

AGENDA
FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
September 8, 2025 at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

- A. Call to Order
- B. Proof of Publication – Annual Meeting Schedule Published June 6, 2025
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Approval of Minutes
 - 1. July 8, 2025 Regular Board Meeting Page 1
- F. Engineer's Matters
 - 1. Open Permits Page 9
- G. Attorney's Matters
- H. Manager's Matters
 - 1. Financials [May, June 2025] Page 10
 - 2. Manager's Report [June, July, August 2025] Page 14
 - 3. Status of Sublateral Inspections/Cleaning Page 16
 - 4. Status of Sublateral Mowing Page 24
 - 5. Status of Sublateral Tree Care Page 25
 - 6. Status of Sublateral Spraying Page 26
- I. Consent Agenda - None
- J. Public Hearings
 - 1. Resolution 2024/2025-17 Final FY2025/2026 Budget Page 27
 - 2. Resolution 2024/2025-18 Final FY2025/2026 Assessment Page 34
- K. Old Business
 - 1. Approve Contracts for Continuing Engineers Page 36
 - 2. Interlocal Agreement with SJRWMD (placeholder)
 - 3. City Water Line Permit Condition Page 61
 - 4. Resolution 2024/2025-20 CDBG-DR Grant Application Page 66
- L. New Business

MINUTES
FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
July 8, 2025 at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

- A. **Call to Order** – meeting was called to order at 5:30pm.
- B. **Proof of Publication** – publication was provided with the annual meeting advertisement on June 6, 2025 in the Indian River Press Journal.
- C. **Swear in New Supervisor Timothy Dooley** – Prior to swearing in Supervisor Dooley, Mark Kopecky asked if the District Attorney felt the election at the May Land Owner's meeting was legal. District Attorney indicated that the election was legal and that the District cannot add more stringent requirements than law. State law does not require presence of nominees. John Savage then commented on the vote and potential conflicts. Grant Danskine then commented that official records of a meeting cannot be changed and that Mr. Nelson is not allowed to vote. John Savage then spoke again stating that Mr. Nelson should not be voting for an employee to be on the Board. Another member of the public noted that corporations are not allowed to vote. Another member of the public noted that a conflict of interest may arise with Mr. Nelson voting for his own employee to be on the board. District Attorney indicated that Mr. Nelson's votes at the Land Owner meeting were not votes of the Board of Supervisor but instead of a landowner. A member of the public then asked Mr. Dooley how long he has been in the community. Mr. Dooley answered since the 1980s. Supervisor Dooley was sworn in by the District Attorney.
- D. **Appoint and Swear in new Supervisor for retiring Supervisor Kurtz** – After discussion by the Board related to two potential candidates (Grant Danskine and Steve Parentela), Supervisor Dooley nominated Steve Parentela to serve the remaining term of vacant Board position (expires May 2026). President Nelson seconded and Mr. Parentela was approved unanimously. Supervisor Parentela was sworn in by the District Attorney. At the request of the District Manager, Supervisor Dooley made a motion to appoint Supervisor Parentela as Assistant Treasurer. Second by President Nelson. Supervisor Parentela was unanimously appointed Assistant Treasurer.
- E. **Establish Quorum** – with all Board members present, a quorum was established.
- F. **Additions or Deletions to Agenda** – there were no additions or deletions to the agenda.
- G. **Approval of Minutes**
 - 1. May 22, 2025 Regular Board Meeting – Grant Danskine noted minutes did not contain name of who spoke or made motions or seconds. District Manager clarified that the concerns were related to the Land Owner's Meeting that are not being approved tonight and time exists to make any corrections. District Manager asked for help on making any corrections prior to the

MINUTES
FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
July 8, 2025 at 5:30 P.M.

LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

next landowner meeting in May 2026. A motion to approve Board of Supervisor meeting minutes of May 22, 2025 by Supervisor Dooley and second by President Nelson. Minutes were approved unanimously.

2. Draft May 22, 2025 Landowner Meeting (no action required)

H. Engineer's Matters

1. Open Permits – Before moving into the Engineer's Matters, Josh Miller spoke about the need to coordinate with the City on future development to ensure flood concerns are addressed meeting the FWCD standards. The District Engineer introduced what will be a standard item on agendas – status of open permits. District Engineer went over current open permits. John Savage asked if we have a permit log. District Manager responded that a log does exist. Supervisor Parentela asked if open permits can be added to website. District Manager answered that yes, they can but he has been directed to minimize website to what is required.

Mark Kopecky – How does water farm work, what was incentives that resulted in going after water farm and how does it relate to FWCD facilities and operation. President Nelson noted that anyone can get a permit to withdraw water since that is a good thing for landowners and it is not a benefit. The water farm is paid by SJRWMD based on the pounds of nutrients removed. John Savage indicated that an article says it will be \$22M in reimbursement. He also asked how permits are closed. District Manager indicated that as-built drawings are provided and payment of outstanding balance before a permit is closed.

Grant Danskin indicated that FJV is being subsidized by presence of Lateral U because if it wasn't there, there would be no water to treat. President Nelson indicated that if the FWCD did not have dirty water, there would be no need for the project.

John Savage asked how are nutrients weighed. President Nelson indicated it was determined by a neutral third party.

- I. **Attorney's Matters** – District Attorney commented on legislative session. No critical issues at this time.

J. Manager's Matters

1. Financials [April 2025] – the District Manager summarized the April financial report. No questions were raised.
2. Manager's Report [April & May 2025] – the District Manager summarized the April & May Manager's Report. No questions were raised.

MINUTES
FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
July 8, 2025 at 5:30 P.M.

LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

3. Status of Sublateral Inspections/Cleaning– the District Manager summarized the sublateral inspections/cleaning and noted operator reports are now weekly instead of monthly to allow for better oversight. Still on track to cover all “bad” ditches prior to spraying in September. Also added tree issues on status map to help with tree grinding to occur prior to spray. No questions were raised.
 4. CDBG DR Grant Opportunity – the District Manager went over a grant opportunity available as a result of Hurricane Milton. Additional information and project selection will be sought at a future meeting. Gaining access to the sublaterals is an important task that may be grant fundable. This grant will require adoption of CDBG specific policies required by the grantor. These will be brought back to the Board for approval. A member of the public asked if the county has responded to FWCD inquiry about muck on the road material. District Manager responded that no response has been received from the County. Josh Miller indicated that the Water Control Plan can help with grant funding. John Savage asked for assurance that we can be successful in lieu of having to give money back.
- K. Consent Agenda** – all consent items were approved as presented. No item was pulled for further discussion. Motion for all three items by Supervisor Dooley and second by President Nelson. Motion passed unanimously.
1. Resolution 2024/2025-08 Approval of iThink as second depository
 2. Resolution 2024/2025-15 Designating Registered Agent and Office
 3. Rail Trail Right-of-Way Use Provisions/Permit Conditions – District Manager clarified that this item is more informational since the action has provided administratively. The FWCD maintains a 25’ easement adjacent to ditch and we have not responsibility for damage to facilities within the FWCD easement. The City would maintain all of there facilities.
- L. Old Business**
1. Amend Lease Agreement for Additional Machine Hours – Josh Miller asked what the date January 2027 means. District Manager indicated that is when the lease expires. He also was concerned about a statement in the agenda packet about maintenance being reduced over time. John savage asked about the cost. District Manger indicated it was for a three-year period. Rusty Banack spoke why only one side of the ditch is responsible for maintaining ditch. He felt it should have been maintained over time so it was not an issue. A member of the public asked about the cost. District Manager clarified again. John Savage asked about

MINUTES
FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
July 8, 2025 at 5:30 P.M.

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new operator. District Manager responded ad for new hire is being developed. Motion by President Nelson and seconded by Supervisor Dooley. Motion passed unanimously.

2. Amend Contract for Tree Removal – District Manager indicated that this item is to reduce the current open contract for tree removal and address the Australian Pines under a new contract. Motion by Supervisor Dooley and second by Supervisor Parentela. Motion was unanimously approved.
3. Approve Contracts for Continuing Engineers (contract pending) – District Manager received the contract from District Attorney and has forwarded the contracts to the vendors. This item will be moved to the September 2025 Board of Supervisor meeting to allow time for vendor review and execution and in the meantime, use task orders for any work that may be needed until then. No action required of Board.

Josh Miller asked if we had already selected three firms. District Manager answered yes through an advertised competitive process consistent with state law.

M. New Business

1. Draft Amended Fiscal Year 2024/2025 Budget for Aquatic Maintenance – District Manager indicated that at beginning of fiscal year, a budget amendment was done to accommodate additional administrative costs leaving no spray finding for the year. However, over the course of the year, two large savings occurred: 1) the lease payment for the machine (\$70k) was paid in prior year by prior manager and 2) canceling the remaining portion (maintenance path restoration - \$140k). With these saving, the District Manager is recommending a budget amendment to return spray finds to this year's budget.

Mark Kopecky asked how this works with bringing in reserves. District Manager indicated the additional spending is not new reserves money but money that would was already in the budget and is just being reallocated. Mr. Kopecky thought spending down reserves as not a good idea. President Nelson sought clarification on the level of reserve use. District Manager indicated that about \$90k was new reserves and \$137k was already budgeted reserves. No action required by the Board. Item will return in September for action.

2. Resolution 2024/2025-7 Approval of District Fee Schedule – Josh Miller thought proposed increase was too high. He felt a public hearing is required. He further felt the demand period should match the lien period. District Attorney prefers to use other compliance methods instead of foreclosure. The District Attorney shall provide revised language for cure issues.

MINUTES
FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
July 8, 2025 at 5:30 P.M.

LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

Supervisor Dooley inquired as to whether this matter needs resolved today. District Manager indicated that it can be deferred. President Nelson requested the item be returned in September with maybe a lower increase. Motion to continue to September by Supervisor Parentela. No second. District Attorney indicate no action is needed and it can be brought back when ready.

3. Resolution 2024/2025-9 Amend Application Form & District Policies – District Manager indicated that this item will need modified based on the invasive species issue. John Savage felt invasive species should not be a landowner responsibility. He also felt exclusion of backflow preventers conflicts with reality particularly for FJV in south Lateral U. He feels the areas should be paying the same assessment. Grant Danskine commented on Lateral U culvert south of 85th blocking all flow to the north. District Manager requested this item be postponed to address along with Fee Schedule issue that was also postponed. Supervisor Parentela felt that public concerns are due to use of district facilities without payment toward maintenance even if it is for water withdrawal. Josh Miller asked if district standards are published. District Manager indicated that they are online. No action taken by the Board.
4. Resolution 2024/2025-10 Adopting Vehicle Reimbursement Policy – District Manager indicated that this was a prior policy and he is simply asking if the Board wishes to renew the policy. Instead of reimbursement per mile, it is a lump sum stipend. Supervisor Dooley asked if reimbursement for gas receipts is also included. District Manager said yes, but it is up to the Board. Supervisor Parentela felt that the District should be using the state reimbursement rate instead of the federal.

Mark Kopecky asked about why the operator is traveling over 20 miles per day. Miles are being managed and oversaw by District Manager and are being reduced to actual miles.

Supervisor Dooley indicated that based on inflation, the policy would be much higher and the request is within reason.

Josh Miller felt the District should buy a used truck for travel purposes and check with other districts.

President Nelson asked for this item to be brought back after research of what other district are doing.

5. Resolution 2024/2025-11 Fix Compensation for Work and Employees – District Manager indicated that this is standard yearly resolution of compensation. Supervisor Dooley asked

MINUTES
FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
July 8, 2025 at 5:30 P.M.

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what I will be advertising the operator position. District Manager indicated that we are looking at \$23/hour. Motion to approve by Supervisor Parentela and seconded by Supervisor Dooley. Motion passed unanimously.

6. Review of Separation of Duties – District Manager indicated that this item came from findings in prior audit findings. The District has created some checks and balances to ensure processes are in place to deter and detect fraud. The concern of the District Manager is statutory requirement to use warrants as a means to pay bills. The District is not currently doing warrants. District Manager recommends providing a cover warrant for fixed auto pays and an actual warrant prior to paying hard copy check payments. District Attorney was not aware of any option to avoid warrants. Supervisor Dooley asked how much is auto payments per month. District Manager indicated that \$30k per month is the base cost but not all of those payments are auto pay. Supervisor Dooley asked about the monthly reconciliation. District Manager indicated that yes the Assistant Treasurer will review and sign off on bank reconciliations. Motion by Supervisor Parentela for Option B and second by Supervisor Dooley. Motion passed unanimously.
7. Review of City of Fellsmere Water Line Permit Conditions – District Manager asked item to be continued to future meeting. Summary of issue was provided by District Manager. In 1995, the City installed a water line parallel to Ditch P14 from water plant to Willow. In 2015, an extension of a parallel water line from water plant to CR512 (to the east) was installed. As a result of these items, the District agreed to waive the fee in lieu of city maintaining P14. No maintenance has been done in the past 20 years. District Manager would recommend the city pay for an initial cleaning, then the District take over maintenance after that and city begin paying the annual fee. No action taken by Board.
8. Review of Demand Letters – Primary issue is how to address Australian Pines. Other open demand letter is Mesa Park. District Manager will require a new permit for the Motocross to address their site being an individual permit and demonstrate their compliance with FWCD standards. The Surf Park, which is under review, will destroy the old 2000 master permit requiring all other parcels to have to obtain their own permit. District Attorney indicated that instead of doing the work and billing the landowner, that the District can instead remove their point of connection and inform other permitting agencies. President Nelson moved to send a

MINUTES
FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
July 8, 2025 at 5:30 P.M.

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letter to landowner indicating the next action to be taken (removing outfall pipe) if not addressed in a reasonable timeframe.

District Attorney indicated that tree encroachments become the responsibility of the encroached owner. Even though 298 law states that landowners are not otherwise allowed to infringe on district facilities, he feels a legal action on this matter may not be successful. Based on this input, the Board directed that invasive species will be the District responsibility within district right-of-way. John Savage reiterates his belief that landowners today should be responsible for actions from decades ago. A member of the public asked if invasives become a responsibility of the district, how will they be addressed. District Manager indicated they will be addressed as part of normal tree care.

The Board unanimously agreed to take on invasive species removal within district rights-of-way.

9. Draft Final FY2025/2026 Budget – No action required, this is information only. Presented simply to reflect additional efforts to cut costs for next year's budget. A member of the public asked how Park Lateral will be done if the money has been reallocated. District Manager indicated that some of those funds will still be used to finish this project. John Savage asked how long we have to hold for gopher tortoises. District Manager indicated 18 months. No action from Board. John Savage asked if budget includes money for a district split. District Manager indicated that no funds are in proposed budget for a split. No new units are being created.
10. Contract to remove Overhanging Limbs (placeholder) – District Manager indicated that vendors two efforts will be completed – 1) restore Park Lateral maintenance berm and 2) grind overhanging limbs. Vendors are hourly given the unknown and wide variability. A member of the public asked if this will occur on all sublaterals. District Manager answered No, only those sublaterals that have heavy overhanging limbs. This item can be authorized by the District Manager and is information only for the Board. The contracts will include a one week review to ensure quality and quantity of work. Supervisor Dooley asked if hourly rate is machine and operator. District Manager indicated that it is time on the job. President Nelson asked how many contractors will be used. District Manager indicated that it will be one vendor for each task. Motion by Supervisor Dooley to approve contract concept and second by Supervisor Parentela.

MINUTES
FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
July 8, 2025 at 5:30 P.M.

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11. Interlocal Agreement with SJRWMD (placeholder) – District Attorney summarized requirements of purchase agreement that required presentation of a plan to withhold at least 10% of flow on the site. A plan was presented but was not approved by the FWCD. No follow up from SJRWMD occurred to overcome the concerns of the FWCD. The payment for failure to implement the plan was never sought by FWCD or paid by SJRWMD. A meeting on July 19, 2025 between FWCD and SJRWMD was held to seek solution. Prior to meeting, SJRWMD had entered into a lawsuit challenging an assessment on their property. Legal case is on hold while negotiations are underway. District Attorney feels SJRWMD should pay assessment but with the purchase agreement, this comes into question. At this time, FWCD is on hold waiting for an offer from SJRWMD. Supervisor Parentela asked what the timeframe is for next step. District Attorney indicated that it is all to be resolved prior to the September meeting to allow for budget adoption.

N. Comments from the Public

John Savage – how did FJV end up with a direct bill on portion of their holdings. President Nelson indicated that the land being billed as direct bill was bought by SJRWMD in the late 1990's and the Property Appraiser then removed them from the tax roll. When it was returned to private ownership in the mid-2000's, the Property Appraiser never returned this parcel to tax rolls. So, a direct bill was used to ensure this land paid their required assessment. John then asked about Headwaters Lake and how FJV became owner of two small parcels along what used to be FWCD main canal. President Nelson replied that SJRWMD purchased FWCD facilities (main canal) that was no longer needed by the FWCD. This portion of the main canal lies west of the plug that separates the pumped from gravity portion of the main canal. SJRWMD determine they no longer needed ownership of this land and transferred the land to FJV as part of overall Headwaters Lake property transfers.

O. Board Member Comments – None.

P. Adjourn – meeting was adjourned at 7:40pm.

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September 8, 2025, at 5:30 P.M.
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Agenda Item No. F.1: Open Permits

Background: This item provides an overview of the open permits at this time. Standard permits will be issued directly by the District Manager. The development-related permits will be assigned to one of the Continuing Engineers. All recently closed permits are being reviewed for cost to ensure any overage of the original retainer are billed to applicant. Many times, applicants fail to call for final inspection. When this occurs, FWCD will inspect once construction is deemed complete and a request for as-built will be sent to Applicant.

Open Standard

- 13820 97th St. Connection – pending receipt of application fee.
- 13890 85th St. Connection – waiting for completion of construction to perform final inspection.
- 13150 81st St. FPL - waiting for completion of construction to perform final inspection.
- 13055 83rd St. Culvert - waiting for completion of construction to perform final inspection.
- 12750 79th St. Culvert - waiting for completion of construction to perform final inspection.

Open Development

- Surf Park (P-15) – Redevelopment of portion of Mesa Park pending receipt of application fee/retainer and then to be assigned to continuing engineer. First round of comments have been released.
- Marian Estates (P-17/18) – new residential subdivision pending response to request for additional information. Offered to Applicant to shift ROW dedication from P-18 to P-17 since additional ROW is not needed along P-18 for maintenance purposes. Awaiting resubmittal from applicant. Requested City to require easement along P-17 for maintenance.
- Kentucky Stormwater Greenway (P-16) – expansion of sublateral area to provide flood mitigation pending receipt of application fee and then to be assigned to continuing engineer.
- Rail Trail (P-13A) – construction of new trail segment from Broadway to State Park. Permit issued. Waiting for construction to commence.
- State Street Reservoir (P-13) – expansion of stormwater flood mitigation lake. Permit issued. Waiting for construction to commence.
- 12201 CR512 Brown & Sons (East Boundary Ditch) – new storage yard for land clearing business. Waiting for construction to commence.
- FJV Water Farm (Lat. U) – new connection and withdraw for stormwater treatment area. Waiting for completion of construction to perform final inspection.
- Indian Summer Estates (P-8/9) – Received as-built certification and payment of arrears. Reviewing for compliance prior to closing permit. Board action has waived permit condition to remove Australian pines.
- NY Ditch Improvements (P14) – reprofile and replace culverts. Waiting for as-built and payment of arrears prior to closing permit.
- Florida Organic Aquaculture (U-23/24) – new commercial entity. Issues with salt water containment and separation from freshwater sublaterals. Draft Demand Letter with District Attorney.
- Parabel (U-23/24) - new commercial entity. Issues with construction contrary to permit. Long-term issue requiring resolution.
- O'Reilly Auto Parts (P15) - new commercial entity. Waiting for as-built to perform final inspection.

Request: None, information only.

