and Use Agreement on the day and year first above written.

WITNESSES:

FELLSMERE WATER CONTROL DISTRICT, a drainage district organized and existing under the General Drainage Laws of the State of Florida

Kathleen Robinson

Signature of Witness

KATHLEEN ROBINSON

Print Name of Witness

By: [Signature]

Name: RICHARD T. CARNELL

Title: PRESIDENT

Wei Cai

Signature of Witness

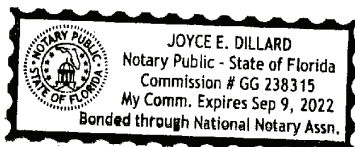
WEI CAI

Print Name of Witness

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or N/A online notarization, this 12th day of August, 2022, by Richard Carnell as President of FELLSMERE WATER CONTROL DISTRICT, a drainage district organized and existing under the General Drainage Laws of the State of Florida, on behalf of the same. He/~~She~~ is personally known to me ☒ or has produced N/A as identification, and did not take an oath.



[Signature]

Signature of Notary

Print Name of Notary

Notary Stamp

My Commission Expires:

FWCD

WITNESSES:

[Signature]

Signature of Witness

Thomas Nash II

Print Name of Witness

Con Braccia

Signature of Witness

Conne Braccia

Print Name of Witness

STATE OF Fl.  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of August, 2022, by Benjamin Mallah as Manager of Sonrise Apartment Properties LLC, a Florida limited liability company, on behalf of the same. He is personally known to me ☒ or has produced \_\_\_\_\_ as identification, and did not take an oath.

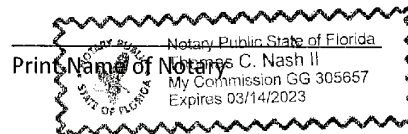
Sonrise Apartment Properties LLC, a Florida limited liability company

By: [Signature]

Name: Benjamin Mallah

Title: Manager

[Signature]  
Signature of Notary



Notary Stamp

My Commission Expires:



**Exhibit "A"**

**District's Property**

West 60' of Tract 1554 of unsurveyed Township 31 South, Range 37 East, of the Fellsmere Farms Companys Subdivision, according to the plat thereof, as recorded in Plat Book 2, pages 1 and 2, of the Public Records of St. Lucie County, Florida, said lands now lying and being in Indian River County, Florida.

**Exhibit "B"**

**Grantee's Property**

The land referred to herein below is situated in the County of Indian River, State of Florida, and described as follows:

**Parcel 1: Villas I**

A part of Tracts 1540, 1552, 1553 and 1554 of unsurveyed Township 31 South, Range 37 East, of the Fellsmere Farms Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 2, Pages 1 and 2, of the Public Records of St. Lucie County, Florida, said lands now lying and being in Indian River County, Florida, being more particularly described as follows:

Commencing at the intersection of the centerline of Willow Street, a 60 foot right-of-way as presently occupied and shown on the Plat of the Town of Fellsmere, recorded in Plat Book 2, Pages 3 and 4, of the Public Records of St. Lucie County, Florida, now lying in Indian River County, Florida and the centerline of County Road 512, a 100 foot wide right-of-way, as presently occupied; run South 89°27'34" East along said centerline of County Road 512, a distance of 219.00 feet; thence departing said centerline, run North 00°27'33" East a distance of 540.00 feet to the Point of Beginning, said point of beginning being the intersection of the East line of a 60 foot wide Fellsmere Water Control District (F.W.C.D.) right-of-way and the North line of a 40 foot wide Fellsmere Water Control District right-of-way as recorded in Official Records Book 917, Page 2023, Indian River County, Florida Public Records; from said point of beginning continue North 00°27'33" East along the East line of said 60 foot wide Fellsmere Water Control District right-of-way, a distance of 362.70 feet; thence departing said East right-of-way line, run South 89°27'34" East along the North line of those lands described in Official Records Book 832, Page 1779, a distance of 455.76 feet; thence run North 00°32'05" East a distance of 613.89 feet to a line lying 25.00 feet Southerly of and parallel with the South line of a 40 foot wide road and canal right-of-way as shown on the aforementioned Plat of Fellsmere Farms Company's Subdivision; thence run South 89°28'17" East along said parallel line a distance of 139.93 feet; thence run South 00°38'31" West a distance of 165.83 feet; thence run South 89°28'04" East along the North line of those lands described in Official Records Book 832, Pages 1779 and 1780, a distance of 376.00 feet to the intersection with the West line of Sunrise Villas Phase II; thence run along the common line between Sunrise Villas Phases I and II the following six courses and distances; run South 00°32'46" West, a distance of 62.38 feet; thence run South 89°28'04" East, a distance of 79.04 feet; thence run South 00°32'46" West, a distance of 505.99 feet; thence run South 89°27'34" East, a distance of 21.55 feet; thence run South 00°32'46" West, a distance of 103.50 feet; thence run South 89°27'34" East, a distance of 162.52 feet; thence departing said common line run South 00°28'24" West along the East line of those lands described in Official Records Book 832, Page 1779, Public Records of Indian River County, Florida, a distance of 139.00 feet to the intersection with the North line of the aforementioned 40 foot wide Fellsmere Water Control District right-of-way as described in Official Records Book 917, Page 2023; thence run North 89°27'34" West along said North right-of-way line, also being the South line of those lands described in Official Records Book 832, Page 1779, a distance of 1234.02 feet to the Point of Beginning.