Fellsmere Water Control District
Monthly Financial Report

	Annual Budget 10/1/24 - 9/30/25	Year to Date Actual 10/1/24 - 5/31/25	Actual May - 25
REVENUES			
Money Market Transfers	NA	350,000.00	0.00
Tax Revenue	713,055	731,335.35	14,455.81
Revenue Other	12,500	10,038.58	500.00
Interest Income	1,800	2,121.59	1,730.98
Direct Bill	56,139	58,956.48	0.00
Tax Collector Fee	(10,597)	-1,501.52	0.00
Discounts For Early Payments	(21,194)	-24,990.70	0.00
Total Revenues	\$ 751,703		\$ 16,686.79
ADMINISTRATIVE EXPENDITURES			
5002 · Website management	2,200	\$ 7,944.62	\$ 336.29
5003 · Miscellaneous	2,500	\$ 1,779.97	\$ -
5013 · Legal & Professional	16,000	\$ 17,429.53	\$ 5,632.03
5014 · Insurance (Gen Liability)	18,000	\$ 17,223.00	\$ -
5015 · Engineering	20,000	\$ 41,982.12	\$ 2,235.75
5016 · Audit Fee	12,200	\$ 12,200.00	\$ -
5017 · Management Fee	2,000	\$ 8,424.81	\$ -
5018 · Bank Service Charges	250	\$ 606.87	\$ 125.08
5019 · Conversion Consultant	0	\$ -	\$ -
5037 - Transportaton	2,500	\$ 1,129.47	\$ 13.30
5053 · Prop Appraiser Fees	1,800	\$ -	\$ -
5054 · Tax Collector Fees	500	\$ 1,800.00	\$ -
5074 · Property Taxes	950	\$ 935.82	\$ -
5076 · Licenses, Permits	675	\$ 224.00	\$ -
5077 - Memberships	2,000	\$ 2,000.00	\$ -
5078 · Advertising	1,500	\$ 981.00	\$ 256.84
5079 · Postage	750	\$ 4,347.63	\$ 4,288.28
5082 - Maintenance Bldg. & grounds	4,800	\$ 15,373.52	\$ 286.00
5083 · Utilities	4,200	\$ 1,196.21	\$ 614.65
5086 · Telephone	4,200	\$ 1,394.43	\$ 188.53
5090 · Office Supplies	2,000	\$ 1,904.33	\$ -
5091 · Payroll processing fee	1,400	\$ 969.94	\$ 152.46
5111 Labor-District Manager	100,000	\$ 70,884.63	\$ 8,046.65
5121 Payroll Taxes	7,500	\$ 5,590.39	\$ 882.69
5122 State Retirement	37,520	\$ 23,089.12	\$ 2,886.14
5123 Workers Comp	2,000	\$ 4,068.98	\$ -
5124 Group Med, Life Ins.	38,600	\$ 30,855.04	\$ 5,313.53
Total Administrative Expenditures	\$ 286,045	\$ 274,335.43	\$ 31,258.22

Fellsmere Water Control District
Monthly Financial Report

	Annual Budget 10/1/24 - 9/30/25	Year to Date Actual 10/1/24 - 5/31/25	Actual May - 25
MAINTENANCE EXPENDITURES			
4002 Aerial Spraying	0	\$ -	\$ -
4003 Contract/Mechanical	70,150	\$ 2,348.42	\$ -
4004 Truck Spraying	0	\$ -	\$ -
4006 - Canal/Ditch Mowing	21,000	\$ 20,250.00	\$ -
4005 Water Testing	2,200	\$ 500.80	\$ 500.80
4040 - Canal/Ditch Maintenance	380,073	\$ 433,641.92	\$ -
4111 Labor-Equip Oper	58,560	\$ 40,455.07	\$ 4,878.19
4121 Payroll Taxes	5,000	\$ 3,233.91	\$ 501.90
4122 State Retirement	20,000	\$ 5,939.08	\$ 847.39
4123 Workers Comp	2,000	\$ -	\$ -
4124 Group Med, Life Ins.	19,800	\$ 3,769.24	\$ 52.32
4131 Equipment R & M	2,000	\$ 5,171.89	\$ -
4132 Supplies & Services	2,500	\$ 2,424.29	\$ -
4133 Gas & Oil	4,500	\$ 2,258.44	\$ -
4136 Insurance	0	\$ 560.55	\$ -
4137 Transportation	3,700	\$ 3,224.05	\$ 233.80
Total Maintenance Expenditures	591,483	523,778	7,014
Total Expenditures	\$ 877,528.00	\$ 798,113.09	\$ 38,272.62
EXCESS/ (SHORTFALL)		\$ 79,415	
Debt Payments	\$ -		\$ -

CHECKING

Beginning Fiscal Year Balance	\$ 75,657.34
MM Transfers to Operating (prior to May 25)	\$ 350,000.00
Other Additions from Bank Statement	\$ 24,138.13
Revenue - Cumulative Fiscal Year Total	\$ 774,601.33
Expenses - Cumulative Fiscal Year Total	\$ (798,113.09)
Unposted Transactions	\$ 3,625.96
Sweep from Checking to Money Market	\$ (389,909.65)
Available Funds @ End of Month	\$ 40,000.02
statement	\$ 40,000.00

Beginning Monthly Balance	\$ 282,708.36
Deposits and Other Additions (less interest received)	\$ 672,700.99
Sweep From Money Market Statement (less MM fee)	\$ (306,929.47)
Interest From Money Market Statement	\$ 1,358.45
Ending Balance	\$ 649,838.33
statement	\$ 649,838.33 statement

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Fellsmere Water Control District
Monthly Financial Report

	Annual Budget 10/1/24 - 9/30/25	Year to Date Actual 10/1/24 - 6/30/25	Actual Jun - 25
REVENUES			
Money Market Transfers	NA	350,000.00	0.00
Tax Revenue	713,055	762,115.65	30,780.30
Revenue Other	12,500	11,826.28	1,787.70
Interest Income	1,800	5,232.92	3,111.33
Direct Bill	56,139	58,956.48	0.00
Tax Collector Fee	(10,597)	-1,501.52	0.00
Discounts For Early Payments	(21,194)	-24,990.70	0.00
Total Revenues	\$ 751,703		\$ 35,679.33
ADMINISTRATIVE EXPENDITURES			
5002 · Website management	2,200	\$ 8,499.67	\$ 555.05
5003 · Miscellaneous	2,500	\$ 1,974.97	\$ 195.00
5013 · Legal & Professional	16,000	\$ 22,599.01	\$ 5,169.48
5014 · Insurance (Gen Liability)	18,000	\$ 17,811.00	\$ 588.00
5015 · Engineering	20,000	\$ 45,851.87	\$ 3,869.75
5016 · Audit Fee	12,200	\$ 12,200.00	\$ -
5017 · Management Fee	2,000	\$ 8,424.81	\$ -
5018 · Bank Service Charges	250	\$ 669.85	\$ 62.98
5019 · Conversion Consultant	0	\$ -	\$ -
5037 - Transportaton	2,500	\$ 1,312.17	\$ 182.70
5053 · Prop Appraiser Fees	1,800	\$ -	\$ -
5054 · Tax Collector Fees	500	\$ 1,800.00	\$ -
5074 · Property Taxes	950	\$ 935.82	\$ -
5076 · Licenses, Permits	675	\$ 249.00	\$ 25.00
5077 - Memberships	2,000	\$ 2,000.00	\$ -
5078 · Advertising	1,500	\$ 1,290.70	\$ 309.70
5079 · Postage	750	\$ 4,347.63	\$ -
5082 - Maintenance Bldg. & grounds	4,800	\$ 15,533.52	\$ 160.00
5083 · Utilities	4,200	\$ 1,426.49	\$ 230.28
5086 · Telephone	4,200	\$ 1,582.96	\$ 188.53
5090 · Office Supplies	2,000	\$ 2,011.33	\$ 107.00
5091 · Payroll processing fee	1,400	\$ 1,071.58	\$ 101.64
5111 Labor-District Manager	100,000	\$ 78,346.17	\$ 7,461.54
5121 Payroll Taxes	7,500	\$ 6,178.86	\$ 588.47
5122 State Retirement	37,520	\$ 25,975.26	\$ 2,886.14
5123 Workers Comp	2,000	\$ 4,068.98	\$ -
5124 Group Med, Life Ins.	38,600	\$ 37,155.65	\$ 6,300.61
Total Administrative Expenditures	\$ 286,045	\$ 303,317.30	\$ 28,981.87

Fellsmere Water Control District
Monthly Financial Report

	Annual Budget 10/1/24 - 9/30/25	Year to Date Actual 10/1/24 - 6/30/25	Actual June - 25
MAINTENANCE EXPENDITURES			
4002 Aerial Spraying	0	\$ -	\$ -
4003 Contract/Mechanical	70,150	\$ 2,348.42	\$ -
4004 Truck Spraying	0	\$ -	\$ -
4006 - Canal/Ditch Mowing	21,000	\$ 20,250.00	\$ -
4005 Water Testing	2,200	\$ 500.80	\$ -
4040 - Canal/Ditch Maintenance	380,073	\$ 433,641.92	\$ -
4111 Labor-Equip Oper	58,560	\$ 44,639.81	\$ 4,184.74
4121 Payroll Taxes	5,000	\$ 3,568.51	\$ 334.60
4122 State Retirement	20,000	\$ 6,666.47	\$ 727.39
4123 Workers Comp	2,000	\$ -	\$ -
4124 Group Med, Life Ins.	19,800	\$ 3,821.56	\$ 52.32
4131 Equipment R & M	2,000	\$ 5,171.89	\$ -
4132 Supplies & Services	2,500	\$ 2,528.21	\$ 103.92
4133 Gas & Oil	4,500	\$ 4,349.97	\$ 2,091.53
4136 Insurance	0	\$ 560.55	\$ -
4137 Transportation	3,700	\$ 3,380.15	\$ 156.10
Total Maintenance Expenditures	591,483	531,428	7,651
Total Expenditures	\$ 877,528.00	\$ 834,745.56	\$ 36,632
EXCESS/ (SHORTFALL)		\$ 42,782	
Debt Payments	\$ -		\$ -

CHECKING

Beginning Fiscal Year Balance	\$ 40,000.00	
MM Transfers to Operating (prior to May 25)	\$ 35,679.33	
Other Additions from Bank Statement	\$ 34,541.50	
Revenue - Cumulative Fiscal Year Total	\$ 108,354.73	
Expenses - Cumulative Fiscal Year Total	\$ (35,242.30)	
Unposted Transactions	\$ (32,290.43)	
Sweep from Checking to Money Market	\$ (67,532.73)	
Available Funds @ End of Month	\$ 40,822.00	
statement	\$ 40,822.00	statement

Beginning Monthly Balance	\$ 649,832.33	from Bank Statement
Deposits and Other Additions (less interest received)	\$ 32,290.43	from Bank Statement
Sweep From Money Market Statement (less MM fee)	\$ (34,541.50)	from Bank Statement
Interest From Money Market Statement	\$ 1,866.10	from Bank Statement
Ending Balance	\$ 649,447.36	
statement	\$ 649,447.36	statement

**Monthly Manager's Report
Fellsmere Water Control District
June 2025**

Administration – Received non-response to letter to GoDaddy legal department regarding dropped emails. GoDaddy simply reiterated what was sent to them. Process Landowner Meeting and May Board meeting minutes. Continued preparation for July Board meetings. Continued review of historic and current files. Continued research piggyback contracts for aquatic weed control and heavy forestry mulching. Began meeting with forestry mulching firms for drive-arounds. Worked with new Attorney for preparation of Continuing Engineering Services contract. Maintained financial tracking spreadsheet. Continued revisions to Standard Operating Procedures (combining old District Manager's Guide and Employee Handbook). Worked on public records request.

District Manager was out on vacation numerous days in June.

Issues encountered – Loss of emails partially retrieved – full restoration not possible.

Direction Desired – None.

Operation/Maintenance - Rob worked on sublaterals U-5, P-22 and P-9. Operator was out on vacation for multiple days in June. Work was slowed at request of District Manager to address juvenile palms and saplings on maintenance side of sublaterals. Operator spent extensive time on U-5.

Issues Encountered – Machine Operator continues to remove saplings and juvenile palms on maintenance side slope and bottom ditch when possible as well as tamping down maintenance berms after muck placement to ensure ease of future mowing.

Direction Desired – None.

Operation/Capital

No capital projects or capital purchase this month.

Next Month

Administration:

- Continue research for piggyback contracts for aquatic weed control and forestry mulching and obtain new quotes as needed.
- Finalize receipt of quotes for mowing (to precede spraying).
- Finalize receipt of quotes for tree care.
- Initial meeting with City for partnership opportunities – hold for CM to become permanent.
- Conduct July Board meeting.
- Monitor machine operator.

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

Operation Capital – no anticipated actions.

**Monthly Manager's Report
Fellsmere Water Control District
July 2025**

Administration – Conducted July Board meetings. Coordinated with District Attorney on contracts for tree care and continuing engineers. Continued review of historic and current files. Continued obtaining quotes for aquatic weed control and heavy forestry mulching. Obtain quote for mowing to precede spraying. Released one development (Surf Park) for review by Continuing Engineering. Met with City Code Enforcement for status of various violations. Maintained financial tracking spreadsheet. Continued revisions to Standard Operating Procedures (combining old District Manager's Guide and Employee Handbook). Worked on public records request. Met citizen group. Worked on August workshop data and analysis. Coordinate with new supervisors for tour of district and copy of pertinent files.

Issues encountered – None.

Direction Desired – None.

Operation/Maintenance - Rob worked on sublaterals P-21, P-22, P-23 and P-24.

Issues Encountered – Machine Operator continues to remove saplings and juvenile palms on maintenance side slope and bottom ditch when possible as well as tamping down maintenance berms after muck placement to ensure ease of future mowing.

Direction Desired – None.

Operation/Capital

No capital projects or capital purchase this month.

Next Month

Administration: Finalize quotes for aquatic weed control and forestry mulching.

Finalize contract for tree care.

Initial meeting with City for partnership opportunities – hold for CM to become permanent.

Prepare for August Board workshop.

Monitor machine operator.

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

Continue sublateral inspections.

Operation Capital – grant opportunity deadline at end of September – may use for expansion of NY ditch.

As of 25-Aug-25

Blue = Good
Green = Fair
Red = Poor
● = No Access
● = Last lot blocked
■ = Last lot too deep
== = bridge
xx% = percent overhang limbs

NEXT IN LINE
U-13b, U-15, U4

- U-1 / 123rd St.
- U-2 / 121st St.
- U-3 / 119th St.
- U-4 / 117th St.
- U-5 / 115th St.
- U-6 / 113th St.
- U-7 / 111th St.
- U-8 / 109th St.
- U-9 / 107th St.
- U-10 / 105th St.
- U-11 / 103rd St.
- U-12 / 101st St.
- U-13 / 99th St.
- U-14 / 97th St.
- U-15 / 95th St.
- U-16 / 93rd St.
- U-17 / 91st St.
- U-18 / 89th St.
- U-19 / 87th St.
- U-20 / 85th St.
- U-21 / 83rd St.
- U-22 / 81st St.
- U-23 / 79th St.

Lateral U

44.519 LF

FELLSMERE MAIN CANAL

Park Lateral

Babcock CR507

31.12 LF

C.R. 312

CANAL PLUGGED WITH
54" CMP FBR

CANAL PLUGGED WITH
48" CMP WITH FLAPGATE

- SUBLATERAL PL-1 123RD ST
- SUBLATERAL PL-2 121ST ST
- SUBLATERAL PL-3 119TH ST
- SUBLATERAL PL-4 117TH ST
- SUBLATERAL PL-5 115TH ST
- SUBLATERAL PL-6 113TH ST
- SUBLATERAL PL-7 111TH ST
- SUBLATERAL PL-8 109TH ST
- SUBLATERAL PL-9 107TH ST
- SUBLATERAL PL-10 105TH ST
- SUBLATERAL PL-11 103RD ST
- SUBLATERAL PL-12 101ST ST
- SUBLATERAL PL-13 99TH ST
- SUBLATERAL PL-14 97TH ST
- SUBLATERAL PL-15 95TH ST
- SUBLATERAL PL-16 93RD ST
- SUBLATERAL PL-17 91ST ST
- SUBLATERAL PL-18 89TH ST
- SUBLATERAL PL-19 87TH ST
- SUBLATERAL PL-20 85TH ST
- SUBLATERAL PL-21 83RD ST
- SUBLATERAL PL-22 81ST ST
- SUBLATERAL PL-23 79TH ST
- SUBLATERAL PL-24 77TH ST

CR512

Willow St.

SUBLATERAL
U-24

Total Days	459	Ditches Serviced:
Vacation Days	36	P-1, P-7, P-9, P-10, P-11, P-12, P-13, P-14, P-15, P-16, P-17, P-18, P-19, P-20, P-21, P-22, P-23, P-24,
Sick Days	23	U-1, U-2, U-5, U-6, U-16, U-17, U-18, U-19, U-20, RR,
Holidays	10	(bold represent sublateral cleaning vs. repairs or other)
Machine Down Days	39	209 days of sublateral cleaning over 41.4 miles of sublaterals = 5 days/mile
Non-Machine Days	142	11 non-machine days + 130 weekend days
Maintenance Days	209	
DATE	DITCH	NOTES
20-May	P-12	Between Willow & Community
21-May	P-12	Finish 12 move to 13
22-May	P-13	
23-May	P-13	And got with Contractor on Park Lateral
24-May	P-13	
27-May		HOLIDAY
28-May	P-13	Repair washout
29-May	P-13	
30-May	P-12	
31-May	DOWN	Went Ringhaven For Def Fluid
3-Jun	DOWN	Service CAF - Check on Contractors per George
4-Jun	DOWN	Got Broken Water line repaired
5-Jun	P-13	
6-Jun	DOWN	Clean By Arena
7-Jun	P-13	
10-Jun	DOWN	Office
11-Jun	P-13	Finish Between Willow & Community
12-Jun	P-20	Bunch trash
13-Jun	DOWN	Check on Contractors/Service Cat/Work on ice
14-Jun	P-20	
17-Jun	P-17	
18-Jun	P-17	machine Started Throwing Code
19-Jun	DOWN	work at office - waiting on cat tech
20-Jun	DOWN	Finish Repair on CAT
21-Jun	DOWN	Toured With Mr. Kurtz
24-Jun	DOWN	Ck on Contractors Per George / Inspected New Culverte / Worked in office
25-Jun	DOWN	Throwing Codes
26-Jun	P-17	
27-Jun	P-17	
28-Jun	DOWN	Service Cat / Inspect Culverts
1-Jul	P-20	Pull Culvert
2-Jul	P-20	
3-Jul		Meeks Care to repair septic
4-Jul		HOLIDAY
5-Jul		Had to meet Exterminator/Work in office
8-Jul		Had to meet with plumber for repair in Shop
9-Jul	P-10	
10-Jul		Park lateral - mtg w/ contractors, George and Gouett - Danny/Kirsten County
11-Jul	U-17	Australian pines
12-Jul	U-17	
15-Jul	P-10	Cleared trash & Debris
16-Jul	U-17	
17-Jul	U-17	Trees
18-Jul	U-17	

DATE	DITCH	NOTES
19-Jul		Checked on and Talk to contractor / Check fences / Work on ice machine
22-Jul		SICK
23-Jul		SICK
24-Jul		Office
25-Jul	U-17	
26-Jul	P-18	
29-Jul	P-11	Cut lock in gate / machine down / Throwing Codes
30-Jul	P-11	
31-Jul	P-11	Janice golden
1-Aug	P-11	
2-Aug	P-11	
5-Aug	DOWN	machine throwing Codes
6-Aug	DOWN	work in Shop Waiting on CAT mechanic
7-Aug	DOWN	work in Shop Waiting on CAT
8-Aug	DOWN	work in Shop Waiting on CAT
9-Aug	DOWN	CAT Called, Parts on back order
12-Aug	DOWN	OFFICE
13-Aug	DOWN	Ck w/ Contractors per George/Talk w/ Mark Winslow County on VAC trucks
14-Aug	DOWN	Work in SHOP & office
15-Aug	DOWN	Check with Contractors, work on Spray truck
16-Aug	DOWN	Work in Shop
19-Aug	DOWN	Install New Ice machine
20-Aug		VACATION
21-Aug		VACATION
22-Aug		VACATION
23-Aug		VACATION
26-Aug	P-11	
27-Aug	P-10	
28-Aug	P-16	city portion
29-Aug	P-16	city portion
30-Aug	P-16	city portion - Trees / Checked out New York
2-Sep		HOLIDAY
3-Sep		VACATION
4-Sep	P-13	Inspected some ditches / met with Rep for permet pas
5-Sep	P-13	
6-Sep		SICK
9-Sep	P-15	Alabama
10-Sep	P-13	prior grass hot spot
11-Sep	P-15	Repair Washouts west cleaning / 99th Hot Spot east of babcock
12-Sep	P-13	machine Throwing code and is down - Called Kelly Tractor
13-Sep	DOWN	Ride South ditches / Fill grease Resovoir/Waiting on Kelly Tractor
16-Sep	P-20	East / Worked ON CAT with Kelly Tractor
17-Sep	DOWN	Work on machine / went to Ring haver
18-Sep	DOWN	Work on CAT, inspect washouts on park lateral / Cleaning up Shop
19-Sep	DOWN	Clean Shop bagging trash / work with CAT mechanic
20-Sep	DOWN	Clean more ON SHOP And took several loads to Dump
23-Sep	DOWN	Clean at Shop / Talk to Contractor on park lateral /Help Caterpillar mechanic
24-Sep	P-20	E of Willow / Work on Cat / met with George out on N Park latered
25-Sep	U-20	W of Park lateral Cleaning Ditch
26-Sep	U-20	W Clearing ditch
27-Sep		SICK
30-Sep	P-20	east of willow
1-Oct		Load County Dump trucks on Park lateral
2-Oct		Dug and piled dirt For trucks

DATE	DITCH	NOTES
3-Oct		Loaded County trucks on Park Lateral
4-Oct		Load County trucks on Park Lateral
7-Oct	P-13	Cleared west of babcock
8-Oct	P-18	start at east end
8-Oct	P-13	E of Babcock repair washout and clean prior grass
9-Oct	P-18	E of Willow
10-Oct		SICK
11-Oct	P-18	E of Willow
14-Oct	P-18	W of Willow
15-Oct	P-18	E of Willow
16-Oct	P-18	W of Willow
17-Oct	P-18	W of Willow
18-Oct	P-18	W of Willow
21-Oct		SICK
22-Oct	P-18	E of Willow
23-Oct	P-18	E of Willow
23-Oct	P-16	Repair washout
24-Oct	U-20	Lateral U
25-Oct	U-20	Lateral U
28-Oct		VACATION
29-Oct		VACATION
30-Oct		VACATION
1-Nov		VACATION
4-Nov		VACATION
5-Nov		VACATION
6-Nov		VACATION
7-Nov	U-20	Lateral U
8-Nov	U-20	Lateral U
11-Nov		HOLIDAY
12-Nov	U-20	Lateral U
13-Nov	U-20	Lateral U
14-Nov	U-20	Lateral U
15-Nov	U-20	Lateral U
18-Nov	U-20	Lateral U
19-Nov	U-20	Lateral U
20-Nov	U-1	E of Plat
21-Nov	U-1	E of Plat
25-Nov		VACATION
26-Nov		VACATION
27-Nov		VACATION
28-Nov		HOLIDAY
29-Nov		VACATION
2-Dec	P-19	E of Willow
3-Dec	P-19	E of Willow
4-Dec	P-19	W&E of Willow
5-Dec	P-19	W of Willow
6-Dec	P-19	W of Willow also met with exterminator
9-Dec		SICK
10-Dec		SICK
11-Dec		SICK
12-Dec		SICK
13-Dec	P-19	Finish W of Willow
16-Dec	RR	Dug out pipe
17-Dec	RR	Meet with Wayne About Replacing pipe

DATE	DITCH	NOTES
18-Dec		VACATION
19-Dec		VACATION
20-Dec		VACATION
23-Dec		VACATION
24-Dec		VACATION
25-Dec		VACATION
26-Dec		VACATION
27-Dec		VACATION
30-Dec		VACATION
31-Dec		VACATION
1-Jan		HOLIDAY
2-Jan		SICK
3-Jan		SICK
6-Jan	RR	Install pipe
7-Jan	P-19	E of Willow
8-Jan	P-19	E of Willow
9-Jan	P-19	E of Willow
10-Jan	P-7	E of Babcock
13-Jan	P-7	E of Babcock
14-Jan	P-11	E of Babcock
15-Jan	P-11	E of Babcock
16-Jan	P-11	E of Babcock
16-Jan	P-9	E of Babcock
17-Jan	P-9	E of Babcock
20-Jan		HOLIDAY
21-Jan	U-16	W of Babcock
22-Jan	U-16	W of Babcock
23-Jan	U-16	W of Babcock
24-Jan	U-16	W of Babcock
27-Jan	U-16	W of Babcock
28-Jan	U-16	W of Babcock
29-Jan	P-9	E of Babcock
30-Jan		SICK
31-Jan		SICK
3-Feb	U-19	W of CR512
4-Feb	U-19	W of CR512
5-Feb	U-19	W of CR512
6-Feb	U-19	W of CR512
7-Feb		Shop - Hauled trash
10-Feb	U-19	W of CR512
11-Feb	U-20	W of CR512
12-Feb	U-19	South side
13-Feb	U-19	South side
14-Feb	DOWN	Work with CAT on machine
17-Feb		HOLIDAY
18-Feb	U-19	machine throwing codes
19-Feb	DOWN	Shop
20-Feb	DOWN	Inspections
21-Feb	DOWN	Work with CAT on machine
24-Feb	U-20	
25-Feb	U-20	
26-Feb	U-20	
27-Feb	U-20	
28-Feb	U-20	

DATE	DITCH	NOTES
3-Mar	NA	SICK
4-Mar	U-20	
5-Mar	P-20	
6-Mar	P-20	
7-Mar	P-20	
March 10-26	DOWN	MACHINE DOWN (5 days) SICK Operator out (11 days)
27-Mar	P-20	
28-Mar	P-20	
31-Mar	P-6	
1-Apr	U-6	
2-Apr	NA	SICK
3-Apr	NA	SICK
4-Apr	U-6	
7-Apr	P-20	
8-Apr	U-6	cleaning and clearing pepper trees
9-Apr	U-6	cleaning and clearing pepper trees
10-Apr	U-6	cleaning and clearing pepper trees
11-Apr	U-6	cleaning and clearing pepper trees
14-Apr	P-20	
15-Apr	P-20	
16-Apr	P-20	cleaning and remove small palms
17-Apr	P-20	
18-Apr	NA	SICK
21-Apr	P-20/U-6	clearing trees
22-Apr	U-6	clearing bank
23-Apr	U-6	clearing trees
24-Apr	U-6	clearing trees
25-Apr	U-6	clearing trees
28-Apr	NA	SICK
29-Apr	U-6	clearing trees
30-Apr	U-6	clearing trees
1-May	U-6	clearing trees
2-May	U-6	clearing trees
5-May	U-6	clearing trees
6-May	U-6	clearing trees
7-May	U-18	cleaning
8-May	U-18	cleaning
9-May	U-18	cleaning and repair around bridge
12-May	U-18	cleaning
13-May	U-18	cleaning - finished west side
14-May	U-18	cleaning - ornamental trees blocking access
15-May	U-1	cleaning
16-May	U-1	cleaning
19-May	U-1	cleaning
20-May	P-1	cleaning
21-May	P-1	cleaning
22-May	P-1	cleaning - left early for DEF fluid
23-May	P-1	cleaning
26-May		HOLIDAY
27-May		VACATION
28-May		VACATION
29-May	P-1	cleaning
30-May	P-1	cleaning and rebuilt bank
2-Jun	P-9	cleaning - finish east behind gate to park outparcel

DATE	DITCH	NOTES
3-Jun	U-5	cleaning
4-Jun		SICK
5-Jun	U-5	cleaning
6-Jun	U-5	cleaning - finish west of center ditch
9-Jun	U-5	cleaning after checking on 91st washouts
10-Jun	U-5	cleaning
11-Jun	U-5	cleaning
12-Jun		VACATION
13-Jun		VACATION
16-Jun	U-5	cleaning
17-Jun	U-5	finish U-5 and repair 99th washout
18-Jun	P-17	cleaning west of Willow
19-Jun	P-17	cleaning west of Willow
20-Jun		VACATION
23-Jun	P-17	cleaning
24-Jun	P-17	cleaning
25-Jun	P-22	cleaning
26-Jun	P-22	cleaning
27-Jun	P-22	cleaning
30-Jun	P-22	cleaning
1-Jul		SICK
2-Jul	P-22	cleaning
3-Jul	P-22	cleaning
4-Jul		HOLIDAY
7-Jul	P-22	cleaning
8-Jul	P-22	cleaning - early to shop for def fluid and trash to dump
9-Jul	P-23	cleaning - NOTE australian pines around pipe at 12330 81st.
10-Jul		VACATION
11-Jul		VACATION
14-Jul	P-23	cleaning
15-Jul	P-23	cleaning - late start to inspect ditches
16-Jul	P-23	cleaning
17-Jul	P-23	cleaning
18-Jul	P-23	cleaning
21-Jul	P-24	cleaning
22-Jul	P-24	cleaning
23-Jul	P-24	cleaning
24-Jul	P-24	cleaning
25-Jul	P-24	cleaning - finish P-24 and start P-21
28-Jul	P-21	cleaning
29-Jul	P-21	cleaning
30-Jul	P-21	cleaning
31-Jul	P-21	cleaning
1-Aug	P-21	cleaning - finish and return early for CAT service
4-Aug		VACATION
5-Aug	P-15	cleaning and tree clearing
6-Aug	P-15	cleaning and tree clearing
7-Aug	P-15	cleaning and tree clearing
8-Aug	DOWN	Cat machine service
11-Aug	RR	cleaning
12-Aug		SICK
13-Aug		SICK
14-Aug	RR	cleaning
15-Aug	RR	cleaning

DATE	DITCH	NOTES
18-Aug	RR	cleaning
19-Aug	RR	cleaning
20-Aug	RR	cleaning
21-Aug		VACATION
22-Aug		VACATION

FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
September 8, 2025, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA
OLD SCHOOL AUDITORIUM

Agenda Item No. H.4: Sublateral Mowing

Background: To ensure access to the water's surface for effective aquatic spray, mowing will precede each spray. The next mowing of sublaterals was to be conducted in early-September, to allow spraying to occur in mid to late September. Unfortunately, Orchid Island Property Management, the current mowing vendor, has experienced staff departures that have left them unable to mow in September. They are unable to mow prior to late October resulting in spraying to occur in late November or December. Moving to another vendor is cost prohibitive as the nearest competing estimate is over twice as expensive.

Given this delay, aggressive sublateral cleaning will continue to further improve sublaterals prior to spraying. Use of a contractor to enhance services may be required anyway given the need to clean sublaterals south of 77th Street. Using the in-house machine to clean south of 77th will reduce service in the northern East Unit.

The original contract for mowing provided for only one pass on the sublateral banks and one on the top, which was not sufficient to reach the water line. The new mowing regime will provide a third pass to mow to the water line. This will cover most all sublaterals except those at the outfall ends that may be deeper than a second pass can reach.

In addition to sublateral mowing, the canals should also be mowed to maintain the cleaning that occurred with the major canal maintenance projects last year. A separate contract will be issued for these services at a future Supervisor meeting.

Request: None. Information only.

FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
September 8, 2025, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA
OLD SCHOOL AUDITORIUM

Agenda Item No. H.5 Tree Care -- Overhanging Limbs

Background: In preparation for an aquatic spray in September (now postponed until November/December), overhanging limbs are being cut back to allow for access to the water's surface. A total of five vendors were contacted and inspected the work to be done. All were unable to provide a fixed price due to the varying nature of the work. As such, each provided machine hourly rate sheets along with references and experience.

Based on quoted machine hourly rates, review of the experience and references, as well as ability to complete the work in a timely manner, staff entered into a contract with TM Property Solutions, Inc. An insurance certificate naming the district as additional insured has been obtained. The district Attorney has prepared a standard cover contract with the vendor's proposal as attachment.

A budget of \$35,000 is available this fiscal year and another \$35,000 for the next fiscal year that begins on October 1st. Work began on August 18th and was monitored by the District Manager and Supervisor Parentela and one interested citizen volunteer. Work met the goals of the project with work starting on P-4 and working south. A special tree care map (attached) was prepared to guide the operator to the worst locations. Not all sublaterals will be addressed, only the worse of the worse. Work is expected to be done in mid-September subject to machine down time.

Management of the contract will required periodic review of work completed to ensure proper removal of overhanging limbs, fallen trees, saplings and other potential obstruction to ditch flow or spray access. The District Manager will spot check at least twice per week and provide direction as needed to the vendor.

Unrelated to the current contract, another vendor, Browns & Sons, has agreed to provide one week of grinding service for free to allow the district to compare an alternative vendor. The District Manager will reserve 97th east of Willow for this vendor to address. This will also help to reduce the cost to the City for restoring this sublateral.

Request: None. Information only.

FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
September 8, 2025, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA
OLD SCHOOL AUDITORIUM

Agenda Item No. H.6 Spray Contract

Background: With heavy vegetation mostly removed from sublaterals, and overhanging limbs being addressed, aquatic spray services can now be utilized to maintain vegetative growth. In future years, this spray will occur in June/July with a second spray in December/January.

A spray cycle for the East Unit sublaterals north of 77th was scheduled for September, but given the delay in the mowing, the District Manager is recommending this spray be moved to the regular cycle of December. Given this delay, aggressive sublateral cleaning will continue to further improve sublaterals prior to spraying. Use of a contractor to enhance services may be required anyway given the need to clean sublaterals south of 77th Street. Using the in-house machine to clean south of 77th will reduce service in the northern East Unit.

Conventional spraying is being used in lieu of invert spray as a trial basis. Invert spray reduces chemical drift but at a 33% premium to conventional spraying. For those sublaterals still with heavy vegetation, the vendor, in coordination with the District Manager, will determine whether such sublaterals are sprayed on a case-by-case basis. Those that are not sprayed with this cycle, will be prioritized for mechanical cleaning to ensure such sublaterals are ready for spraying on the next cycle in June/July 2026.

With the cost of service being less than \$35,000, the State of Florida threshold for required bids for service contracts, written quotes were utilized in lieu of bids. Vendors for this spray cycle were obtained from office files of prior vendors and internet search of new providers. A total of four firms were contacted with only one providing an estimate. Being less than \$35,000 allows for District Manager approval of the contract. As such, this item is for information purposes.

Request: No action required from Board of Supervisors.

Budget Narrative for Fellsmere Water Control District Fiscal Year 2025-2026

Introduction

The Fellsmere Water Control District (FWCD) is pleased to present its budget for the fiscal year 2025-2026. This budget reflects the District's commitment to efficient water management, infrastructure maintenance, and financial stewardship, ensuring the sustainability of our stormwater management for the community.

Revenue Overview

The total projected revenue for FY 2024-2025 is \$963,254, which includes:

- Tax Revenue:** \$819,910, reflecting an increase from the previous fiscal year due to increased services.
- Interest Income:** \$12,000, consistent with the projected interest income of the previous year.
- Private pay of \$64,000 comprised of \$14,000 in permit charges and \$50,000 payment toward district re-organization.
- Penalty payment from SJRWMD in the amount of \$10,300 related to State Park interlocal commitments.
- \$100,000 from cash reserves to accelerate ditch maintenance prior to next spray.

Expenditure Overview

The total expenditures for FY 2024-2025 are projected at \$963,254, categorized into administrative and maintenance expenses.

Administrative Expenditures

Totaling \$334,894, reflecting a reduction from prior year of over 10%. Administrative expenses include:

- Legal and Professional Fees: \$30,000, increased over trend but reduced from prior year to reflect increased hourly rates and additional efforts as issues are resolved.
- District Re-organization: \$50,000 to be covered by private pay.
- Audit Fees: \$12,400, approved for the annual audit.
- Engineering: \$14,000, decrease from prior year due to in-house district engineer. Cost reflect permit reviews which are reimbursed by applicants.
- Insurance: \$28,600, decrease of over 20% due to change in health coverage.
- Reserve: \$100,000, a substantial increase to build financial resilience and cover unexpected costs.

Maintenance Expenditures

Totaling \$628,360, maintenance expenses include:

- Contract Services:** \$532,500, a substantial increase to return the district to a full complement of services including aerial canal spraying, sublateral truck spraying, mowing, tree care, Park Lateral bank restoration and machine lease cost.

- Ditch Maintenance-Personnel: eliminate in-house machine operator and use temporary skilled labor during remaining machine lease term (through January 2027) – use of temp labor reduces cost by over 10%.
- Ditch Maintenance-Equipment and Supplies:** \$18,900, maintaining consistent support for equipment repair, supplies, and transportation.

Summary and Financial Health

The budget projects a balanced financial position with a net zero excess/shortfall after accounting for early payment discounts and tax collector fees. This prudent financial planning ensures that FWCD can effectively manage its operations and maintenance activities without incurring deficits.

RESOLUTION NO. 2024/2025-17

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
FELLSMERE WATER CONTROL DISTRICT APPROVING A
PROPOSED FINAL BUDGET FOR FISCAL YEAR 2025/2026 AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Board of Supervisors ("Board") of the Fellsmere Water Control District ("District") is required by Chapter 298, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, a Proposed Final Budget including the Proposed Assessments for Fiscal Year 2025/2026 has been prepared and considered by the Board.

WHEREAS, a Public Hearing was conducted on September 8, 2025 at 5:30pm at 22 South Orange Street, Fellsmere, Florida 32948, for the purpose of receiving public comments on the Proposed Fiscal Year 2025/2026 Budget and Assessments.

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

Section 1. The Proposed Final Budget including the Proposed Assessments for Fiscal Year 2025/2026 attached hereto as Exhibit "A" is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. The 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 ____ day of _____, 2025.

ATTEST:

**FELLSMERE WATER
CONTROL DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
President/Vice-President

Acct. Code	REVENUES	FISCAL YEAR 2024/2026 AMENDED BUDGET	FISCAL YEAR 2025/2026 DRAFT BUDGET	NOTES
3100	Tax Revenue	713,055	758,886	Excludes State Park
3600	Revenue Other	12,500	64,000	Permits & private pay for Conversion Consultant
3101	Direct Bill	56,139	61,024	
3101	Tax Collector Fee (adjustment to income)	(14,261)	(14,319)	Two Percent Of Total Assessment Roll
3102	Discounts Early Pay (adjustment to income)	(28,522)	(28,637)	Four Percent Of Total Assessment Roll
3600	SJRWMD Penalty Payment	-	10,300	
3200	Interest	3,600	12,000	
3900	Reserves for Operation	52,818	100,000	To provide test Contractor Service
	TOTAL REVENUES	796,328	963,264	
	ADMINISTRATIVE EXPENDITURES (all Units)			
2951	Contingency	-	-	
5002	Website Management	9,000	1,380	Firewall/UTS (website - 27/28 next payment)
5003	Miscellaneous	2,500	1,000	Adjust to actual averages
5013	Legal and Professional	50,000	30,000	reduce trend as issues resolved
5014	Insurance - Admin	18,000	17,500	
5015	Engineering	50,000	14,000	Permit reviews
5016	Audit Fees	12,400	12,400	Per Contract
5017	Management Fees	2,000	-	This budget line item no longer required
5018	Bank Service Charge	1,000	720	Money Market Fee
5019	Conversion Consultant	-	50,000	Analysis of District Organization - private pay
5037	Transportation	2,500	3,600	Adjust to actual averages
5053	Property Appraiser Fees	1,800	1,800	
5092	Assessment Roll	-	-	This budget line item no longer required
5074	Property Taxes	950	965	Solid Waste Fee/ Property Taxes
5076	Licenses/Permits	600	175	FDEP
5077	Memberships	2,000	2,000	FASD fee
5078	Legal Advertising	1,800	1,200	LO, Annual Mtg, Other mtgs. & RfPs
5079	Postage	4,500	2,400	Adjust to actual averages + Annula LO letter
5082	Maintenance Buildings & Grounds	17,500	5,700	LA, Pest, Security, A/C + Deferred maint. at Office/Shop
5083	Utilities	4,000	3,400	Adjust to actual averages
5086	Telephone	4,500	2,300	Adjust to actual averages
5090	Office Supplies	2,000	2,000	
5091	Payroll Processing Fee	1,400	624	Reduce for actual contract
5111	Labor	100,000	104,000	
5121	Payroll Taxes	7,500	7,977	
5122	State Retirement	37,520	39,021	
5123	Workers Comp	5,000	2,100	
5124	Group Med/Life Insurance	36,727	28,632	Employee and Spouse
	TOTAL ADMINISTRATIVE EXPENDITURES	376,197	334,894	

Acct. Code		FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 DRAFT BUDGET	NOTES
	<u>MAINTENANCE EXPENDITURES</u>			
	<u>Contract Services</u>			
4002	Canal Aerial Spraying	0	40,000	One spray per year (all of U, Park and Main)
4003	Contract/Mechanical Lease	223	93,000	Machine Lease - Exps 1/31/27
4004	Sublateral Spraying	0	95,000	Two sprays per year (includes area south of 77th)
4005	Water Testing	2,200	2,500	
4006	Sublateral Mowing	21,000	102,000	2 cycles at 3 passes per cycle (includes area south 77th)
4007	Canal Mowing	0	40,000	1 cycle at 4 passes per cycle (Park, U and Main)
4010	Sublateral Tree Maintenance	35,000	35,000	Tree removal (all of East Unit)
4011	Canal Tree Maintenance	0	25,000	Park Lateral Maintenance path bush-hog
4050	Contract Sublateral Maintenance	0	100,000	Test Contractor Utilization
	<u>Contract Services Subtotal</u>	58,423	532,500	
	<u>Ditch Maintenance - Unit East (less Direct)</u>			
4131	Equipment R & M	7,000	7,000	Adjust to actual averages
4132	Supplies/Services	2,500	2,500	
4133	Gas & Oil - Maint.	7,000	7,000	3 fuel drops at \$2333 per drop
4136	Insurance - Maint.	600	600	Fuel Tank Insurance
4137	Transportation - Maint.	3,700	1,800	Operator Rembursement
	<u>Ditch Maintenance Subtotal</u>	20,800	18,900	
	<u>Maintenance Personnel - Unit East (less Direct)</u>			
4101	Contract Labor	0	76,960	\$37/hour until machine lease expires
4111	Labor/Equipment Operations	58,560	0	
4121	Payroll Taxes - Maint.	5,000	0	
4122	State Retirement - Maint.	17,000	0	
4123	Workers Comp - Maint.	4,000	0	
4124	Group Med/Life Insurance - Maint.	19,800	0	
	<u>Ditch Maintenance-Personnel Subtotal</u>	104,360	76,960	
	<u>Canal Maintenance-Special Projects</u>			
4060	4040 Main Canal Project	81,102	0	
4061	4040 Park Lateral Project	84,437	0	
4062	4040 Lateral U Project	71,009	0	
	<u>Canal Maintenance-Special Projects Subtotal</u>	236,548	0	
	TOTAL MAINTENANCE EXPENDITURES	420,131	628,360	
	TOTAL EXPENDITURES	795,328	963,254	
	EXCESS/ (SHORTFALL)	0	0	

FY2025/2026 Proposed Assessment

	Expenses	Fees & Discounts	Assessment	Other Rev Delta
West	\$ 104,739.02	\$ 6,284.11	10.23	\$ -
East	\$ 382,379.11	\$ 22,941.91	40.43	\$ -
South	\$ 228,838.21	\$ 13,729.79	40.43	\$ -
Direct Bill	\$ 61,023.52		38.14	\$ (26.26)
State Park	\$ -	\$ -	#DIV/0!	