TOGETHER WITH:

Lots 5, 6, 7 and 8, Block 3, Town of Fellsmere, according to the Plat thereof, as recorded in Plat Book 2, Pages 3 and 4 of the Public Records of St. Lucie County, Florida, said lands now lying and being in Indian River County, Florida.

Parcel 2: Villas II

A part of Tracts 1540, 1541, 1542, 1551, 1552 and 1553 of unsurveyed Township 31 South, Range 37 East, of the Fellsmere Farms Company's Subdivision, according to the plat thereof, as recorded in Plat Book 2, Pages 1 and 2, of the Public Records of St. Lucie County, Florida, said lands now lying and being in Indian River County, Florida, and more particularly described as follows:

Commencing at the intersection of the centerline of Willow Street, a 60.00 foot right-of-way as presently occupied and shown on the plat of the Town of Fellsmere, recorded in Plat Book 2, Pages 3 and 4, of the Public Records of St. Lucie County, Florida, now lying in Indian River County, Florida and the centerline of County Road 512, a 100.00 foot right-of-way, as presently occupied; run South 89°27'34" East along the Centerline of County Road 512, a distance of 219.00 feet; thence departing said centerline, run North 00°27'33" East a distance of 540.00 feet to a point, said point being at the intersection of the East line of a 60.00 foot wide Fellsmere Farms Water Control District (F.W.C.D.) right-of-way and the North line of a 40.00 foot wide F.W.C.D. right-of-way as recorded in Official Records Book 917, Page 2023, Indian River County, Florida Public Records; thence run South 89°27'34" East along said North right-of-way of the Fellsmere Farms Water Control District 40.00 foot wide canal right-of-way a distance of 1234.02 feet; thence departing said North right-of-way, run North 00°28'24" East along the East line of those lands described in Official Records Book 832, Page 1779, Public Records of Indian River County, a distance of 139.00 feet to the Point of Beginning; from said point of beginning, run North 89°27'34" West a distance of 162.52 feet; thence run North 00°32'46" East a distance of 103.50 feet; thence run North 89°27'34" West a distance of 21.55 feet, thence run North 00°32'46" East a distance of 505.99 feet; thence run North 89°28'04" West a distance of 79.04 feet; thence run North 00°32'46" East a distance of 62.38 feet to the North line of those lands described in aforementioned Official Records Book 832, Page 1779; thence run South 89°28'04" East along said North line of those lands described in Official Records Book 832, Page 1779 a distance of 304.52 feet; thence run North 00°40'32" East a distance of 165.88 feet to the South line of the North 25.00 feet of Tracts 1541 and 1542 as described in Official Records Book 1639, Page 2170, Public Records of Indian River County, Florida; thence run South 89°28'17" East along said South line a distance of 637.89 feet; thence departing said South line, run South 00°29'38" West a distance of 696.95 feet to the South line of a 40.00 foot wide Fellsmere Farms Water Control district right-of-way as recorded in Official Records Book 787, Pages 1303 and 1307 and vacated in Official Records Book 917, Page 2022, Public Records, Indian River County, Florida; thence run North 89°27'34" West along said South line a distance of 680.49 feet to the aforementioned East line of those lands described in Official Records Book 832, Page 1779; thence run South 00°28'24" West along said East line a distance of 140.96 feet to the Point of Beginning.