\$ 776,979.86 \$ 42,955.80 \$ 715,956.34 East Assess less early & discount
 \$ 42,955.80 ck cell E70+E69
 \$ 337,393.60 \$ 625,860.00 water test moved to admin

	Admin	Maint	TOTAL	
Expenses	\$ 337,393.60	\$ 625,860.00	\$ 963,253.60	water test moved to admin
Reserves for Operation	\$ -	\$ 100,000.00	\$ 100,000.00	earmark maint. To code 4050
SJRWMD Penalty Payment	\$ 3,580.99	\$ 6,719.01	\$ 10,300.00	split from below
Interest	\$ 4,172.03	\$ 7,827.97	\$ 12,000.00	split from below
Other Fees (permits)	\$ 4,867.37	\$ 9,132.63	\$ 14,000.00	split from below
Other Fees (private pay)	\$ 50,000.00	\$ -	\$ 50,000.00	earmark amdin. To code 5019
Non-Assessment Subtotal	\$ 62,620.39	\$ 123,679.61	\$ 186,300.00	non-ass rev
Direct Bill	\$ 15,435.07	\$ 45,588.45	\$ 61,023.52	direct bill
Expenses less other payments	\$ 259,338.14	\$ 456,591.94	\$ 715,930.08	assessment - EARLY - DISCOUNT
Early Payments (4%)	\$ 10,373.53	\$ 18,263.68	\$ 28,637.20	early
Collections Fees (2%)	\$ 5,186.76	\$ 9,131.84	\$ 14,318.60	discount
TOTAL ASSESSMENT	\$ 274,898.43	\$ 483,987.46	\$ 758,885.88	TOTAL ASSESSMENT
Total Revenue	\$ 415,574.28	\$ 776,935.12	\$ 1,006,209.40	Total Revenue plus early and discounts
			\$ 42,955.80	Early + Discount
			\$ 963,253.60	Net Revenue

Non-assessment revenue
 Non-assessment revenue
 Non-assessment revenue
 Non-assessment revenue
 Non-assessment revenue

Dir bill Revenue
 Assessment revenue
 Assessment revenue
 Assessment revenue

DISCOUNTS

- * Assessments Include the Following :
- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

*Other Revenue Allocation based on total obligation - built into equations in rows 21-24

			CHANGE EACH YEAR WITH BUDGET PREPARATION	
Admin	\$ 334,893.60	34.8%	\$ 14,000	Private Pay Conversion Consultant permit fees
Maint	\$ 628,360.00	65.2%	\$ -	
		100.0%	\$ 64,000	TOTAL

RESOLUTION 2024/2025-18

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
FELLSMERE WATER CONTROL DISTRICT LEVYING NON-AD
VALOREM ASSESSMENTS FOR THE FELLSMERE WATER
CONTROL DISTRICT FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026.**

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, being situated entirely within Indian River County, Florida; and

WHEREAS, within the District certain costs of administration, operation, repairs and maintenance are being incurred; and

WHEREAS, the Board of Supervisors ("Board") finds that the total General Fund Operations Assessments for the District during Fiscal Year 2025/2026 will amount to \$963,254 and

WHEREAS, the Board finds that the costs of administration, operation, repairs and maintenance provide special and peculiar benefit to parcels within the District; and

WHEREAS, the Board finds that the assessments on the affected parcels of property to pay for the special and peculiar benefits is fairly and reasonably apportioned, in proportion to the benefits received;

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

SECTION 1. There is hereby levied for the fiscal year of 2025-2026, a Non-Ad Valorem Assessment of the rate of \$10.23 per acre against all land in the Fellsmere Water Control District located westerly of Lateral U and County Road 512 and a Non Ad Valorem Assessment of the rate of \$40.43 per acre on all lands located easterly of Lateral U in order to maintain and preserve the ditches, drains and drainage works of this District and to repair and restore the same whenever needed, as well as, for the purpose of defraying the current expenses of this District. The said Non-Ad Valorem shall be equal and uniform in amount upon each acre of land assessed separately westerly of Lateral U/ County Road 512 and separately east of Lateral U/County Road 512 and the minimum Non-Ad Valorem Assessment shall be not less than a one-acre rate established. The minimum Non-Ad Valorem assessment shall apply to any one parcel separately assessed.

SECTION 2. The collection and enforcement of the aforesaid assessments on parcels shall be by the Tax Collector serving as agent of the State of Florida in Indian River County (Tax Collector) and shall be at the same time and in like manner as ad valorem taxes and subject to all ad valorem tax collection and enforcement procedures which attend the use of the official annual tax notice under Section 290.021 Florida Statutes.

SECTION 3. The said assessment levies on assessable lands within the District to be levied upon, are hereby certified to the Indian River County Property Appraiser, to be extended on the Indian River County Tax Roll and shall be collected by the Tax Collector in the same manner and time as Indian River County taxes. The proceeds therefrom shall be paid to the District.

SECTION 4. Be it further resolved, a copy of this Resolution shall be transmitted to the proper officials so that its purpose and effect may be carried out in accordance with the law.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

FELLSMERE WATER CONTROL DISTRICT

Secretary/Assistant Secretary

President/Vice-President

FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
September 8, 2025, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

Agenda Item No. K.1: Continuing Engineering Contracts

Background: At the May 2025 Board of Supervisor meeting, the Board assigned the District Manager to also serve as District Engineer and selected three firms who responded to the Request for Proposals (RFP) for Continuing Engineering Services to assist the District Manager/Engineer in performance of his duties. The new regime will become effective upon completion of contracting with the three selected firms.

This item presents the proposed contract for the three Continuing Engineering firms. All tasks will be authorized by task orders with specific cost, deliverables and schedule. These firms will assist the district in complex or time consuming duties that the District Manager/Engineer would not be able to perform. Such duties would be review of development permits, development of capital and major maintenance project plans, and modeling of the district system in support of planning initiatives, to name a few. The District Manager/Engineer would perform all standard permit reviews and inspections, all capital and major project inspections, and annual Engineer's Report, among other tasks.

Request: The Board of Supervisors is requested to approve the contract for use with each firm.

AGREEMENT FOR GENERAL ENGINEERING SERVICES

THIS AGREEMENT is made by and between the FELLSMERE WATER CONTROL DISTRICT, a local special purpose governmental entity created pursuant to Chapter 298, Florida Statutes (hereinafter referred to as "District"), with offices located at 109 N. Willow Street, Fellsmere, FL 32948 and BOWMAN CONSULTING GROUP, LTD., a Florida corporation, located at 4450 W. Eau Gallie Blvd., Suite 144, Melbourne, FL 32934 (hereinafter referred to as "Consultant"), this _____ day of _____, 2025.

RECITALS

WHEREAS, Consultant timely submitted a proposal in response to the District's Request for Proposals for General Engineering Services; and

WHEREAS, the District has determined that Consultant is qualified to perform the General Engineering Services and has been selected by the District in accordance with § 287.055, Florida Statutes, the Florida Consultant's Competitive Negotiation Acts ("CCNA"); and

WHEREAS, the District desires to enter into a continuing contract with Consultant to provide General Engineering Services on an as-needed basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1 **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2 **Scope of Services.**

a. **Services.** The Consultant shall provide general engineering services to the District including the following services ("Services") on an as-needed basis:

- i. Surveying & Mapping Services,
- ii. Capital Improvement Planning,
- iii. Operating & Maintenance Improvement Projects,
- iv. Budgetary & Process/Operating Cost Analysis,
- v. General Plant-Related Engineering Services,
- vi. Review of Facility Performance,
- vii. Permitting & Regulatory Assistance,
- viii. Development Review, and
- ix. Construction Inspection & Engineering.

b. **Work Order Authorization.** Consultant shall not begin any work unless authorized in writing by the District through a work order. Each work order will briefly describe the scope of work, schedule, and compensation. Work orders must be approved by the District Manager. No payment shall be made for work performed without an approved work order. Each work order

issued pursuant to this Agreement shall incorporate the terms and conditions of this Agreement by reference and shall be deemed a part hereof.

c. **Use of Subconsultants.** The Consultant may engage subconsultants to perform portions of the Services, provided that such subconsultants possess the qualifications and expertise necessary to perform the assigned tasks. The Consultant shall remain fully responsible for the work performed by any subconsultants and shall ensure that all such work complies with the terms of this Agreement. Any additional consultants or professionals required to perform services outside the Services must be directly engaged by the District. The Consultant shall promptly notify the District if it identifies additional required services that are outside the Services, and the District shall have sole discretion to determine whether and how to proceed with engaging consultants for such services

3 **Compensation.** It is understood and agreed that the payment of compensation for services under this contract shall be expressly stipulated in each Work Authorization. One of the following methods shall be utilized as determined by the District in its sole discretion:

a. **Lump Sum Amount.** District and Consultant shall mutually agree to a lump sum amount for the services to be rendered payable in proportion to the work accomplished.

b. **Hourly Personnel Rates.** For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of hourly compensation rates, compensation shall be based on the hourly rates described in Exhibit A.

4 **Term.** The term of this Agreement shall be for three (3) years from the Effective Date, with the option to renew for three (3) additional one-year terms. The District Manager is hereby authorized to exercise the renewal options on behalf of the District.

5 **Termination for Convenience.** The District shall have the right to terminate this Agreement for any reason with thirty (30) days written notice to the Consultant. Upon receipt of such notice, the Consultant shall immediately cease performance of all services or obligations under this Agreement, except as otherwise directed by the District. In the event of termination under this clause, the District shall compensate the Consultant for all work performed and expenses incurred up to the effective date of termination, provided that such work and expenses are documented and reasonably necessary.

6 **Termination for Cause.** The District reserves the right to terminate this contract, in part or in whole, in the event the Consultant fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the Consultant must cure any such failure to perform or default. If the Consultant fails to cure the default within the time specified, the District may then terminate the subject contract by providing written notice to the Consultant.

7 **Insurance.** The Consultant shall maintain the following insurance coverage during the term of this Agreement. insurance written by a carrier licensed to do business in Florida. The insurance company selected shall be rated A+ VII or better, per the Best's Key Rating Guide. The insurance must remain in force during the term of this Agreement and for a period of five (5) years thereafter, to cover any occurrence relating to, resulting from, or arising out of the Consultant's Services under this Agreement. The Consultant shall provide to the District a Certificate of Insurance

("COF") naming the District as "Additional Insured" within seven (7) days of execution of this Agreement. Consultant shall provide 30 days written notification to the District of Consultant's intent to modify, terminate or cancel any stipulated insurance, deleting out the "will endeavor to" clause.

- a. **Workers' Compensation for Employer's Liability Insurance.** Coverage for Workers' Compensation insurance shall be as required by law. Statutory requirements for Workers' Compensation and employer's liability of \$100,000 each accident; \$500,000 disease policy limit; and \$100,000 per occurrence.
- b. **Business Automobile Insurance.** This coverage should include owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000 per occurrence and personal injury coverage of \$100,000.
- c. **General Liability Insurance.** Commercial general liability coverage, including contractual liability and independent contractor, with a minimum combined single limit of \$1,000,000 per occurrence with a minimum of \$2,000,000 aggregate coverage.
- d. **Professional Liability.** Professional liability insurance at a minimum limit of \$1,000,000, including errors and omissions for any design work.

8 **Indemnification.** The Consultant shall indemnify and save the District harmless from any and all actions, claims, damages, payments, and judgments relating to or arising out of personal injuries or errors, omissions, negligence or willful misconduct in the performance of professional services by the Consultant, his agents, or employees. The obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing in this section shall be deemed a waiver of the District's rights to sovereign immunity under F.S. § 768.28.

9 **Applicable Law.** This Agreement shall be construed in accordance with the District's Enabling Act and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Indian River County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

10 **Independent Contractor.** The Consultant shall perform all services under this Agreement as an independent contractor and not as an employee, agent, partner, or joint venturer of the District. The Consultant has sole discretion over the manner and means of performing the services and is solely responsible for all taxes, withholdings, and statutory obligations, as well as maintaining necessary insurance coverage. The Consultant is not entitled to any District employee benefits and has no authority to bind the District without written consent. The Consultant shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Agreement.

11 **Individual Liability Disclaimer.** PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE. (This previous sentence is in large capital font as required by Florida Statutes).

12 **Miscellaneous.**

a. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

b. *Effective Date.* The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

c. *Assignment.* Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

d. *Severability.* If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties.

e. *Incorporation by Reference.* The District RFP for General Consulting Services and Consultant's response thereto are a part of this Agreement and are hereby incorporated by reference, as though fully set forth herein.

f. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. In the event of any conflict between this Agreement, and any attachments, exhibits, or other incorporated documents, the terms of this Agreement shall control unless expressly stated otherwise.

g. *Attorney's fees.* In the event of any dispute, claim, or legal action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and expenses incurred in enforcing or defending its rights under this Agreement.

h. *Non-appropriation.* If the term of this Agreement extends beyond a single fiscal year of the District, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the District. If such funds are not appropriated in any fiscal year, the District may terminate this Agreement without penalty by providing written notice.

i. *E-Verify.* In accordance with Section 448.095, Florida Statutes, the Consultant shall register with and use the E-Verify system, as defined in Section 448.095, Florida Statutes, to verify the work authorization status of all newly hired employees during the term of this Agreement. The Consultant shall also require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Consultant shall maintain records of such compliance and provide evidence of such verification upon request by the District. Failure to comply with this provision may result in the immediate termination of this Agreement.

j. *Non-Scrutinized Companies.* In accordance with Section 287.135, Florida Statutes, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in a boycott of Israel. The Consultant agrees that it will not engage in such activities during the term of this Agreement. The District may terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification or is placed on any of the above-referenced lists during the term of the Agreement.

k. **Public records.** Consultant shall comply with public records laws, specifically to:

i. Keep and maintain public records required by the District to perform the service.

- ii. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the District.
- iv. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of the Consultant or keep and maintain public records required by the District to perform the service. If the Consultant transfers all public records to the District upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- v. If the Consultant does not comply with this section, the District shall enforce the Agreement provisions in accordance with the Agreement and may unilaterally cancel this Agreement in accordance with state law.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS VIA MAIL AT 109 N. WILLOW STREET, FELLSMERE, FL 32948; VIA PHONE AT (772) 571-0640; OR VIA EMAIL AT MMATHES@FELLSMEREWATERCONTROLDISTRICT.ORG.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the appropriate officials, as of the date first entered above.

**FELLSMERE WATER CONTROL
DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

BOWMAN CONSULTING GROUP, LTD

By: _____

Name: _____

Title: _____

Date: _____

Anti-Human Trafficking Affidavit

Bowman Consulting Group, Ltd. does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, the undersigned, on behalf of Bowman Consulting Group, Ltd., hereby declares that they have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signed: _____

Print name: _____

Title: _____

Date: _____

Exhibit A: Fee Schedule

BOWMAN CONSULTING GROUP LTD.**SCHEDULE B - HOURLY RATE**

January 2025

CLASSIFICATION**HOURLY RATES**

Senior Principal	\$345.00/HR		
Principal	\$320.00/HR		
Department Executive	\$270.00/HR		
Senior Project Manager	\$245.00/HR		
Project Manager	\$210.00/HR		
Project Coordinator	\$120.00/HR		
Senior Surveyor	\$245.00/HR		
Engineer I II III	\$135.00/HR	\$145.00/HR	\$165.00/HR
Planner I II III	\$130.00/HR	\$140.00/HR	\$180.00/HR
Designer I II III	\$130.00/HR	\$140.00/HR	\$150.00/HR
CADD Drafter I II III	\$ 95.00/HR	\$120.00/HR	\$130.00/HR
Construction Inspector	\$120.00/HR		
Landscape Architect I II III	\$130.00/HR	\$145.00/HR	\$185.00/HR
GIS Developer I II III	\$130.00/HR	\$170.00/HR	\$205.00/HR
Senior Environmental Scientist	\$200.00/HR		
Environmental Scientist I II III	\$125.00/HR	\$155.00/HR	\$185.00/HR
Right of Way Specialist I II III	\$100.00/HR	\$120.00/HR	\$145.00/HR
Survey Technician I II III	\$110.00/HR	\$130.00/HR	\$150.00/HR
Project Surveyor	\$190.00/HR		
Survey Field Crew – 1 Man	\$155.00/HR		
Survey Field Crew – 2 Man	\$195.00/HR		
Survey Field Crew – 3 Man	\$250.00/HR		
3D Scanning Crew	\$285.00/HR		
Survey Field Technician	\$100.00/HR		
3D/UAV Modeling Technician	\$180.00/HR		
UAV Operation	\$320.00/HR		
SUE Field Crew - 1 Man	\$155.00/HR		
SUE Field Crew - 2 Man	\$200.00/HR		
SUE Field Crew - 3 Man	\$260.00/HR		
SUE Field Crew - 4 Man	\$295.00/HR		
SUE Utility Coordinator	\$200.00/HR		
SUE Technician I II III	\$120.00/HR	\$135.00/HR	\$160.00/HR
Machine Control Technician	\$270.00/HR		
Administrative Professional	\$100.00/HR		
Remote Sensing Technician I II III	\$110.00/HR	\$130.00/HR	\$150.00/HR

Initials: Bowman

/ Client

Table 1812018 - DEFAULT 2025 Florida/Georgia

AGREEMENT FOR GENERAL ENGINEERING SERVICES

THIS AGREEMENT is made by and between the FELLSMERE WATER CONTROL DISTRICT, a local special purpose governmental entity created pursuant to Chapter 298, Florida Statutes (hereinafter referred to as "District"), with offices located at 109 N. Willow Street, Fellsmere, FL 32948 and ROYAL CONSULTING SERVICES, INC., a Florida corporation, located at 2308 South Parrott Avenue, Okeechobee, FL 34974 (hereinafter referred to as "Consultant"), this ____ day of _____, 2025.