LESS those lands conveyed to the City of Fellsmere in Warranty Deed, dated April 20, 2007, recorded April 25, 2007, in Official Records Book 2157, Page 2301, being more particularly described as follows:

A part of Tract 1551 of unsurveyed Township 31 South, Range 37 East, of the Fellsmere Farms Company's Subdivision, according to the plat thereof, as recorded in Plat Book 2, Pages 1 and 2, of the Public Records of St. Lucie County, Florida, said land now lying and being in Indian River County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of Tract 1542 run South 00°29'42" West along the West line of said Tract 1542 a distance of 25.00 feet to the South line of the North 25.00 feet of Tracts 1541 and 1542 as recorded in Official Records Book 1639, Page 2170 Public Records of Indian River County, Florida; thence run South 89°28'17" East along said South line, a distance of 96.57 feet to the East line of those lands described in Official Records Book 2046, Page 264, Indian River County, Florida; thence run South 00°29'38" West along the East line of said described lands a distance of 696.95 feet to the intersection with the South line of a 40.00 foot wide canal right-of-way as recorded in Official Records Book 787, Page 1303 and Official Records Book 787, Page 1307, and as vacated in Official Records Book 917, Page 2023, Indian River County, Florida; thence run North 89°27'34" West along said South right-of-way a distance of 15.00 feet; thence departing said South right-of-way line run North 00°29'38" East a distance of 14.00 feet to the Point of Beginning; from said point of beginning, run North 89°27'34" West a distance of 25.00 feet; thence run North 00°29'38" East a distance of 25.00 feet; thence run South 89°27'34" East a distance of 25.00 feet; thence run South 00°29'38" West a distance of 25.00 feet to the Point of Beginning.

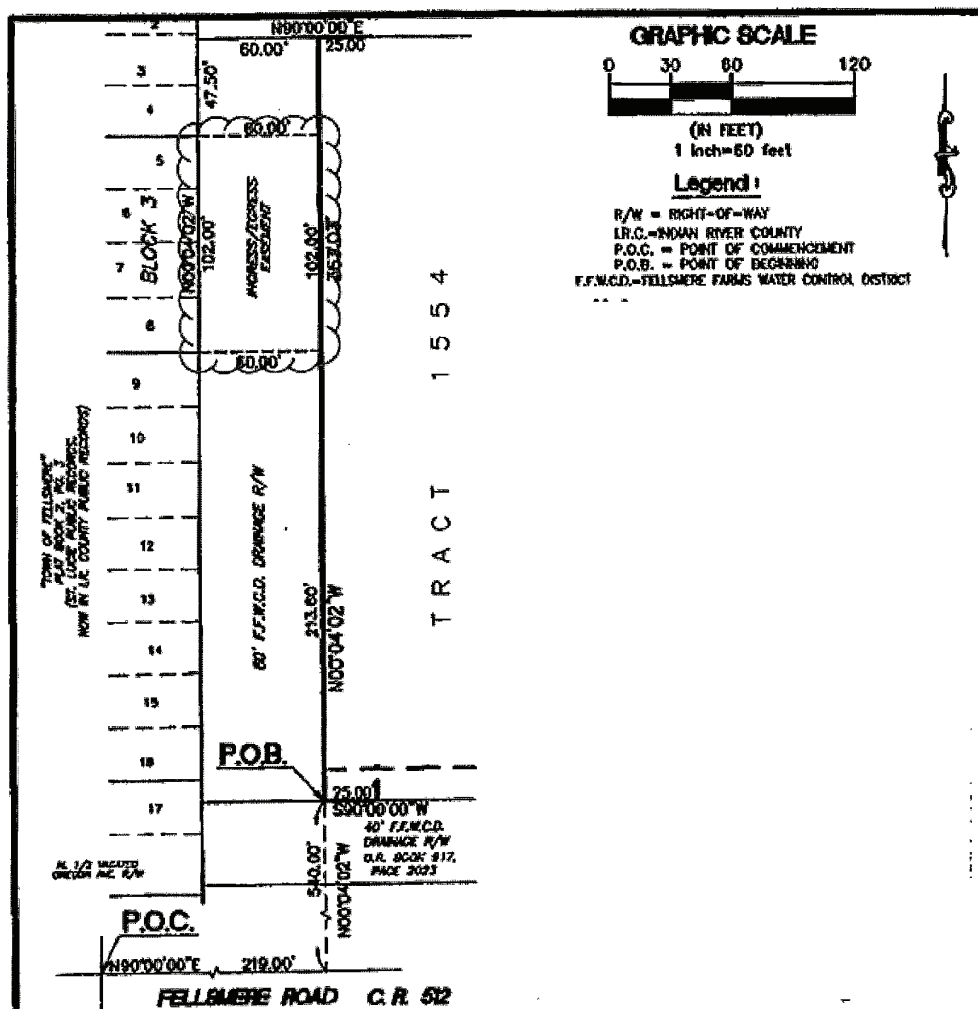
## Exhibit "C"

## License Area

A 60'x102' parcel of land lying in a 60' wide Fellsmere Farms Water Control District Ditch right-of-way over the West 60' of Tract 1554 of unsurveyed Township 31 South, Range 37 East, of the Fellsmere Farms Company's Subdivision, according to the plat thereof, as recorded in Plat Book 2, pages 1 and 2, of the Public Records of St. Lucie County, Florida, said lands now lying & being in Indian River County, Florida, said parcel being more particularly described as follows:

Commence at the intersection of the centerline of Willow Street, a 60.00 foot right-of-way as presently occupied and shown on the plat of the Town of Fellsmere, as recorded in Plat Book 2, pages 3 and 4, of the Public Records of St. Lucie County, Florida, now lying in Indian River County, Florida, and the centerline of County Road 512, a 100.00 foot right-of-way, as presently occupied; thence North 90° 00' 00" East along the centerline of County Road 512, a distance of 219.00 feet; thence departing said centerline, North 00° 04' 02" West a distance of 540.00 feet to a point being the intersection of the East line of a 60.00 foot wide Fellsmere Farms Water Control District (F.F.W.C.D.) right-of-way and the North line of a 40.00 foot wide F.F.W.C.D. right-of-way as recorded in Official Records Book 917, Page 2023, Indian River County, Florida Public Records; thence continue North 00° 04' 02" West along said East line of the 60.00' F.F.W.C.D. right-of-way a distance of 213.60 feet to the POINT OF BEGINNING; thence departing last said line, South 89° 55' 34" West a distance of 60.00 feet to the Southeast corner of Lot 8, Block 3, TOWN OF FELLSMERE, according to the plat thereof, as recorded in Plat Book 2, Page 3, of the Public Records of St. Lucie County, Florida, said lands now lying & being in Indian River County, Florida; thence North 00° 04' 02" West along the East line of said Block 3, a distance of 102.00 feet to the Northeast corner of Lot 5 of said Block 3; thence departing last said line, North 89° 55' 34" East a distance of 60.00 feet to a point on the aforementioned East line of the 60.00' F.F.W.C.D. right-of-way; thence South 00° 04' 02" East along said East right-of-way line, a distance of 102.00 feet to the POINT OF BEGINNING.

Containing an area of 6,120 square feet, more or less.





September 8, 2022

TO: Supervisors of Fellsmere Water Control District

FROM: Frank Sakuma, District Manager

RE: 2022 Annual Mowing of District Rights-of-Way

Two vendors were solicited to provide pricing for the mowing of the District Rights-of-Way in 2022. Following are responses for mowing a single time, or twice in the next year:

Cates Tractor:

Single Mow: \$33,600.00

Two Mows: \$28,000.00 per Mow (total of \$56,000 per year)

A Quality Bushog:

Single Mow: \$18,800.00

Two Mows: \$18,800.00 per Mow (total of \$37,600 per year)

Based on the responses, staff recommends the Board consider entering into a services contract with A Quality Bushog for a single mow, at a costs of \$18,800. This vendor came in at a lower cost, and if we need to have a second Mow in the year, we can do so with the same cost.

## Services Contract

This Contract entered into this \_\_\_\_ day of September, 2022, is between **A Quality Bushog Services, Inc.** ("Independent Contractor"), and **Fellsmere Water Control District** ("District").

**I. Duties of Independent Contractor:** The Independent Contractor shall furnish the equipment and perform the labor necessary for the Year 2022 Right-of-Way Mowing and Hedging/Clearing of District Rights of Way, per attached Exhibit A.

**II. Term; Entire Agreement:** This Contract will be for a period of 1 year, commencing on the date entered into unless terminated in writing by either party in accordance with the termination provisions of Section V hereof. This Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written agreements between the parties. Changes, including changes in price and cost, are ineffective unless properly authorized, signed, and delivered in writing by both parties as an addendum to this Contract.