RECITALS

WHEREAS, Consultant timely submitted a proposal in response to the District's Request for Proposals for General Engineering Services; and

WHEREAS, the District has determined that Consultant is qualified to perform the General Engineering Services and has been selected by the District in accordance with § 287.055, Florida Statutes, the Florida Consultant's Competitive Negotiation Acts ("CCNA"); and

WHEREAS, the District desires to enter into a continuing contract with Consultant to provide General Engineering Services on an as-needed basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1 **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2 **Scope of Services.**

a. **Services.** The Consultant shall provide general engineering services to the District including the following services ("Services") on an as-needed basis:

- i. Surveying & Mapping Services,
- ii. Capital Improvement Planning,
- iii. Operating & Maintenance Improvement Projects,
- iv. Budgetary & Process/Operating Cost Analysis,
- v. General Plant-Related Engineering Services,
- vi. Review of Facility Performance,
- vii. Permitting & Regulatory Assistance,
- viii. Development Review, and
- ix. Construction Inspection & Engineering.

b. **Work Order Authorization.** Consultant shall not begin any work unless authorized in writing by the District through a work order. Each work order will briefly describe the scope of work, schedule, and compensation. Work orders must be approved by the District Manager. No payment shall be made for work performed without an approved work order. Each work order

issued pursuant to this Agreement shall incorporate the terms and conditions of this Agreement by reference and shall be deemed a part hereof.

c. **Use of Subconsultants.** The Consultant may engage subconsultants to perform portions of the Services, provided that such subconsultants possess the qualifications and expertise necessary to perform the assigned tasks. The Consultant shall remain fully responsible for the work performed by any subconsultants and shall ensure that all such work complies with the terms of this Agreement. Any additional consultants or professionals required to perform services outside the Services must be directly engaged by the District. The Consultant shall promptly notify the District if it identifies additional required services that are outside the Services, and the District shall have sole discretion to determine whether and how to proceed with engaging consultants for such services

3 **Compensation.** It is understood and agreed that the payment of compensation for services under this contract shall be expressly stipulated in each Work Authorization. One of the following methods shall be utilized as determined by the District in its sole discretion:

a. **Lump Sum Amount.** District and Consultant shall mutually agree to a lump sum amount for the services to be rendered payable in proportion to the work accomplished.

b. **Hourly Personnel Rates.** For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of hourly compensation rates, compensation shall be based on the hourly rates described in Exhibit A.

4 **Term.** The term of this Agreement shall be for three (3) years from the Effective Date, with the option to renew for three (3) additional one-year terms. The District Manager is hereby authorized to exercise the renewal options on behalf of the District.

5 **Termination for Convenience.** The District shall have the right to terminate this Agreement for any reason with thirty (30) days written notice to the Consultant. Upon receipt of such notice, the Consultant shall immediately cease performance of all services or obligations under this Agreement, except as otherwise directed by the District. In the event of termination under this clause, the District shall compensate the Consultant for all work performed and expenses incurred up to the effective date of termination, provided that such work and expenses are documented and reasonably necessary.

6 **Termination for Cause.** The District reserves the right to terminate this contract, in part or in whole, in the event the Consultant fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the Consultant must cure any such failure to perform or default. If the Consultant fails to cure the default within the time specified, the District may then terminate the subject contract by providing written notice to the Consultant.

7 **Insurance.** The Consultant shall maintain the following insurance coverage during the term of this Agreement. insurance written by a carrier licensed to do business in Florida. The insurance company selected shall be rated A+ VII or better, per the Best's Key Rating Guide. The insurance must remain in force during the term of this Agreement and for a period of five (5) years thereafter, to cover any occurrence relating to, resulting from, or arising out of the Consultant's Services under this Agreement. The Consultant shall provide to the District a Certificate of Insurance

("COI") naming the District as "Additional Insured" within seven (7) days of execution of this Agreement. Consultant shall provide 30 days written notification to the District of Consultant's intent to modify, terminate or cancel any stipulated insurance, deleting out the "will endeavor to" clause.

- a. **Workers' Compensation for Employer's Liability Insurance.** Coverage for Workers' Compensation insurance shall be as required by law. Statutory requirements for Workers' Compensation and employer's liability of \$100,000 each accident; \$500,000 disease policy limit; and \$100,000 per occurrence.
- b. **Business Automobile Insurance.** This coverage should include owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000 per occurrence and personal injury coverage of \$100,000.
- c. **General Liability Insurance.** Commercial general liability coverage, including contractual liability and independent contractor, with a minimum combined single limit of \$1,000,000 per occurrence with a minimum of \$2,000,000 aggregate coverage.
- d. **Professional Liability.** Professional liability insurance at a minimum limit of \$1,000,000, including errors and omissions for any design work.

8 **Indemnification.** The Consultant shall indemnify and save the District harmless from any and all actions, claims, damages, payments, and judgments relating to or arising out of personal injuries or errors, omissions, negligence or willful misconduct in the performance of professional services by the Consultant, his agents, or employees. The obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing in this section shall be deemed a waiver of the District's rights to sovereign immunity under F.S. § 768.28.

9 **Applicable Law.** This Agreement shall be construed in accordance with the District's Enabling Act and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Indian River County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

10 **Independent Contractor.** The Consultant shall perform all services under this Agreement as an independent contractor and not as an employee, agent, partner, or joint venturer of the District. The Consultant has sole discretion over the manner and means of performing the services and is solely responsible for all taxes, withholdings, and statutory obligations, as well as maintaining necessary insurance coverage. The Consultant is not entitled to any District employee benefits and has no authority to bind the District without written consent. The Consultant shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Agreement.

11 **Individual Liability Disclaimer.** PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE. (This previous sentence is in large capital font as required by Florida Statutes).

12 **Miscellaneous.**

a. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

b. *Effective Date.* The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

c. *Assignment.* Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

d. *Severability.* If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties.

e. *Incorporation by Reference.* The District RFP for General Consulting Services and Consultant's response thereto are a part of this Agreement and are hereby incorporated by reference, as though fully set forth herein.

f. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. In the event of any conflict between this Agreement, and any attachments, exhibits, or other incorporated documents, the terms of this Agreement shall control unless expressly stated otherwise.

g. *Attorney's fees.* In the event of any dispute, claim, or legal action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and expenses incurred in enforcing or defending its rights under this Agreement.

h. *Non-appropriation.* If the term of this Agreement extends beyond a single fiscal year of the District, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the District. If such funds are not appropriated in any fiscal year, the District may terminate this Agreement without penalty by providing written notice.

i. *E-Verify.* In accordance with Section 448.095, Florida Statutes, the Consultant shall register with and use the E-Verify system, as defined in Section 448.095, Florida Statutes, to verify the work authorization status of all newly hired employees during the term of this Agreement. The Consultant shall also require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Consultant shall maintain records of such compliance and provide evidence of such verification upon request by the District. Failure to comply with this provision may result in the immediate termination of this Agreement.

j. *Non-Scrutinized Companies.* In accordance with Section 287.135, Florida Statutes, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in a boycott of Israel. The Consultant agrees that it will not engage in such activities during the term of this Agreement. The District may terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification or is placed on any of the above-referenced lists during the term of the Agreement.

k. **Public records.** Consultant shall comply with public records laws, specifically to:

i. Keep and maintain public records required by the District to perform the service.

- ii. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the District.
- iv. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of the Consultant or keep and maintain public records required by the District to perform the service. If the Consultant transfers all public records to the District upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- v. If the Consultant does not comply with this section, the District shall enforce the Agreement provisions in accordance with the Agreement and may unilaterally cancel this Agreement in accordance with state law.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS VIA MAIL AT 109 N. WILLOW STREET, FELLSMERE, FL 32948; VIA PHONE AT (772) 571-0640; OR VIA EMAIL AT MMATHES@FELLSMEREWATERCONTROLDISTRICT.ORG.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the appropriate officials, as of the date first entered above.

**FELLSMERE WATER CONTROL
DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

ROYAL CONSULTING SERVICES, INC.

By: Brian L. Roy

Name: BRIAN L. ROY

Title: PRESIDENT

Date: 8/28/2025

Anti-Human Trafficking Affidavit

Royal Consulting Services, Inc. does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, the undersigned, on behalf of Royal Consulting Services, Inc. hereby declares that they have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signed: Brian L. Roy

Print name: BRIAN L. ROY

Title: PRESIDENT

Date: 8/28/2025

Exhibit A: Fee Schedule



Royal Consulting Services, Inc.

SCHEDULE OF HOURLY BILLING RATES October 1, 2024 – September 30, 2025

<u>CATEGORIES</u>	<u>MAXIMUM HOURLY RATES ^</u>
<u>PROFESSIONAL SERVICES:</u>	
OFFICER	\$ 285.00
ASSOCIATE	\$ 260.00
PRINCIPAL	\$ 230.00
SENIOR PROFESSIONAL	\$ 210.00
PROFESSIONAL IV	\$ 190.00
PROFESSIONAL III, SENIOR SCIENTIST	\$ 175.00
PROFESSIONAL II	\$ 160.00
PROFESSIONAL I	\$ 130.00
PROFESSIONAL 0 (Intern)	\$ 110.00
<u>TECHNICAL SUPPORT SERVICES</u>	
SENIOR TECHNICAL SUPPORT	\$ 170.00
STAFF TECHNICAL SUPPORT II	\$ 140.00
STAFF TECHNICAL SUPPORT I	\$ 115.00
<u>FIELD SERVICES</u>	
SENIOR FIELD TECHNICIAN	\$ 140.00
FIELD TECHNICIAN II	\$ 120.00
FIELD TECHNICIAN I	\$ 100.00
<u>PROJECT SUPPORT SERVICES</u>	
SENIOR ADMINISTRATION	\$ 120.00
ADMINISTRATION	\$ 90.00

^ Litigation/Expert Testimony, Depositions, or Trial Testimony surcharge at additional 50%

AGREEMENT FOR GENERAL ENGINEERING SERVICES

THIS AGREEMENT is made by and between the FELLSMERE WATER CONTROL DISTRICT, a local special purpose governmental entity created pursuant to Chapter 298, Florida Statutes (hereinafter referred to as "District"), with offices located at 109 N. Willow Street, Fellsmere, FL 32948 and CULPEPPER & TERPENING, INC., a Florida corporation, located at 2980 South 25th Street, Fort Pierce, FL 34981 (hereinafter referred to as "Consultant"), this ____ day of _____, 2025.

RECITALS

WHEREAS, Consultant timely submitted a proposal in response to the District's Request for Proposals for General Engineering Services; and

WHEREAS, the District has determined that Consultant is qualified to perform the General Engineering Services and has been selected by the District in accordance with § 287.055, Florida Statutes, the Florida Consultant's Competitive Negotiation Acts ("CCNA"); and

WHEREAS, the District desires to enter into a continuing contract with Consultant to provide General Engineering Services on an as-needed basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1 **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2 **Scope of Services.**

a. **Services.** The Consultant shall provide general engineering services to the District including the following services ("Services") on an as-needed basis:

- i. Surveying & Mapping Services,
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b. **Work Order Authorization.** Consultant shall not begin any work unless authorized in writing by the District through a work order. Each work order will briefly describe the scope of work, schedule, and compensation. Work orders must be approved by the District Manager. No payment shall be made for work performed without an approved work order. Each work order

issued pursuant to this Agreement shall incorporate the terms and conditions of this Agreement by reference and shall be deemed a part hereof.

c. **Use of Subconsultants.** The Consultant may engage subconsultants to perform portions of the Services, provided that such subconsultants possess the qualifications and expertise necessary to perform the assigned tasks. The Consultant shall remain fully responsible for the work performed by any subconsultants and shall ensure that all such work complies with the terms of this Agreement. Any additional consultants or professionals required to perform services outside the Services must be directly engaged by the District. The Consultant shall promptly notify the District if it identifies additional required services that are outside the Services, and the District shall have sole discretion to determine whether and how to proceed with engaging consultants for such services

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4 **Term.** The term of this Agreement shall be for three (3) years from the Effective Date, with the option to renew for three (3) additional one-year terms. The District Manager is hereby authorized to exercise the renewal options on behalf of the District.

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7 **Insurance.** The Consultant shall maintain the following insurance coverage during the term of this Agreement. insurance written by a carrier licensed to do business in Florida. The insurance company selected shall be rated A+ VII or better, per the Best's Key Rating Guide. The insurance must remain in force during the term of this Agreement and for a period of five (5) years thereafter, to cover any occurrence relating to, resulting from, or arising out of the Consultant's Services under this Agreement. The Consultant shall provide to the District a Certificate of Insurance

("COR") naming the District as "Additional Insured" within seven (7) days of execution of this Agreement. Consultant shall provide 30 days written notification to the District of Consultant's intent to modify, terminate or cancel any stipulated insurance, deleting out the "will endeavor to" clause.

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- b. **Business Automobile Insurance.** This coverage should include owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000 per occurrence and personal injury coverage of \$100,000.
- c. **General Liability Insurance.** Commercial general liability coverage, including contractual liability and independent contractor, with a minimum combined single limit of \$1,000,000 per occurrence with a minimum of \$2,000,000 aggregate coverage.
- d. **Professional Liability.** Professional liability insurance at a minimum limit of \$1,000,000, including errors and omissions for any design work.

8 **Indemnification.** The Consultant shall indemnify and save the District harmless from any and all actions, claims, damages, payments, and judgments relating to or arising out of personal injuries or errors, omissions, negligence or willful misconduct in the performance of professional services by the Consultant, his agents, or employees. The obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing in this section shall be deemed a waiver of the District's rights to sovereign immunity under F.S. § 768.28.

9 **Applicable Law.** This Agreement shall be construed in accordance with the District's Enabling Act and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Indian River County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

10 **Independent Contractor.** The Consultant shall perform all services under this Agreement as an independent contractor and not as an employee, agent, partner, or joint venturer of the District. The Consultant has sole discretion over the manner and means of performing the services and is solely responsible for all taxes, withholdings, and statutory obligations, as well as maintaining necessary insurance coverage. The Consultant is not entitled to any District employee benefits and has no authority to bind the District without written consent. The Consultant shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Agreement.

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d. *Severability.* If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties.

e. *Incorporation by Reference.* The District RFP for General Consulting Services and Consultant's response thereto are a part of this Agreement and are hereby incorporated by reference, as though fully set forth herein.

f. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. In the event of any conflict between this Agreement, and any attachments, exhibits, or other incorporated documents, the terms of this Agreement shall control unless expressly stated otherwise.

g. *Attorney's fees.* In the event of any dispute, claim, or legal action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and expenses incurred in enforcing or defending its rights under this Agreement.

h. *Non-appropriation.* If the term of this Agreement extends beyond a single fiscal year of the District, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the District. If such funds are not appropriated in any fiscal year, the District may terminate this Agreement without penalty by providing written notice.

i. *E-Verify.* In accordance with Section 448.095, Florida Statutes, the Consultant shall register with and use the E-Verify system, as defined in Section 448.095, Florida Statutes, to verify the work authorization status of all newly hired employees during the term of this Agreement. The Consultant shall also require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Consultant shall maintain records of such compliance and provide evidence of such verification upon request by the District. Failure to comply with this provision may result in the immediate termination of this Agreement.

j. *Non-Scrutinized Companies.* In accordance with Section 287.135, Florida Statutes, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in a boycott of Israel. The Consultant agrees that it will not engage in such activities during the term of this Agreement. The District may terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification or is placed on any of the above-referenced lists during the term of the Agreement.

k. **Public records.** Consultant shall comply with public records laws, specifically to:

i. Keep and maintain public records required by the District to perform the service.

- ii. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the District.
- iv. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of the Consultant or keep and maintain public records required by the District to perform the service. If the Consultant transfers all public records to the District upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- v. If the Consultant does not comply with this section, the District shall enforce the Agreement provisions in accordance with the Agreement and may unilaterally cancel this Agreement in accordance with state law.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS VIA MAIL AT 109 N. WILLOW STREET, FELLSMERE, FL 32948; VIA PHONE AT (772) 571-0640; OR VIA EMAIL AT MMATHES@FELLSMEREWATERCONTROLDISTRICT.ORG.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the appropriate officials, as of the date first entered above.

**FELLSMERE WATER CONTROL
DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

CULPEPPER & TERPENING, INC.

By:  _____

Name: Stefan K. Matthes, PE

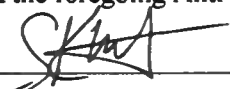
Title: Sr. Vice President

Date: 07/17/2025

Anti-human trafficking affidavit

Culpepper & Terpening, Inc. does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, the undersigned, on behalf of Culpepper & Terpening, Inc., hereby declares that they have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signed:  _____

Print name: Stefan K. Matthes, PE

Title: Sr. Vice President

Date: 07/17/2025

Exhibit A: Fee Schedule

Exhibit A: Fee Schedule

Title	Hourly Rate (\$)
Engineering and Planning Services	
Principal Engineer, PE	310.00
Sr. Project Manager, PE	280.00
Sr. Project Engineer, PE	270.00
Project Engineer, PE	235.00
Project Engineer, EI, II	190.00
Project Engineer, EI, I	160.00
Sr. Project Manager	240.00
Project Manager	210.00
Sr. Engineering Designer	170.00
Sr. Engineering Technician	165.00
Engineering/GIS Technician	145.00
Principal Planner	230.00
Survey Services	
Sr. Project Surveyor, PSM	230.00
Survey Project Manager	210.00
Drone Survey Crew	190.00
GPS Survey Crew	185.00
Survey Crew	180.00
Sr. Surveying Technician	140.00
Surveying Technician	130.00
SUE Designating Crew	210.00
Administrative Services	
Project Coordinator	130.00
Administrative Services	90.00
Outside Services and Application Fees	Cost +20%

FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
September 8, 2025, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

Agenda Item No. K.3: Review of City of Fellsmere Water Line Permit Conditions

Background: The Fellsmere Water Control District (FWCD) issued a permit to the City of Fellsmere for placement of a water line parallel and within the district right-of-way (ROW) along 97th Street. The FWCD waived the \$1,200/mile annual payment to the district in exchange for the City maintaining Ditch 14 as an in-kind service fee. Since approval in 1994, the City has failed to maintain the ditch. Total distance is 0.3 miles through 2007 and 1.3 miles since that time.

The City of Fellsmere developed plans to pave a portion of the 97th Street and construct a new rock/dirt road for the balance of the street including turning south at the district's East Boundary to tie into CR512. Unfortunately, the City has decided to forego this project at this time; so, no action on the permit is required. When the City chooses to return to this project, a permit will be required from the district and an interlocal agreement should be developed to memorialize maintenance responsibilities, especially along the East Boundary ditch/berm.

Since the project has been put on hold, a decision is required as to enforcement of the 1994 water line permit to maintain the ditch in lieu of payment of the linear use fee and whether the City owes the district for the past twenty years of payments since no maintenance has ever been done. The Board of Supervisors is requested to provide direction as to enforcement of the 1994 water line permit to maintain the ditch in lieu of payment of the linear use fee and whether the City owes the district for the past twenty years of payments since no maintenance has ever been done.

Recommendation: Options are provided below. Staff recommends Option #3 – having FWCD maintain sublaterals P-14 through contractor services and billing the City for such services.

1. Reinstate annual fee, reimburse FWCD for initial maintenance*, FWCD to maintain going forward. If payment had been required in lieu of City maintenance since original installation, the payments would have been as follows:

1994-2007	8 year	0.3 miles	\$2,880.00
2007-2025	18 years	1.3 miles	\$28,080.00
		TOTAL	\$30,960.00

*FWCD to use contract labor to clean sublaterals and invoice City for such work. If cost is for less than owed, balance will be forgiven. If costs are more, City to cover overage.

2. City to maintain ditch as in-kind service in lieu of annual payment with no annual ROW use payments. This option would require an Interlocal Agreement to ensure proper protection of the district and clear responsibilities of the City. If the City desired, contracting such work would require approximately 40 hours of machine/operator time at least once per five-year cycle and regular ditch top and bank mowing. The City would not be responsible for routine aquatic spraying.
3. FWCD to maintain ditch through contractor services and invoice City for costs plus 15%. No payment by City of back charges.

Request: Require payment at rate in effect during lack of maintenance and convert permit to annual payment going forward at new rate.

FELLSMERE WATER CONTROL DISTRICT

P.O. Box 438

FELLSMERE, FLORIDA 32948

(305) 571-0640

APPLICATION FORM

FELLSMERE WATER CONTROL DISTRICT

PERMIT FOR CONSTRUCTION IN DISTRICT RIGHTS OF WAY

DATE January 17, 1994

APPLICANT (Name) City of Fellsmere Water System
(Address) 13 South Cypress St P.O. Box 38
(Phone No.) (407) 571-1616

CONTRACTOR (Name) _____
(Address) _____
(Phone No.) _____

LOCATION OF WORK _____
Street Address
1450 thru 1454 Ditch 14 31/37
Tract No. Section Township/Range

TYPE PERMIT	TYPE UTILITY CONSTRUCTION
☐ Culvert	☒ Underground Water
☐ Fence	☐ Overhead
☐ Other	

- NOTE: 1. Detailed drawing shall be submitted with each application ☒ Yes ☐ No.
2. This permit is issued subject to all conditions on reverse side of this application.
3. A signature by the contractor shall be construed as making the contractor personally liable for all permit conditions unless contractor attaches written proof of authorization to act on behalf of the applicant.
4. Franchise fee of \$1200.00 per mile.