**III. Compensation:** District agrees to pay Independent Contractor as compensation for the performance of the duties of the Independent Contractor under this Contract. The compensation shall be up to \$18,800.00. Invoices for services will be payable within the time limits and other requirements set forth in the Florida Local Government Prompt Payment Act, Part VII of chapter 218, Florida Statutes.

**IV. Basic Understanding of the Parties:** The parties acknowledge and agree that the District is a local government with a specialized single purpose of providing infrastructure. All of the work of the District is subject to public records, government-in-the-sunshine and related requirements. The parties understand that because the District is a local government certain requirements and limitations apply that would not apply to a private entity. The services provided by the Independent Contractor under this Contract are rendered to the District as an independent contractor and nothing in this Contract shall create an employer/employee, partnership, joint venture, or principal/agent relationship between the parties.

**V. Termination:** This Contract may be terminated with or without cause at any time by either party upon thirty (30) days prior written notice, delivered by first class U.S. mail or electronic mail transmission to the address of the other party as set forth in the signature blocks below, in which event all unaccrued rights, duties and obligations of the parties hereto shall terminate forthwith.



## **VI. Other Related Provisions and Requirements:**

- (a) Work Standard. Work shall be performed professionally in accordance with generally accepted standards of the trade or business.
- (b) Insurance. Independent Contractor shall provide evidence of general liability insurance and property damage insurance naming the District and Special District Services, Inc. as co-insured; and Workmen's Compensation insurance with limits not less than Florida statutory requirements.
- (c) Reimbursement for Negligent Damage. Independent Contractor shall reimburse the District for damages by Independent Contractor to personal and/or real property due to negligence of the Independent Contractor.
- (d) Time of the Essence. The Independent Contractor recognizes that time is of the essence due to the specialized single purpose of the District.
- (e) Disputes; Interpretation; Opportunity to Consult Counsel; Venue. Any controversies arising under this Contract that cannot be resolved by the parties shall be subject either to mediation and if mediation fails then legal action may be instituted and any prevailing party shall be entitled to be reimbursed for all court costs and reasonable attorney's fees incident to such legal action. All interpretations of this Contract shall be governed by the laws of the State of Florida. Each party has had ample opportunity to seek the advice of legal counsel prior to entering this Contract, which shall not be construed against the party responsible for drafting the instrument. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Nineteenth Judicial Circuit, in and for Indian River County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.
- (f) Alternate Services if Breach. If the Independent Contractor ceases work or otherwise breaches this Contract the District has the authority without penalty direct or indirect to contract for the relevant services to be performed by other independent contractors given the nature and specialized single purpose of the District that infrastructure be constructed, acquired and maintained timely at sustained levels of quality over the long term.
- (g) Indemnification. Independent Contractor agrees forever to indemnify and hold harmless the District, Special District Services, Inc., and their respective officers, employees, and agents of and from all losses, liabilities, damages, claims, actions, legal proceedings, settlements, judgments, recoveries, costs, and expenses because of or resulting from loss of, or damage to, property, or injury to or deaths of persons in any way arising out of or in connection with the performance of this Contract and attributable to the negligence or other wrongful conduct of the Independent Contractor or its employees, agents, or

subcontractors, including but not limited to any loss or action resulting from the failure of the Independent Contractor to comply with the its obligations under this Contract.

- (h) Severability. The terms of this Contract shall be severable such that, if any term is determined to be illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Contract, unless the severing of such item would defeat the purpose of this Contract.
- (i) Waiver. No delay or failure on the part of any party in exercising any right, power, or privilege under this Contract shall impair any such right, power, or privilege or be construed as a waiver or acquiescence; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid against any party unless made in writing and signed by the party against whom enforcement of the waiver is sought and then only to the extent expressly specified in such writing.
- (j) Sovereign Immunity. Notwithstanding any other term of this Contract, the District intends to avail itself of the benefits of Section 768.28, Florida Statutes, and of other statutes and common law governing sovereign immunity. In no event will the District's liability exceed the monetary limits set forth in Section 768.28, Florida Statutes. Nothing in this Contract (1) is intended to inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law or (2) shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.
- (k) Execution; Successors and Assigns. This Contract may be executed in counterparts (including by facsimile or other electronic imaging), any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument. This Contract shall be binding upon and inure to the benefit of the parties and their respective officers, directors, agents, employees, administrators, trustees, executors, receivers, successors, assignees and legal representatives, whether or not a signatory to this Contract.
- (l) Verification of Employment Status. The Independent Contractor shall bear full responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons the Independent Contractor employs in the performance of this Contract. In furtherance of this requirement, the Independent Contractor shall (1) register with and use the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Independent Contractor during the term of this Contract, and (2) if the Independent Contractor enters into an agreement with a subcontractor during the term of this Contract, (i) obtain from