Renee Herrera
Applicant/Contractor

APPROVED: ☒ YES ☐ NO

1. The foregoing permit approved for installation of ~~water~~ pipe of the following size and type, to-wit: 16" Water Main
2. The foregoing permit approved for installation of a fence on District right-of-way, to-wit: _____

THIS PERMIT IS NOT VALID UNTIL COUNTER-SIGNED
BY THE SUPERINTENDENT OF DISTRICT

Counter Signed this 17th Day of January, 19 94

Robert J. Thomas
Superintendent, Fellsmere Water Control District

CITY OF FELLESMERE WATER PROJECT:

Michael Delaney, from Mastellor, Moler & Reed Engineering, gave a presentation of where the 16" water main would be located on the north R.O.W. of Sub-Lateral 14, from the water plant to Willow Street. Mr. Delaney stated that the reason for wanting to use the north side is that there is little or no r.o.w. left on the south side. Mr. Delaney advised he is aware of the large oaks and pines on the north r.o.w. of Sub-Lateral 14 and that the contractor took this into consideration when bidding the project. Mr. Delaney stated that the District gave conceptual approval for the project in a previous meeting and he wanted approval from the District to clear, remove the trees along the r.o.w. on Sub-lateral 14.

Mr. Carter again reiterated that the District should consider a annual lease agreement per year/per mile. After much discussion a motion, made, and seconded and unanimously carried to approve the 16" Main water line along the North r.o.w. of Sub-Lateral 14 and to clear and install the waterline with understanding that the District reserves the right to charge a lease agreement of \$1,200.00 per year /per mile. The Board, after discussion determined that since this one case only deals with 1/2 mile of r.o.w., that will take intensive clearing and resloping to prevent erosion, will deal with it as a unique case on a year to year basis. The Board will waive the per mile fee if the city will maintain the sub-lateral 14 r.o.w. involved in this project as a in kind service fee. If the City fails to maintain the r.o.w. the Board reserves the right to re-instate the fee. All future water, sewer or other utilities line that request to use the r.o.w's of the District are subject to the \$1,200.00 per year/per mile fee and must apply to the District for the appropriate permits.

FELLSMERE WATER

CONTROL DISTRICT

P. O. Box 438

FELLSMERE, FLORIDA 32948

(407) 571-0640

April 7, 1994

City of Fellsmere
Renee' Herrera Mayor
P.O. Box 39
Fellsmere, FL 32948

RE: Application/Permit

Dear Renee':

Enclosed please find a extraction from the January 13, 1994 Minutes of F.W.C.D. This should answer your question from the March 29, 1994 letter you sent me.

Because of the adoption of Chapter 556 of Florida Statutes by the Legislature in 1993, entitled Underground Facility Damage Prevention and Safety Act, the District has implemented the \$1,200.00 annual lease agreement per year/per mile. This lease is to discourage use of the District's right-of-ways.

Section 556.106 is the penalty section, and provides that in the event any person (which includes the District under the definitional section) violates the notification provision of the statute and performs an excavation which damages an underground facility of a member (various utitliies), it is presumed that such person was negligent and will be liable for the total sum of all losses. This does not apply only to members of the system, but to any person, including any governmental unit doing excavation. There is no provision for waiver and the only exception is for single family residential properties in Section 556.108. There are penalties, in addition to liability for damages.

Therefore, you can see why the District took this action since the act does have full application to the District, whether operating on its own property or not.

If you have any further question please advise.

Sincerely,



Rodney Tillman
Superintendent

RT/jh

cc: C.O.F. file



BOARD OF SUPERVISORS

RAYMOND E. JOHNS

PATRICK D. LEARY

CLIFFORD D. TYSON

City of Fellsmere

Renee' Herrera, Mayor
Deborah Krages, City Clerk
Phone (407)571-0116

P.O. Box 39
Fellsmere, FL 32948-0039
Fax (407)571-1901

March 29, 1994

Fellsmere Water Control District
Mr. Rodney Tillman
Post Office Box 438
Fellsmere, FL 43948-0438

RE: Application/Permit
January 17, 1994

Dear Rodney:

Please be advised that we are in receipt of a copy of the above referenced application/permit with the district.

It is our understanding that the required \$1,200.00 franchise fee per mile was dropped in exchange for some clearing during the construction activity.

I would appreciate your advising me if this is factual or not. Should this not be the case the municipal water department will need to budget anticipated franchise fee payments to you.

Thanking you in advance for your prompt attention to this pending matter.

Very truly yours,



Renee' Herrera
Mayor
RH/dck
CC: FWCD File

FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
September 8, 2025, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

Agenda Item No. K.4: New York Ditch Grant

Background: At the August 12, 2025 workshop, the Board of Supervisors directed an application be submitted to enlarge Sublateral P-14 (New York Avenue/97th). Unfortunately, after further research in the grant requirements for the CDBG-DR Hurricane Milton grant, Special Districts are not allowed as the primary applicant. As such, the District Manager will reach out to the City of Fellsmere to see if they wish to be the primary applicant with FWCD being the grant administrator. If not, this initiative will no longer be available. If the City is interested, the District Manager will work with the new City Manager in hopes of being successful in submitting an application.

The application would be for \$1,235,162.35 in CDBG-DR funds under the Rebuild Florida 2023 & 2024 Storms Infrastructure Repair Program. The proposed project would expand the New York Avenue drainage ditch between Willow Street and Park Lateral, replace failing culverts, stabilize ditch banks, and incorporate stormwater best management practices. This project directly addresses flooding documented during Hurricane Milton (October 2024), improves public safety and emergency access, and benefits a service area that includes a majority of low- to moderate-income households. A scope, preliminary cost estimate and benefitting area graphic are attached for reference.

A grant consultant has been engaged to help prepare the application and, if awarded, manage the grant. There is no charge for the application preparation if the grant is not received. If the grant is received, up to 5% of the grant award can be used to the grant consultant's fee.

The preparation of the design plans are requested to be funded by the grant resulting in zero out-of-pocket costs to the District or the City.

The District Manager will be coordinating with the City of Fellsmere to ensure their support for the project.

Request: No action, information only.

**New York Avenue Ditch Expansion
Preliminary Cost Estimate**

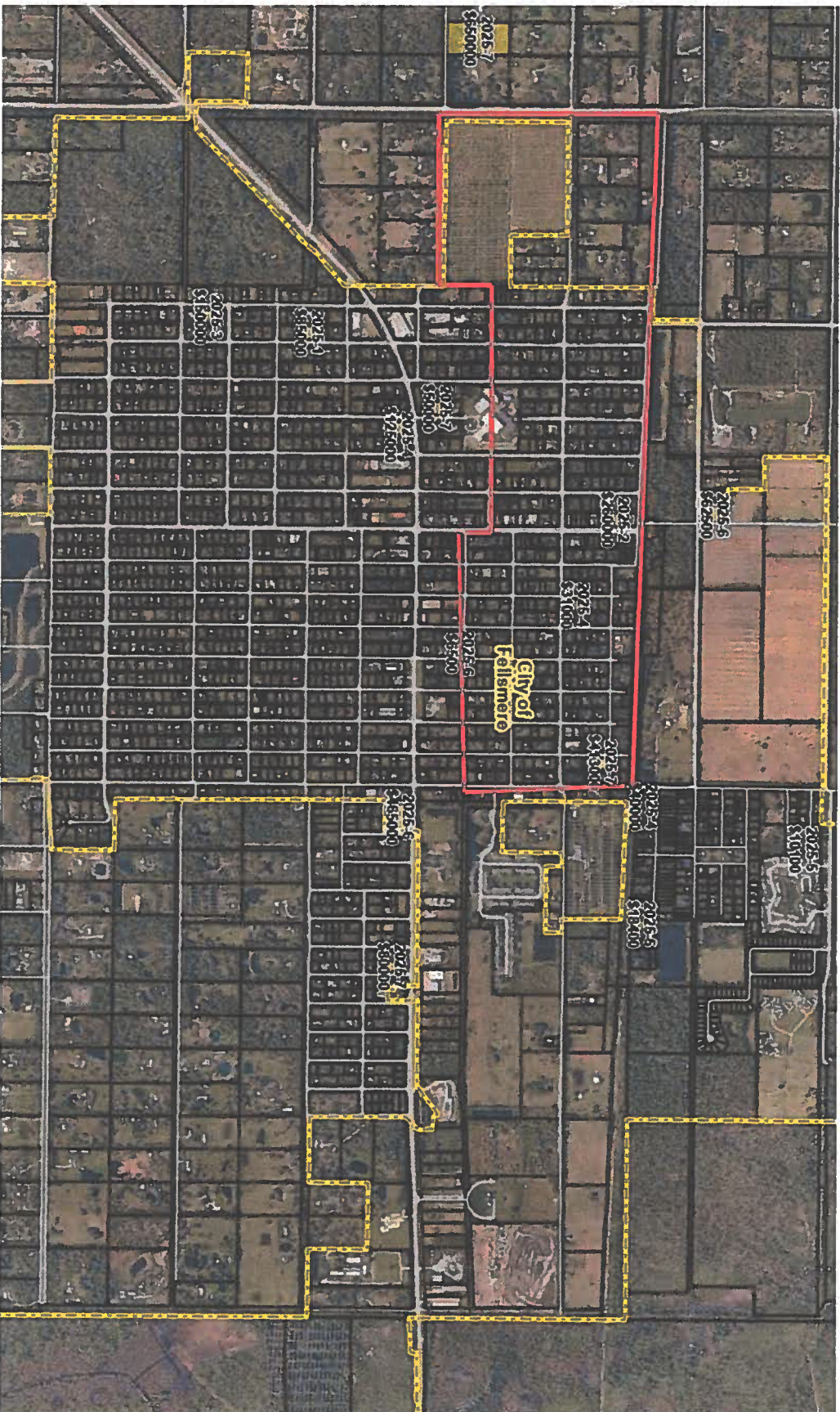
ITEM No.	ITEM DESCRIPTION	ITEM QUAN.	ITEM UNIT	UNIT PRICE	TOTAL PRICE
1	Gfrant Administration (5% of total award)	1	L.S.	\$58,850.00	\$58,850.00
2	Project Design and Permitting	1	L.S.	\$75,000.00	\$75,000.00
3	Construction Engineering Inspection	1	L.S.	\$30,000.00	\$30,000.00
3	Mobilization	1	L.S.	\$25,000.00	\$25,000.00
4	Survey Staking	1	L.S.	\$10,000.00	\$10,000.00
5	As-Builts	1	L.S.	\$10,000.00	\$10,000.00
6	Performance and Payment Bond (5% of construction cost)	1	L.S.	\$18,000.00	\$18,000.00
7	Maintenance of Traffic	60	Day	\$1,000.00	\$60,000.00
8	Silt Fence	6,900	L.F.	\$4.25	\$29,325.00
9	Floating Turbidity Barrier	1	EACH	\$1,500.00	\$1,500.00
10	Clearing & Grubbing	2.38	ACRE	\$20,000.00	\$47,520.66
11	Excavation	12,778	C.Y.	\$15.00	\$191,666.67
12	Fill Bank	19,167	C.Y.	\$17.00	\$325,833.33
13	Haul Excess Fill	6,389	C.Y.	\$4.00	\$25,555.56
14	Final Grading	2.38	ACRE	\$3,000.00	\$7,128.10
15	Remove and Replace 12" CMP w/ 12" HDPE	800	L.F.	\$50.00	\$40,000.00
16	48" HDPE	0	L.F.	\$175.00	\$0.00
17	54" HDPE	0	L.F.	\$200.00	\$0.00
18	60" HDPE	0	L.F.	\$225.00	\$0.00
19	66" HDPE	200	L.F.	\$250.00	\$50,000.00
20	Bank Protection Rip-Rap	333	C.Y.	\$150.00	\$50,000.00
21	Sodding (Bahia)	3,067	S.Y.	\$3.00	\$9,200.00
22	Pinned Sodding (Bahia)	19,167	S.Y.	\$3.50	\$67,083.33
23	Geotextile Fabric	11,500	S.Y.	\$9.00	\$103,500.00
GRAND TOTAL BID PRICE =					\$1,235,162.65
DAYS TO COMPLETE PROJECT =				250	

Abbreviations:

L.S. = Lump Sum
C.Y. = Cubic Yard
S.Y. = Square Yard
L.F. = Linear Foot

607

New York Ditch Expansion Benefit Area



FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
September 8, 2025, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

Agenda Item No. L.1: District Organization

Background: At the request of Supervisor Nelson, this item has been placed on the agenda to discuss the potential for a split of the district into two separate independent districts. Each district would be independent of the other and have its own Board of Supervisors. Issues related to splitting the district include, but may not be limited to, the following.

- **Lines of Demarcation** – The boundaries of the new districts could be East Unit less areas south of 77th Street as one district (hereinafter called East District) with the balance of East Unit plus the West Unit as the second district (hereinafter called West District). As for Lateral U, this could be owned south of 85th by the West District and the balance of the Lateral U could be jointly owned to reflect joint use and maintenance responsibilities. As for the East Boundary Dike, for simplicity, south of CR512 could be owned by West District, and the East Boundary Dike north of CR512 could be owned by East District. However, both districts have interest in portions of the East Boundary Dike south of CR512 that would need to be resolved. See graphic attached.
- **Cash Reserves** – If a split were to occur with this legislative cycle, it would best to be effective October 1, 2026 to avoid mid-year accounting complications. Cash reserves are currently close to \$665,000 and are expected to be around at least \$500,000 at that time as some reserves will be spent to bring the East Unit sublaterals up to standard prior to split. Since reserves were built with assessments from all landowners, a methodology to accomplish the division of the reserves could also be a proportional acreage basis or another method to be determined.
- **Property Disposition** – Property owned by the District includes land and equipment. Since the office/shop land lies within the East District, allocating the land to the East District makes sense. Since the machine is under lease and would be returned just a few months after a split, allocating the machine to the East District also makes sense. Also, the West District has been maintaining their system with their own equipment for years. Per CAT Financial, the only lease modification required is to process a change of ownership. As for the rights-of-way owned by the predecessor district, those lying in the East District would be owned by the East District and vice versa.
- **Public Records** – Both new districts have value in maintaining certain historic records. For example, records related to current permits in the East District should remain with the East District and vice versa. Other historic records may have no or little value to one or the other districts. As such, records should be made available to both new districts as desired. A matter to resolve is which district maintains the original record.
- **Operational Transition** – With a recommended commencement date of October 1, 2026, both new districts would have three to six months to prepare for operations of their new districts. Actions required during this time would be election of new Supervisors, preparation of a new budget, hiring of new staff, and preparation of new water control plans. Of course, preparation of some of these items can proceed sooner once legislative success is anticipated. For example, numerous budgets for the new East District have been prepared to help the Landowners understand different ways to accomplish the operation of their new district and the costs associated therewith. Examples are provided with this agenda packet.
- **Permit Approval on Shared Facilities** – With Lateral U and the Main Canal being shared facilities, an understanding of permitting projects that provide direct installations on these canals should be addressed. Until the split is effective, the current district should consider no new installations within these canals.

- **St. John River Water Management District (SJRWMD) State Park Resolution** – The East District will encompass the portion of the State Park that lies within the current district. The legislation affecting the split should seek to address the State Park stormwater flow into the new East District.

The resolution of the above issues and others that may arise should be memorialized in an Interlocal Agreement between the two new districts or placed within the legislation. The Interlocal should be resolved concurrent with the legislative process to allow adoption by the newly created districts as an initial action of each district's new boards to ensure it is effective as soon as possible after time the new districts are effective. A draft of an Interlocal is provided as a starting point for discussion.

Request: As requested by President Nelson, direct staff to proceed with the following: 1) draft legislation to split the district; 2) finalize an Interlocal Agreement with Landowner input.

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter called "Agreement"), is made and entered into as of this ____ day of _____, 2026, by and between **Fellsmere Water Control District**, a quasi-public body existing under Chapter 298 of the Florida Statutes, whose mailing address is 109 N. Willow Street, Fellsmere, Florida 32948 (hereinafter referred to as "FWCD"), and **Headwaters Water Control District**, a public body existing under Chapter 298 of the Florida Statutes, whose mailing address is 7758 CR512, Fellsmere, Florida 32948 (hereinafter referred to as "HWCD").

WITNESSETH THAT

WHEREAS, the FWCD and HWCD are newly created water control districts having been created by Public Law _____; and

WHEREAS, HWCD and FWCD share the use of certain facilities including Park Lateral, Lateral U and the Main Canal, and the shared use of facilities require a shared allocation of maintenance costs and joint decisions regarding modifications to such facilities; and

WHEREAS, The predecessor district has cash reserves and property and public records that must be allocated to the new districts; and

WHEREAS, FWCD and HWCD are entering into this Agreement to set forth the terms and conditions of the parties with respect to the continued maintenance and operation of the works as described above and the allocation of the predecessor district's resources.

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. Cost Share

Park Lateral – For as long as HWCD uses or reserves to use Park Lateral, HWCD shall pay for the land that drains or could drain to Park Lateral an annual payment to FWCD for the maintenance of Park Lateral including any reserves required to accumulate funds for major canal maintenance efforts. The FWCD may use funds paid by HWCD for current year maintenance within the current year budget of the FWCD. Payments made by HWCD to

accumulate funds for future major Park Lateral maintenance shall be placed in a trust account jointly owned by both districts for that use only. A proportional acreage basis of only lands that flow into Park Lateral shall be the metric used to determine funds owed.

Lateral U – HWCD shall have full and sole responsibility for maintenance of Lateral U south of 85th Street since no waters enter this portion of Lateral U from FWCD. For as long as HWCD uses or reserves to use Lateral U north of 85th Street, HWCD shall pay for the land that drains or could drain to Lateral U an annual payment to FWCD for the maintenance of Lateral U including any reserves required to accumulate funds for major canal maintenance efforts. Water withdrawal is not considered a use of facilities. The FWCD may use funds paid by HWCD for current year maintenance within the current year budget of the FWCD. Payments made by HWCD to accumulate funds for future major Lateral U maintenance shall be placed in a trust account jointly owned by both districts for that use only. A proportional acreage basis of only lands that flow into Lateral U shall be the metric used to determine funds owed.

Main Canal – For as long as HWCD uses or reserves to use Park Lateral or Lateral U, HWCD shall pay for the land that drains or could drain to the Main Canal an annual payment to FWCD for the maintenance of the Main Canal including any reserves required to accumulate funds for major canal maintenance efforts. The FWCD may use funds paid by HWCD for current year maintenance within the current year budget of the FWCD. Payments made by HWCD to accumulate funds for future major Main Canal maintenance shall be placed in a trust account jointly owned by both districts for that use only. A proportional acreage basis of only lands that flow into the Main Canal shall be the metric used to determine funds owed.

2. Cash Reserves

Cash reserves as of September 30, 2026 held by the predecessor district shall be split between FWCD and HWCD on a proportional acreage basis excluding the acreage of the West Unit of the predecessor district after first deducting from cash reserves xx% of the initial budget of the FWCD for its use as reserves.

3. Property Disposition

Real property, equipment, materials, supplies, and all other tangible property (less public records) of the predecessor district shall be owned by the FWCD.

4. Public Records

Public Records may be categorized as those specific to a piece of property and others that are not. Those specific to a piece of property should become the ownership of the district in which the property lies with an option for the other district to obtain a copy at their desire. For those that are not specific to a piece of property, the records should be copied/scanned to both districts with such copies/scans becoming the public record of the new districts. Original historic documents held by the predecessor district shall become the property of the HWCD.

5. Operational Transition

Contracts for contractors that are working within the East Unit north of 77th Street within the predecessor district as of September 30, 2026 shall become contracts of the FWCD. Maintenance Staff, if any, under contract or on the payroll of the predecessor district as of September 30, 2026 shall become employees or contracts of the FWCD. The Administrative Staff of the predecessor district as of September 30, 2026 shall become employees of the HWCD. At the request of FWCD, the HWCD shall perform administrative duties of the FWCD. Payment for such services shall be billed at a rate of \$xxxx per month and shall not exceed six months without amendment to this Agreement.

6. Permit Approval on Shared Facilities

As of the effective date of this Agreement, three facilities are shared between the FWCD and HWCD: Park Lateral, Lateral U and the Main Canal. For as long as any such facility remains a shared facility, joint approval is required for placement of any plug, control structure or weir within the shared facility. Such approvals shall not be administratively approved and shall be approved by the Board of Supervisors of each respective district. The Boards shall rely upon the findings of their respective District Engineer as to the impacts of the proposed installation and shall not unreasonably withhold approval.

7. Water Control Plans

An initial action of each new district is the creation of Water Control Plans for each district. The districts hereby agree to include language within their respective Water Control Plans (WCP) to memorialize terms of this Agreement as appropriate. In addition, the HWCD shall pay for all costs of the preparation of the new FWCD Water Control Plan meeting the minimum statutory requirements of Florida Statutes.

8. 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.

9. 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.