the subcontractor an affidavit stating that the subcontractor does no employ, contract with, or subcontract with an “unauthorized alien,” as that term is defined in Section 448.095(1)(k), Florida Statutes, and (ii) maintain a copy of such affidavit for the duration of this Contract.

- (m) Public Records. The Independent Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Florida’s Public Records Law, Chapter 119, Florida Statutes, and made or received by the Independent Contractor in conjunction with this Contract. The Independent Contractor acknowledges that the designated public records custodian for the District is Special District Services, Inc.

**PUBLIC RECORDS NOTICE: IF THE INDEPENDENT CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT, SPECIAL DISTRICT SERVICES, INC., AT 561-630-4922, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.**

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

**Fellsmere Water Control  
District**  
c/o Special District Services, Inc.  
2501A Burns Rd.  
Palm Beach Gardens, FL 33410  
Phone: (561) 630-4922

**A Quality Bushog Services,  
Inc.**  
6426 Apache Blvd  
Loxahatchee, FL 33470  
Phone: (561) 333-7777

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Fellsmere Water Control District**

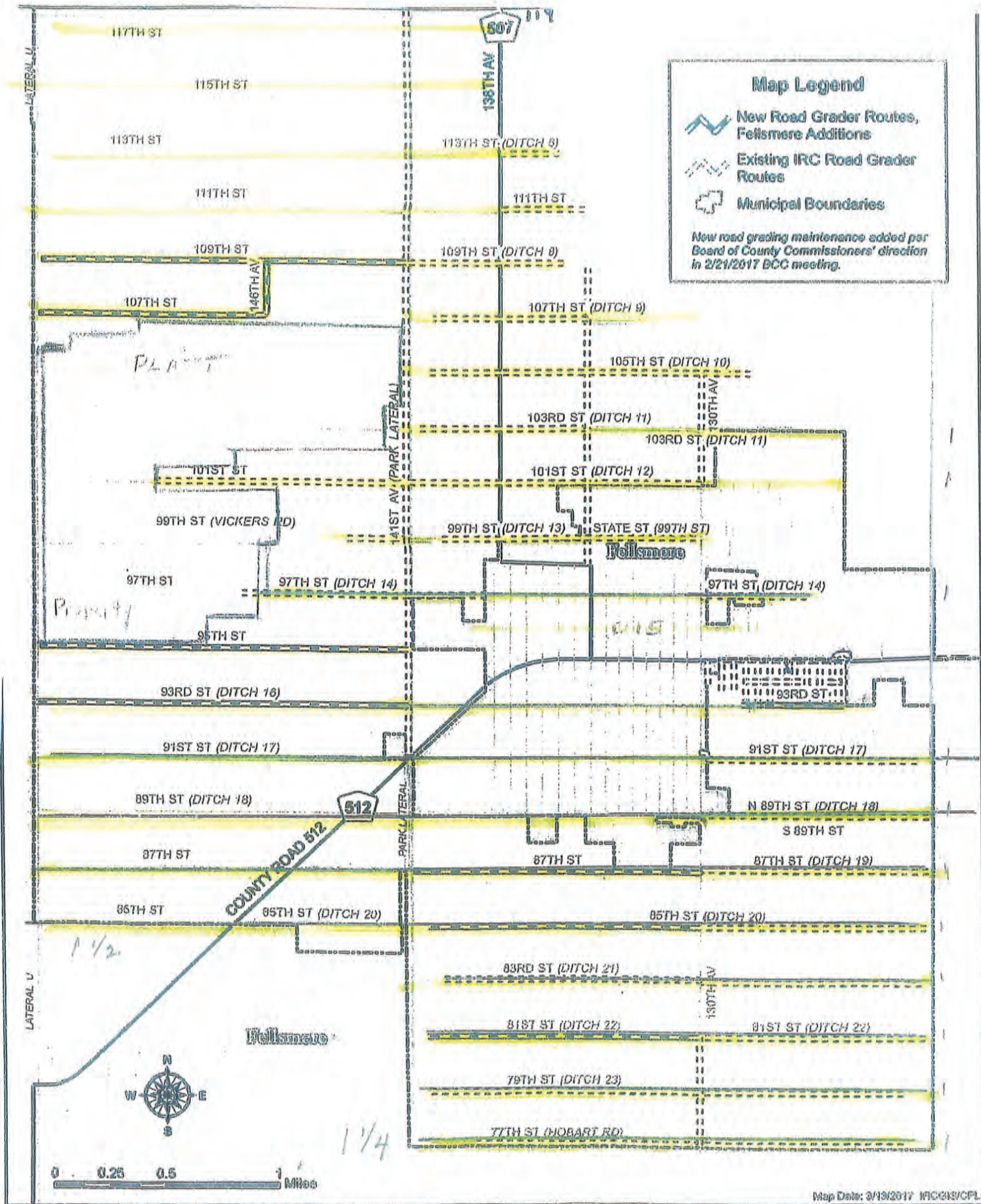
**Lateral U to Park Lateral**

		<b>Total Lineal Miles</b>	<b>58.1</b>
<b>Street</b>	<b>Miles</b>	<b>Feet Per Mile</b>	<b>5280</b>
117	1.5		
115	1.5	<b>Total Lineal Feet</b>	<b>306768</b> "A"
113	1.5		
111	1.5	<b># of Passes Avg.</b>	<b>2.5</b>
109	1.5	<b>Width Per Pass</b>	<b>4.5</b>
107	1	<b>Average Width to Mow</b>	<b>11.25</b> "B"
101	1		
97	0.75	<b>Square Feet A x B</b>	<b>3451140</b>
95	1.5		
93	1.5	<b>Square Feet per Acre</b>	<b>43560</b>
91	1.5		
89	1.5	<b>Mowed Acres</b>	<b>79.23</b>
87	1.5		
85	1.5	<b>Rate Per Acre Mowed</b>	<b>\$ 237.29</b>
Shrimp Factory	1.5		
<b>Total Miles</b>	<b>20.75</b>	<b>Price Per Mow</b>	<b>\$ 18,800.00</b>

**Park Lateral to East Boundary**

<b>Street</b>	<b>Miles</b>
117	0.5
115	0.5
113	1
111	1
109	1
107	1.1
105	1.25
103	2
101	2
99	1.25
97	1.75
D15	2
93	2
91	2.25
89	2.25
89 2nd side	1
87	2.25
85	2.25
83	2.25
81	2.25
79	2.25
79 2nd side	1
77	2.25
<b>Total Miles</b>	<b>37.35</b>





**RESOLUTION NO. 2022-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2022/2023 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary for the Fellsmere Water Control District ("District") to establish a regular meeting schedule for fiscal year 2022/2023; and

**WHEREAS**, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2022/2023 which is attached hereto and made a part hereof as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FELLSMERE WATER CONTROL DISTRICT, INDIAN RIVER COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted.

**Section 2.** The regular meeting schedule, time and location for meetings for fiscal year 2022/2023 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

**PASSED, ADOPTED and EFFECTIVE** this 8<sup>th</sup> day of September, 2022.

**ATTEST:**

**FELLSMERE WATER  
CONTROL DISTRICT**

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

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

**FELLSMERE WATER CONTROL DISTRICT FISCAL  
YEAR 2022/2023 REGULAR MEETING SCHEDULE**

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors (the “Board”) of the Fellsmere Water Control District (the “District”) will hold Regular Board Meetings (the “Meeting” or “Meetings”) at the District offices located at 109 North Willow Street, Fellsmere, Florida 32948 at 10:00 a.m. on the following dates:

**November 10, 2022**

**January 12, 2023**

**March 09, 2023**

**May 11, 2023**

**July 13, 2023**

**September 14, 2023**

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District’s website [www.fellsmerewatercontroldistrict.com](http://www.fellsmerewatercontroldistrict.com) or by contacting the District Manager at 772-345-5119 or by email at [bsakuma@sdsinc.org](mailto:bsakuma@sdsinc.org) and/or toll free at 1-877-737-4922 prior to the date of the particular meeting. The Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meetings may be continued to a date, time and place to be specified on the record at the Meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone may be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 772-345-5119 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