10. 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:

FWCD:

109 North Willow Street
Fellsmere, Florida 32948
Phone: (772) 571-0640

HWCD:

7735 CR512
Fellsmere, Florida 32948
Phone: (772) ???-????

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.

11. Non-Waiver of 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 FWCD or HWCD as it now or hereafter exists under applicable laws, rules and regulations.

12. 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 HWCD or FWCD 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 HWCD or FWCD 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.

13. Time is of the Essence.

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

14. 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.

15. Recording of this Agreement.

This Agreement and any memorandum hereof may be recorded in the Public Records of any county in the State of Florida.

16. 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 FWCD and HWCD have contributed substantially and materially to the preparation hereof.

17. 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 FWCD and HWCD pursuant to this Paragraph shall survive the closing hereunder.

18. Definitions

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

19. Effective Date.

For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the FWCD or the HWCD 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

Fellsmere Water Control District

By: _____
Chairman

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ____ day of _____. 2026, by _____, who is personally known to me and who executed the foregoing instrument on behalf of the FWCD.

(NOTARIAL SEAL)

MY COMMISSION # _____
EXPIRES _____

Headwaters Water Control District

By: _____
Chairman

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ____ day of _____. 2026, by _____, who is personally known to me and who executed the foregoing instrument on behalf of the HWCD.

(NOTARIAL SEAL)

MY COMMISSION # _____
EXPIRES _____

FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
September 8, 2025, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

Agenda Item No. L.2: Temporary Labor for Maintenance

Background: With the longtime operator retiring on September 30th and the lease of the machine continuing until January 2027, decisions regarding in-house versus contractor service are problematic given this misalignment of time. For example, replacing the operator with a new in-house employee in January 2027, if a decision to move to contract services is made, would result in letting this new employee go after just over one year of employment causing undue problems to this individual's life. Using a temporary labor company that specializes in skilled workers would allow the district to fully use the lease term but maintain flexibility in regards to future decisions without impacting an employee's livelihood.

Tradesmen International out of Riviera Beach specializes in construction-related staffing. An offer of around \$37/hour was quoted, which is over a 10% savings over the in-house operator's full cost of employment (wages, taxes, insurance and retirement). A master agreement is attached for review and approval.

Agreement can be ended at any time, and according to Tradesmen representatives, continuing this relationship through January 2027 is certainly feasible. The assigned operator can also be replaced upon our request.

As of the writing of this item, the District Manager and District Attorney were still reviewing the Master Agreement. Issues related to liability may exist and will be discussed at the meeting. If the liability concerns cannot be overcome, the only options would be to 1) hire a new employee (but with the full disclosure that it is for a term to 1/31/2027 unless extended by the FWCD or 2) use another option for contract labor such as hiring a local operator as a contract employee if allowed. Abandoning the machine and going to contractor services is not feasible under the lease agreement without still paying the \$93,000 final lease payment.

Request: Approve master agreement for temporary labor.



MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is entered into as of _____ (the "Effective Date"), between Tradesmen International, LLC ("Tradesmen") and _____ ("Client").

1. SCOPE. This Agreement contemplates Client and Tradesmen entering into one or more mutually agreeable, written purchase orders, work orders or bill rate confirmations signed by both parties (a "Work Order") for one or more projects, wherein Tradesmen provides and assigns one or more of its skilled labor employees ("Assigned Employees") to provide skilled labor services, on an as-needed basis to Client. The terms of this Agreement shall be incorporated into each Work Order. Each Work Order is only for the purpose of confirming the work site, applicable billing rates, the period over which services will be provided and any pre-screening criteria for Assigned Employees, and any other terms referenced in or attached to any Work Order shall be disregarded unless expressly agreed to by Client and Tradesmen in the Work Order and specifically noted as being applicable notwithstanding the terms of this Agreement. Client agrees that (i) Tradesmen is neither a guarantor, nor insurer, and will not be liable, except as expressly provided in this Agreement, for any injury, loss or damage to persons or property or from work stoppages that may arise in the performance or non-performance of work by Assigned Employees, or the conduct of any other person at the job site, (ii) the Assigned Employees are being assigned to Client to supplement Client's existing capabilities by performing such labor services as Client may determine, direct and supervise under a Work Order and Tradesmen is not undertaking to provide Client with a specific solution to a particular problem nor is Tradesmen assuming Client's responsibilities under any contracts which may, directly or indirectly, relate to, or contemplate, the provision or performance of such labor services, and (iii) Tradesmen is not responsible for the work product of the Assigned Employees, including, without limitation, defective work, product warranty or product liability claims, in connection with which Tradesmen provides no warranty of any kind, including, without limitation, those with respect to quality, merchantability, timeliness or fitness for a particular purpose. This Agreement does not obligate Client to order staffing services from Tradesmen, nor does it obligate Tradesmen to accept requests for staffing services from Client.

2. RELATIONSHIP OF THE PARTIES. The parties expressly intend and agree that in connection with Tradesmen assigning Assigned Employees under a Work Order, (i) Tradesmen is an independent contractor and not an agent of Client, and (ii) except as expressly provided in this Agreement, (A) at no time shall Tradesmen and Client be construed to be a co-employer or joint employer and (B) all Assigned Employees shall at all times be considered to be solely employees of Tradesmen and not employees or agents of Client.

3. TERM. This Agreement shall commence on the Effective Date and continue until either party provides the other a written notice to terminate this Agreement, which termination shall be effective thirty (30) days after delivery of notice of termination. The termination of this Agreement shall terminate any Work Order. Either party may terminate a Work Order effective upon a party's delivery of a written termination notice. No termination of a Work Order shall serve to terminate any other Work Order or this Agreement unless expressly stated in the notice of termination. Upon termination of this Agreement or the applicable Work Order, the parties shall have no further obligation under this Agreement or the Work Order, except such termination shall not terminate, affect, or impair any rights, obligations, or liabilities of either party that may accrue prior to such termination (including fees and indemnification) or which under the terms of this Agreement survive termination.

4. ASSIGNED EMPLOYEES.

a. Tradesmen Responsibilities. Tradesmen is solely responsible for (i) recruiting, screening, hiring, assigning, promoting, disciplining, discharging, and where requested by Client, replacing Assigned Employees, (ii) paying wages, social security taxes and unemployment insurance, and withholding federal and state income taxes, (iii) providing employee benefits to Assigned Employees, (iv) handling any applicable workers' compensation claims, unemployment compensation claims, and FMLA leave requests of the Assigned Employees, and (v) not assigning an employee with Client under a Work Order unless the Assigned Employee is lawfully able to work and/or reside in the United States as evidenced by Form I-9 verification and in compliance with federal and state law immigration requirements applicable to the respective Work Order.

b. Common Law Employer. As the common law employer of the Assigned Employees, Tradesmen has the right to physically inspect the work site and work processes to assess any potential work site hazards to Assigned Employees; to conduct post-accident/incident investigations and drug testing; to review Client's safety and training

records; to review and address Assigned Employees work performance issues; and to enforce Tradesmen's employment policies relating to Assigned Employees' conduct at the work site.

c. Client Responsibilities. Client shall (i) supervise the Assigned Employees and be responsible for their work while assigned with Client, including the manner, means and methods of work to be performed, (ii) not change an Assigned Employee's job duties or job site location under a Work Order without Tradesmen's prior written approval, (iii) supervise, control, and safeguard the Client's premises, job sites and projects, processes, and systems, (iv) not permit any Assigned Employee to operate any vehicle or mobile equipment (off a job site) without the prior written consent of Tradesmen or within the job classification for such Assigned Employee in the applicable Work Order, and (v) ensure that the Assigned Employees are provided any meal and rest breaks required by applicable law.

d. Vehicles or Mobile Equipment. If Client requires, directs, authorizes or permits any Assigned Employee to operate a vehicle or mobile equipment of any kind for Client, then such individual will be deemed the employee of the Client solely for purposes of insurance. Client accepts full responsibility for claims (except for worker's compensation claims of Assigned Employees), including defense thereof, involving injury, property damage, theft, fire, collision, cargo damage or public liability arising from the operation of any vehicle or mobile equipment by any Assigned Employee who is required, directed, authorized or permitted to operate the vehicle of any kind for Client.

e. Designation. Client shall have sole discretion to establish the minimum qualifications necessary for the performance of any service to be rendered pursuant to a Work Order. However, no authority has been conferred upon Tradesmen by Client to hire any person or persons on behalf of Client. Tradesmen shall have the sole discretion to determine which of its employees will be designated to become Assigned Employees.

f. Guarantee. Tradesmen represents and warrants that each Assigned Employee under a Work Order shall be of the quality and have the knowledge required by the applicable job scope under the respective Work Order. Client, in its sole discretion, may terminate a work assignment at any time for any lawful reason. If Client is not satisfied with the work product or services provided by an Assigned Employee, Client may, as its exclusive remedy, request Tradesmen to remove the Assigned Employee so long as such action is not discriminatory under applicable law, and if the notification occurs within the first four (4) hours of the first day of the assignment, Client will not be charged for the services of the Assigned Employee. However, if Client retains an Assigned Employee for more than four (4) hours worked, Client is responsible for the entire invoice for hours worked and orientation by such Assigned Employee.

g. Non-Hire. The extent allowable under applicable law, during the term of this Agreement and for six (6) months thereafter, Client shall not, directly or indirectly, solicit and/or employ any Tradesmen employee for separate employment or as an independent contractor. For purposes of clarification, this Section 4(g) shall not apply to Tradesmen employees who are based in or perform services in the State of Washington.

h. Tools; Tradesmen PPE. Tradesmen will instruct its Assigned Employees to wear work boots, hard hats, high visibility vests and safety glasses ("Tradesmen PPE") and to carry basic hand tools of the particular trade at the work site, while Client will supply all other tools, materials and equipment, to Assigned Employees, at Client's cost.

i. Labor Matters. Client represents and warrants to Tradesmen that it is not, and will not be, bound by any collective bargaining agreement or a duty to bargain collectively. Client shall immediately notify Tradesmen if Client receives a request for union recognition, a petition to the NLRB for a union election and if any flow-down provisions of a prime contract for an applicable Work Order require Tradesmen to accept or recognize any collective bargaining agreement as a condition to provide services under the Work Order.

j. Safety. Client agrees to provide Assigned Employees with (i) a safe work environment that complies with all applicable Federal OSHA and/or equivalent state agency standards and (ii) any site-specific safety training and/or site-specific personal protective equipment or any other safety equipment required for their work assignment on the job site, exclusive of Tradesmen PPE. Client shall inspect, maintain, and replace any site-specific equipment Client provides to Assigned Employees, as needed. Client agrees (x) to notify Tradesmen of any safety issues involving Assigned Employees, as soon as it learns of them, (y) to promptly notify Tradesmen of any accident or medical treatment of any Assigned Employee, and (z) to promptly provide Tradesmen a completed incident report of the accident/medical treatment, with Tradesmen having the right to conduct an onsite investigation with Client's cooperation. Client shall be responsible for all OSHA and similar recordkeeping responsibilities required by law in the performance and execution of the terms of this Agreement and each Work Order.

5. FEES.

a. Prevailing Wage Projects. Client shall be responsible for (i) prior notification to Tradesmen of any and all projects that support a contract with a federal, state or local government, and (ii) the accuracy of any applicable prevailing wage determinations. Should Client fail to notify Tradesmen of an applicable prevailing wage or provide

accurate wage determinations, Tradesmen reserves the right to bill Client the difference in the rate for all hours worked plus any statutory or regulatory costs associated with such rate difference. If required for the project, all invoices shall be accompanied by certified payroll records.

b. Time Cards. Assigned Employees will submit their time cards to Client weekly, with Client being responsible for the accuracy of time records. Client agrees to approve and sign documentation of time worked presented to it by Tradesmen's employees, and to designate one or more representatives of Client to sign the documentation on behalf of Client. Once the applicable documentation by Client is received, no credits will be provided to Client for the time worked as reflected in such documentation, unless a credit is necessary because of a mistake of Tradesmen or Tradesmen's employees.

c. Fee Calculation. Client shall pay Tradesmen fees equal to the agreed-upon hourly rates of the Assigned Employees set forth in the applicable Work Order multiplied by the number of hours worked by the Assigned Employees. Fees do not include any applicable sales, use, or similar taxes, which Tradesmen may add to, and paid by Client as part of, the fees or otherwise on demand. Tradesmen may charge Client (i) a two (2) hour, show-up fee for each Assigned Employee unless Client notifies Tradesmen of work being called off at least two (2) hours before show-up time, and (ii) each Assigned Employee's time at their respective bill rate for (A) transporting (whether by the Client or the Assigned Employee) the Assigned Employee from the initial pick up point to the final drop off point and (B) Client training or orientation. Bill rates increase to 1.5 times the applicable hourly bill rate for each hour of overtime work an Assigned Employee works or as required under applicable law. If an Assigned Employee is required to use the Assigned Employee's own vehicle to transfer job sites during the work day, Client shall be billed \$.30 per mile.

d. Per Diem. Client shall reimburse Tradesmen for the per diem rates of the Assigned Employees set forth in the applicable Work Order multiplied by the number of days worked by the Assigned Employees. Unless otherwise set forth in the applicable Work Order, 40% of a per diem rate shall be for meals.

e. Payment Terms. Client will be billed weekly and shall pay any invoice amount upon receipt of the invoice. Tradesmen may charge interest at 1.5% per month or, if less, the maximum rate allowed by applicable law, on all amounts not paid within thirty (30) days of the invoice date. If Client fails to make a payment or any portion thereof when due, Tradesmen may, and without waiving any other rights it may have, suspend performance of any Work Order until all amounts owing to Tradesmen are fully paid, and Client agrees to pay all collection costs and expenses (including reasonable attorney's fees) incurred by Tradesmen in collection. Client shall immediately notify Tradesmen of disputed invoice amounts.

6. INSURANCE.

a. Worker's Compensation. Each party shall procure and maintain workers' compensation and U.S. Longshore and Harbor Workers (as applicable) coverage (and cause its applicable affiliates, agents or subcontractors delegated to perform hereunder to) on its employees complying with statutory requirements in the jurisdiction in which the work is performed with limits of not less than those required by applicable law (each accident, bodily injury by disease each employee, and bodily injury by disease policy limit), and Tradesmen shall also provide an alternate employer endorsement in favor of Client. It is the intent of the parties that Client be afforded the maximum protection afforded by law under the applicable worker's compensation statute for injuries occurring to Assigned Employees working under this Agreement. In those jurisdictions where Client is not afforded the protection of an exclusive remedy under the worker's compensation statute unless Assigned Employees are deemed to be loaned employees of the Client for purposes of worker's compensation, Tradesmen will, upon Client's request, take commercially reasonable means to ensure that its employees working under this Agreement are considered loaned employees to Client for purposes of worker's compensation and nothing in this Agreement shall be construed as prohibiting such an arrangement.

b. Commercial General Liability. Each party shall procure and maintain commercial general liability insurance coverage, on an occurrence basis, including broad form property damage, personal injury, operations, completed operations and contractual liability coverage, including coverage for the indemnity and hold harmless obligations of the party under this Agreement, with limits of not less than \$1,000,000 per occurrence.

c. Waiver. Tradesmen and Client each waives all rights of recovery and shall cause its insurers to waive their rights of subrogation against the other party and any of their agents and employees, for loss or damage covered by the insurance maintained by the party pursuant to this Agreement. Such waivers will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Such waiver shall also apply to the extent that any deductible or self-insured retention applies to any such policy and to the extent that the insured party is underinsured.

d. Primary Nature. The insurance furnished by a party shall be deemed primary and non-contributing to the extent of the party's indemnification obligations under this Agreement.

e. Certificates of Insurance. Upon a reasonable written request, each party shall (and/or cause its applicable affiliates, agents and subcontractors delegated to perform hereunder to) deliver certificate(s) of insurance to the other party as a certificate holder, showing the policies, limits and coverage required under this Agreement.

f. OCIP/CCIP. If, on a specific project, it is determined that the owner or a prime contractor will be providing wrap-up insurance under an owner-controlled or contractor-controlled insurance program ("OCIP/CCIP") that provides insurance coverage that would otherwise be required to be provided by the Tradesmen under this Agreement, then (i) Client shall be responsible for prior notification to Tradesmen of any and all terms of the OCIP/CCIP insurance program for the project; and (ii) Tradesmen will not be required to provide insurance required by this Agreement to the extent the same is provided by such owner or prime contractor.

g. Failure to Procure Insurance. In the event that a party does not procure and maintain insurance as required to be obtained by the party under the foregoing terms of this Section 6, then such party agrees that with respect to loss or damage or related claims or expenses arising out of said damage or loss, the party shall assume all liabilities, even liabilities to third parties, as though insurance had been procured and policies had been issued.

7. INDEMNIFICATION.

a. By Tradesmen. To the fullest extent permitted by law, Tradesmen shall indemnify, defend (third-party claims at Client's option) and hold harmless Client from and against any fees, claims, demands, judgments, settlements, causes of action, damages, liabilities, taxes, actual, out-of-pocket reasonable costs and expenses (including reasonable attorneys' fees) ("Loss") relating to or arising from (i) Tradesmen's breach of this Agreement and/or a Work Order, (ii) unlawful, reckless or malicious acts or omissions committed by an Assigned Employee, (iii) personal injury claims covered by worker's compensation coverage required to be maintained by Tradesmen under this Agreement, and (iv) violations of applicable federal, state or local laws, statutes or regulations by Tradesmen, provided, that, in no instance shall Tradesmen have any obligation to indemnify Client for Loss arising from (A) the work product of the Assigned Employees, including, without limitation, defective work, product warranty or product liability claims, or (B) an Assigned Employee operating any vehicle or mobile equipment where such operation is an element or part of the services to be provided by such Assigned Employee for Client or has been required, directed, authorized or permitted by Client.

b. By Client. To the fullest extent permitted by law, Client agrees to indemnify, defend (third-party claims at Tradesmen's option) and hold harmless Tradesmen from and against any Loss relating to or arising from (i) Client's breach of this Agreement and/or a Work Order, (ii) acts or omissions of Client, Client's employees and Assigned Employees (other than unlawful, reckless or malicious acts or omissions committed by an Assigned Employee), (iii) violations of applicable federal, state or local laws, statutes or regulations by Client, (iv) personal injury claims of a Client employee, (v) any work product of any Assigned Employee (including, without limitation, defective work, product warranty or product liability claims), and (vi) an Assigned Employee operating any vehicle or mobile equipment where such operation is an element or part of the services to be provided by such Assigned Employee for Client or has been required, directed, authorized or permitted by Client, provided, that, in no instance shall Client have any obligation to indemnify Tradesmen for Loss arising out of personal injury claims covered by worker's compensation coverage required to be maintained by Tradesmen under this Agreement. For further clarification, "Client" under Sections 7(b)(i)-(iv) and (vi) includes any affiliate, agent or subcontractor that fulfills the obligations of Client under this Agreement and the applicable Work Order.

c. Limitations. "Loss" excludes any punitive, exemplary, special or consequential damages and any lost profits or other economic damages, even if advised of the possibility of such loss or damage. In the event of concurrent and/or contributory negligence (if applicable), each applicable party shall be responsible for indemnity in relation to their respective negligence.

d. Right to Control. In any instance where a claim for indemnity is, or could be, asserted by a party (in such instance, the "indemnified party"), the other party (in such instance, the "indemnifying party") shall have a right, at its expense, to elect to control the defense of such claim with counsel of its own choice and settle such claim.

8. COMPLIANCE WITH LAWS. Each party shall comply with all applicable laws, rules, regulations and orders in performing its obligations under this Agreement and each Work Order, including, but not limited to, environmental, health and safety, immigration and equal employment opportunity.

9. EQUAL OPPORTUNITY EMPLOYER. Each party is an equal opportunity employer wherein Tradesmen agrees to hire and assign employees to Client, and Client agrees to accept and direct Assigned Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status, veteran status, or any other protected class status pursuant to applicable law. In this regard, the parties agree that, only to the extent applicable to each such party, they will abide by the requirements relating to the notice of employee rights under applicable labor laws.

10. **NOTICES.** All notices and other communications (including notices of all asserted claims or liabilities) required or desired to be given or sent by one party to the other party shall be in writing, shall be addressed to the other party at such address and contact information that the notifying party may designate to the other party in accordance with this Section 10, and shall be deemed to have been given (i) on the date of delivery, if personally delivered to the party, (ii) five (5) calendar days after mailing if mailed, with proper postage, by certified or registered airmail, postage prepaid, return receipt requested, (iii) on the date of receipt if transmitted during regular business hours by an electronic communications method with confirmation of transmission, or (iv) two (2) business days after delivered to a nationally recognized overnight courier service marked for overnight delivery.