**FELLSMERE WATER CONTROL DISTRICT**

**[www.fellsmerewatercontroldistrict.com](http://www.fellsmerewatercontroldistrict.com)**

**PUBLISH: INDIAN RIVER PRESS JOURNAL**

**XX/XX/22**

**FELLSMERE WATER CONTROL DISTRICT  
MONTHLY FINANCIAL REPORT  
JULY 2022**

	Annual Budget 10/1/21 - 9/30/22	Actual Jul-22	Year To Date Actual 10/1/21 - 7/31/22
<b>REVENUES</b>			
Tax Revenue	620,293	7	629,094
Revenue Other	2,055	1,200	36,681
Interest Income	9,208	239	438
<b>Total Revenues</b>	<b>\$ 631,556</b>	<b>\$ 1,446</b>	<b>\$ 666,213</b>
<b>EXPENDITURES</b>			
Aerial Spraying	36,900	0	18,450
Contract/Mechanical	91,800	0	64,776
Water Testing	1,548	0	1,278
Equipment R & M - Chemical Control	1,190	0	3
Supplies/Services - Chemical Control	96	0	(1)
Gas & Oil - Chemical Control	2,275	0	3,943
Insurance - Chemical Control	969	0	0
Rodeo	17,865	0	4,087
Invert Blend	4,132	0	1,545
Chemicals Miscellaneous	3,127	0	39,991
Labor/Equipment Operations - Ditch Maintenance	52,879	4,123	4,123
Payroll Taxes - Ditch Maintenance	5,000	315	315
State Retirement - Ditch Maintenance	9,200	491	6,075
Workers Comp - Ditch Maintenance	1,728	0	1,025
Group Med/Life Insurance - Ditch Maintenance	21,650	1,995	30,334
Equipment R & M - Ditch Maintenance	1,072	0	598
Supplies/Services - Ditch Maintenance	5,000	0	7,146
Gas & Oil - Ditch Maintenance	4,500	0	3,700
Insurance - Ditch Maintenance	2,187	(58)	3,269
Transportation - Ditch Maintenance	7,028	336	7,367
Contingency	98,373	0	7,933
Salaries and Wages	65,000	0	85,457
Payroll Taxes - General Admin	16,000	240	9,212
State Retirement - General Admin	11,889	446	11,780
Workers Comp - General Admin	1,728	0	1,193
Group Med/Life Insurance - General Admin	41,355	0	35,620
Legal and Professional	66,429	489	82,471
Insurance - General Admin	10,186	(29)	11,140
Transportation - General Admin	10,000	0	9,925
Sundry	7,350	0	2,517
Licenses/Permits	425	0	200
Memberships	2,790	0	3,692
Advertising	446	0	366
Maintenance Buildings and Grounds	10,157	140	6,525
Utilities	2,336	2,872	9,173
Telephone	7,485	0	4,642
Office Supplies	6,859	150	13,274
Canal/Ditch Spraying	0	31,502	33,692
Miscellaneous - General Admin	0	175	175
Website Management	0	250	250
Payroll Processing Fee	0	197	423
Management Fee	0	6,000	7,666
Engineering	0	4,003	8,180
Audit Services	0	0	3,895
Other - General Admin	0	0	1,300
Payroll Expenses	0	3,141	12,656
Property Taxes	802	0	809
Reconciliation Discrepancies	0	0	(35)
<b>Total Expenditures</b>	<b>\$ 629,756</b>	<b>\$ 56,778</b>	<b>\$ 562,155</b>
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ 1,800</b>	<b>\$ (55,332)</b>	<b>\$ 104,058</b>
Bond Payments	0	0	0
<b>Balance</b>	<b>\$ 1,800</b>	<b>\$ (55,332)</b>	<b>\$ 104,058</b>
County Appraiser & Tax Collector Fee	(1,800)	0	(1,800)
Discounts For Early Payments	0	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (55,332)</b>	<b>\$ 102,258</b>

Bank Balance As Of 7/31/22	\$ 1,377,457.34
Accounts Payable As Of 7/31/22	\$ 49,466.95
Accounts Receivable As Of 7/31/22	\$ -
Designated For Contingency As Of 7/31/22	\$ 300,000.00
Other Assets As Of 7/31/22	\$ -
Available Funds As Of 7/31/22	\$ 1,027,990.39

**Notes:**  
Deferred Inflow Pension As Of 7/31/22: \$106,570  
Deferred Outflow Pension As Of 7/31/22: \$53,137