11. **AUTHORITY.** Each party represents to the other that this Agreement has been duly executed and delivered by the party, and, assuming the due authorization, execution and delivery by the other party, constitutes the legal, valid and binding obligation of the party, enforceable against the party in accordance with its terms.

12. **MISCELLANEOUS.** All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive. This Agreement and Work Orders constitute the entire agreement between the parties relating to the services hereunder, and supersede all prior agreements, proposals, or correspondence, whether oral or written, relating to the services. A party's failure to insist on performance of any of the terms or conditions herein, or to exercise any right or privilege, or a party's waiver of any breach hereunder, will not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type. This Agreement will be governed and construed by the laws of the State of Delaware, and each Work Order by the state or commonwealth where the site of the project for the Work Order is located, without regard to any conflict of law principles contained therein. This Agreement benefits and will be binding upon Tradesmen, Client and their respective successors, heirs and permitted assigns. This Agreement may be executed in two or more counterparts, all of which will constitute one and the same agreement. The execution and delivery of this Agreement by delivery of a facsimile or pdf copy bearing the facsimile or pdf signature of a party shall constitute a valid and binding execution and delivery of this Agreement, and such facsimile or pdf copies shall constitute enforceable original documents.

In Witness Whereof, the parties have entered into this Agreement as of the Effective Date.

Tradesmen International, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

GENERAL INFORMATION

Legal Name of Company _____ FEIN _____

DBA (if any) _____ Type of Entity _____ State of Formation _____

Date Established _____ Annual Sales _____ # of Employees _____

Industry Type ☐ Commercial ☐ Residential ☐ Industrial ☐ Institutional ☐ Renewables ☐ Marine

Corporate Address _____ City _____ State _____ Zip _____

Billing Address _____ City _____ State _____ Zip _____

Business Phone # _____ Fax _____ Website _____

Estimated Weekly Credit Needed _____ Credit Line Requested _____

CONTACT INFORMATION

Primary _____ Phone _____ Email _____

Finance Leader _____ Phone _____ Email _____

Payables _____ Phone _____ Email _____

Invoicing _____ Phone _____ Email _____

Safety _____ Phone _____ Email _____

BANKING INFORMATION

Bank Name _____ Account Number _____

Bank Address _____ City _____ State _____ Zip _____

Bank Officer Name _____ Phone _____ Email _____

TRADE REFERENCES (PROVIDE 3)

<u>Company Name</u>	<u>Contact Name</u>	<u>Account #</u>	<u>Phone</u>	<u>Email</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

AUTHORIZED TO PLACE ORDERS

<u>Name</u>	<u>Position</u>	<u>Phone</u>	<u>Email</u>
_____	_____	_____	_____
_____	_____	_____	_____

This Credit Application (this "Application") is made by the undersigned (the "Applicant") for the benefit of Tradesmen International, LLC, and its affiliates (together, "Tradesmen") for Applicant to establish credit, from time to time, from Tradesmen. Applicant acknowledges and agrees (i) payment terms will be set forth in the written agreement between Tradesmen and Applicant for staffing services, (ii) Tradesmen is authorized to contact credit agencies, financial institutions and trade references to obtain and verify credit information relating to Applicant and to have such information released to Tradesmen to evaluate this Application and subsequently for the purpose to update, renew or extend the credit or for reviewing or collecting the account, with a photocopy, facsimile or PDF of this authorization being valid as an original, (iii) Tradesmen is not obligated to extend credit to Applicant and may increase or decrease any credit limit provided to Applicant at the discretion of Tradesmen, without written notice, and (iv) any extension of credit by Tradesmen must be in writing and signed on behalf of Tradesmen. (v) Tradesmen may request financial statements prior to extending credit, for the purpose of approving non-standard credit arrangements. Applicant certifies that the above information is accurate and complete. Applicant releases Tradesmen from any liability or damage resulting from the furnishing of that information to Tradesmen.

Signature _____ Date _____

Name _____ Title _____

Fellsmere Water Control District ("FWCD")
Addendum to Contract

- (1) **Indemnification.** Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the FWCD as set forth in Section 768.28, Florida Statutes nor construed to require Contractor to indemnify the FWCD for FWCD's own negligence, or intentional acts of the FWCD, its agents or employees, when such agents or employees are acting within the course and scope of their agency or employment, as applicable.
- (2) **E-Verify.** Contractor warrants for itself and its subcontractors that Contractor and all subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees. Contractor agrees and acknowledges that the FWCD is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. Notwithstanding any other provisions in this Agreement, if the FWCD has a good faith belief that Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the FWCD shall terminate the Agreement. If the FWCD that has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the FWCD shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the FWCD as a result of the termination of a contract based on Contractor's failure to comply with E-Verify requirements referenced herein.
- (3) **Public Records.** The FWCD is a public agency subject to Chapter 119, Florida Statutes. Contractor shall comply with Florida's Public Records Law. Specifically, Contractor shall:
- a. Keep and maintain public records required by the FWCD to perform Contractor Services described in this Agreement.
 - b. Upon request from the FWCD's custodian of public records, provide the FWCD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that 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 completion of the Agreement if Contractor does not transfer the records to the FWCD.
 - d. Upon completion of the Agreement, transfer, at no cost, to the FWCD all public records in possession of Contractor or keep and maintain public records required by the FWCD to perform the service. If Contractor transfers all public records to the FWCD upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records

upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the FWCD, upon request from the FWCD's custodian of public records, in a format that is compatible with the information technology systems of the FWCD.

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 IN PERSON OR BY MAIL AT 109 N. WILLOW STREET, FELLSMERE, FL 32948, BY TELEPHONE at (772) 571-0640 OR BY E-MAIL AT:

MMATHES@FELLSMEREWATERCONTROLDISTRICT.ORG

- (4) **Public Entity Crimes.** No person or affiliate of the Contractor has been placed on the convicted vendor list following a conviction for a public entity in the prior 36 months.
- (5) **Non-Scrutinized Company.** Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 287.135, Florida Statutes, and is not engaged in a boycott of Israel. If the FWCD determines that this certification is falsified or contains false statements, or that Contractor is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of the Agreement, the FWCD may terminate the Agreement.
- (6) **Anti-human Trafficking.** Contractor hereby declares that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
- (7) All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

CONTRACTOR - _____

Signature

Printed Name: _____

Title: _____

Date: _____

FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
September 8, 2025, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

Agenda Item No. L.3: Draft Five-Year Program

Background: Florida Statute requires the District maintain a five-year plan. The Fellsmere Water Control District (FWCD) five-year program is used to guide the preparation of the annual budget and identify major tasks that may be required over the short term so that proper financial, administrative, and operational programs can be developed or revised to ensure the ongoing success of the District in meeting their statutory obligations. The proposed plan addresses the following issues.

- Annual Report - Goals and Objectives
- Water Control Plan
- Mowing
- Sublateral Spraying
- Canal Spraying
- District Structure
- Staffing
- Engineering
- Legal
- Finance
- Standard Operating Procedures
- Land and Facilities

The table below provides a quick synopsis of the five-year program by substantive program area indicating the estimate cost and fiscal year of implementation.

Item	Additional Cost	Fiscal Year	Notes
Water Control Plan	\$5,000	25/26	Minor update
Mowing	\$120,000	Every Year	2x per year (canals 1x per year)
Sublateral Spraying	\$100,000	Every Year	2x per year
Canal Spraying	\$60,000	Every Year	1x per year, as needed
District Structure	\$0	25/26/27	Investigation – private pay
Staffing	(\$10,000)	25/26	New Operator savings
Engineering	(\$6,000)	25/26	In-House Engineer savings
Legal	\$25,000	25/26	Increase utilization
Finance	\$20,000	25/26	Connection Fee analysis
Standard Operating Procedures	(\$6,000)	25/26	Adjust Benefits savings
Land and Facilities	\$35,000/year	25/26 – 29/30	Tree removal
Demand Letters	\$2,500	Each Year	Violation Notices

Request: Provide feedback on any revisions.

Fellsmere Water Control District

Annual Report on the Goals and Objectives of the District

and

DRAFT Five-Year Plan

September 9, 2025

Table of Contents

Table of Contents	2
Summary	3
Introduction	3
Annual Report on the Goals and Objectives of the District	4
Five-Year Program	6
Water Control Plan	6
Mowing	7
Sublateral Spraying	8
Canal Spraying.....	8
District Structure	9
Staffing.....	9
Engineering.....	10
Legal	10
Finance	10
Standard Operating Procedures	11
Land and Facilities	11
Demand Letters	13

Summary

The Fellsmere Water Control District (FWCD) five-year program is used to guide the preparation of the annual budget and identify major tasks that may be required over the short term so that proper financial, administrative, and operational programs can be developed or revised to ensure the ongoing success of the District in meeting their statutory obligations.

The table below provides a quick synopsis of the five-year program by substantive program area indicating the estimate cost and fiscal year of implementation.

Item	Additional Cost	Fiscal Year	Notes
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Mowing	\$120,000	Every Year	2x per year (canals 1x per year)
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Canal Spraying	\$60,000	Every Year	1x per year, as needed
District Structure	\$0	25/26/27	Investigation – private pay
Staffing	(\$10,000)	25/26	New Operator savings
Engineering	(\$6,000)	25/26	In-House Engineer savings
Legal	\$25,000	25/26	Increase utilization
Finance	\$20,000	25/26	Connection Fee analysis
Standard Operating Procedures	(\$6,000)	25/26	Adjust Benefits savings
Land and Facilities	\$35,000/year	25/26 – 29/30	Tree removal
Demand Letters	\$2,500	Each Year	Violation Notices

Introduction

The Five-Year Program of the Fellsmere Water Control District is separated into two parts. The first part addresses the annual report required by Florida Statute 189.0694, which mandates that special districts report annually by December 1st on the success of the District in achieving the goals and objectives of each activity undertaken by the District (first annual report due Dec. 1, 2025). The second part of this Five-Year Program is the supporting narrative to develop budgets for the next five years. As a maintenance entity, the services provided are limited to administration and maintenance; although, ideas are presented for capital projects that would aid in future maintenance while also providing greater flood protection.

Annual Report on the Goals and Objectives of the District

At the present time, the District has adopted the following goals, objectives, and performance measures via Resolution 2024-06.

Program/Activity: **District Administration**

Goal: Remain compliant with Florida Law for district meetings & records

Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required - YES
- Meeting minutes and post-meeting action completed - NO
- District records retained as required by law - YES

Findings:

With the District transition from Management by Contract to in-house management, delays have occurred in posting approved minutes and other required website contents. The issue preventing timely posting relate to transfer of ownership of the website from prior provider to FWCD, which has now been resolved. Future postings should be added timely.

Program/Activity: **District Finance**

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Process all District bond related financing activities
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year budget - YES
- District amended budget at end of fiscal year - YES
- District accounts receivable/payable processed for the year - YES
- Bond requisitions/reporting/continuing disclosures processed – Not Applicable (no outstanding bonds)
- “No findings” for annual financial audit – YES

Findings:

For FY23/24, the finances were managed by the contract manager. Transfer of financial control to the new in-house manager occurred on November 1, 2024. Since this time, all invoices have been paid in a timely manner (with two exceptions) and all financial reports have been completed on time. Both exceptions were corrected and processes improved to avoid future late payments.

Program/Activity: **District Operations**

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Maintain Water Control Plan Compliance
- Compliance with all required permits

Performance Measures:

- District insurance renewed and in force - YES
- Contracted Services in force for all District operations – YES where applicable.
- Water Control Plan in Compliance – NO (see Findings below)
- Permits in compliance - YES

Findings:

The Water Control Plan in terms of capital facilities has been completed. The district is in maintenance mode at this time. There are contents in the Water Control Plan related to ongoing maintenance that are not in compliance. For example, the WCP states that spraying shall be conducted twice per year. This past year no spraying was conducted because the District performed extensive canal and sublateral mechanical maintenance – thus making spraying unnecessary for that year. In addition, Florida Statutes 298.225 requires a review of the WCP at least once every five years. A formal review has not been conducted since the 2017 readoption of the district.

Overall, the District should review the above goals, objectives and performance standards as part of the required five-year review of the Water Control Plan (WCP) pursuant to Florida Statutes 298.225.

Five-Year Program

Given the District is in maintenance mode at this time, the five-year program focuses on measures to improve the efficiency of maintenance and administrative operations. In addition, given the vastly different nature of the two units comprising the District and other areas receiving differing maintenance levels, a review of the district structure is appropriate to determine the proper organizational structure given these various maintenance differences across the district. The results of this effort may require legislative action or may be simply a local amendment to the Water Control Plan. Such analysis is contained in the five-year program. Finally, with the details provided in the WCP related to maintenance, the ability to seek alternative maintenance means is limited. A review of the WCP to provide greater flexibility in maintenance means and address other updates in the plan is included in the five-year program.

The balance of this program is presented in categories that align with the current activities of the District and controlling Water Control Plan (WCP).

Water Control Plan

The WCP contains the required elements by Florida Statute 298.225 as summarized below.

- Narrative descriptions of the statutory responsibilities and powers of the water control district.
- A map delineating the legal boundary of the water control district.
- Narrative descriptions of land use within the district.
- Narrative description of all existing district facilities and their purpose and function with a map depicting their locations.
- Engineering drawings and narrative sufficient to describe each facility's capacity for the management and storage of surface waters and potable water supply, if applicable.
- A description of any environmental or water quality program that the water control district has implemented or plans to implement.
- A description of the administrative structure of the water control district.
- Detailed descriptions of facilities and services that the water control district plans to provide within 5 years.
- Identification of any subdistricts or units within the district

There are no areas outside the water control district's legal boundary for which the district provides services.

Although the items required by Florida Statutes are present in the WCP, the plan itself is dated. The following adjustments to the WCP may be required.

1. The basins of the District are described in the WCP as well as their maintenance and administrative obligations and a graphic depiction of the location of each unit is provided. The investigation of the district organization may dictate revisions as the Berry Groves basin and the State Park basin may result in differing levels of maintenance from the other units.

2. The description of facilities or services to be provided in the next five years is dated and has not been updated. As a maintenance entity at this time, the description of maintenance services to be offered over the next five years, along with any administrative initiatives, shall be updated annually as needed.
3. The narrative description of land uses in the District must be updated. Except for the City of Fellsmere residential lands, the balance of the District is a combination of agriculture and rural ranchette residential. The WCP should be revised to update and clarify the land uses in the District and how services may vary, if at all, between the various uses.
4. The narrative description of all existing district facilities and their purpose and function along with a map depicting their locations shall be reviewed to ensure it is comprehensive and properly shows all District facilities.
5. Engineering drawings and narrative sufficient to describe each facility's capacity for the management and storage of surface waters and potable water supply shall also be reviewed to ensure it is comprehensive and properly shows all District facilities.
6. The WCP also contains specific maintenance commitments that in operation have been found to be too restrictive in terms of allowing flexibility for alternative means to accomplish required maintenance. For example, the WCP calls for two sprays per year. However, no sprays were performed in 2023/2024 because the District instead embarked on an aggressive mechanical cleaning of nearly all sublaterals and canals. The WCP should be revised to provide a menu of maintenance options with a standard for sublateral/canal conditions allowing different actions to result in meeting this standard.
7. Finally, the rapidly changing nature of land uses within the District (i.e., city annexations and urban development and conversion of vast agricultural lands into small rural ranchettes) may be putting greater amounts of stormwater into the District's system. An analysis should be performed of a build-out scenario to confirm whether the current facilities are adequate to meet the level of service desired by the landowners. In addition, alternative assessment mechanisms should be considered to address greater runoff of highly developed lots over the more rural and agricultural lots within the District. This will also be part of the investigation of the district organization.

Except for Item 7 above, all the proposed revisions are minor amendments, which are those that do not increase the total assessment. These changes noted above (except #7) may be adopted by simple resolution of the Board of Supervisors.

Estimated Cost: \$5,000 one-time cost [\$2.5k Engineering & Graphic updates/\$2.5k legal review]

Timeframe: FY25/26

Mowing

At present time, mowing occurs in winter as growth is minimal during winter. The cost of mowing will increase going forward as prior contracts were limited to one pass, which is insufficient to reach the water line on the sublateral bank. In addition, mowing of Park, U and Main canal banks and top should also be considered to maintain these areas free from trees and shrubs; however, for Park Lateral, a bush-

hog grinding treatment may be required to address leftover limbs and stumps and debris. Finally, best practices aligns the mowing with spraying to ensure clear access to the water line for effective aquatic weed control. Altogether, these adjustments will increase the cost of mowing in the future. Current costs are approximately \$12,000 per pass. A total of three passes are required on sublaterals and four on the canals. There are no mowing services provided to the West Unit or the State Park. However, the State Park benefits from the mowing provided in the East Unit since their stormwater flows through the East Unit sublaterals and canal system. The West Unit receives no benefit from the mowing as their stormwater flow does not enter the East Unit. Previously there has been no mowing within the gravity/pumped basin east of CR512 and south of the city/ranchettes. As this area pays full assessment, services will be required moving forward. This will further increase the cost of mowing in the future.

Estimated Cost: \$120,000 annually [2x - \$30k Gravity Sublaterals; \$20k Gravity Canals;
2x - \$20k Gravity/Pumped Sublaterals]

Timeframe: 2x Each Year Sublateral and 1x each year Canals

Sublateral Spraying

In FY23/24, sublateral spraying was not performed because the District instead focused on sublateral mechanical cleaning, which precluded the need for spraying. Best practices per aquatic weed control experts and other similar water control districts indicate that three spray cycles per year are required. Past practice at the FWCD was to spray twice per year. As stated above, spraying should follow mowing to ensure proper access to the water line for aquatic spraying. Observations also indicate that mechanical cleaning alone is not sufficient as aquatic weed growth will soon return if not retarded with a spray cycle. Maintaining two sprays per year moving forward should be the minimum practice. There are no sublateral spraying services provided to the West Unit or the State Park. However, the State Park benefits from the spraying provided in the East Unit since their stormwater flows through the East Unit sublaterals and canal system. The West Unit receives no benefit from the sublateral spraying as their stormwater flow does not enter the East Unit. Previously there has been no spraying within the gravity/pumped basin east of CR512 and south of the city/ranchettes. As this area pays full assessment, services will be required moving forward. This will further increase the cost of spraying in the future.

Estimated Cost: \$100,000 annually [2x - \$30k Gravity Sublaterals + \$20k Gravity/Pumped Sublaterals]

Timeframe: 2x Each Year

Canal Spraying

In FY23/24, canal spraying was not performed because the District instead focused on canal mechanical cleaning, which precluded the need for spraying. Going forward, unless inspections indicate a need otherwise, canal spraying will be performed only once per year around early summer. Less frequent spraying is required on canals due to the deeper water levels and higher flow rates. Aquatic vegetation monitoring of this approach is warranted to ensure one aquatic spray per year is sufficient. There are no canal spraying services provided to the West Unit. The West Unit receives no benefit from the canal spraying in the East Unit as their stormwater flow does not enter the East Unit. There are no canals in the State Park; however, the State Park benefits from the canal spraying provided in the East Unit since

Fellsmere Water Control District
DRAFT Five-Year Plan

their stormwater flows through the East Unit sublaterals and canal system. Previously there has been no canal spraying within the gravity/pumped basin east of CR512 and south of the city/ranchettes. As this area pays full assessment, services will be required moving forward. This will further increase the cost of spraying in the future.

Estimated Cost: \$60,000 annually

Timeframe: Each Year, as needed

District Structure

With the change of District management to in-house staff, this major transition has been completed as of the beginning of FY24/25. No substantive changes are expected during the five-year program except for what may result from the discussion of the District structure as mentioned earlier. Contained in the five-year program is only the costs to investigate the proper district organization and financial revenue mechanisms. If the district were split into two separate independent districts, each separate District would be required to create new administrative and maintenance structures for their respective districts based on a new Water Control Plan that each district would be required to prepare. The cost of the new district management is not part of the five-year program as such tasks would not be a function of the current District.

Estimated Cost: \$50,000 one-time cost (private pay)

Timeframe: FY25/26/27

Staffing

Given the pending retirement of the long-time machine operator (9/30/25), and expiration of the current machine lease (1/31/27), the District has an opportunity to reconsider how mechanical maintenance services are provided. Although contract service may be more expensive on a full time basis, as the District catches up on deferred maintenance, the sublaterals may need less attention and may be able to be maintained via part-time operations. Another benefit of sublateral maintenance by contract labor is the ease of allocating such cost to specific sublaterals. Use of contract labor for emergency repairs may be less nimble though. Since the machine lease continues to January 2027 and cost analyses indicate that in-house service is more cost effective at a full time basis, continuing current operations for the coming year will allow for thorough analysis of this decision. Skilled temporary labor may also be used for the interim period until the lease expires. Similar cost savings are expected with this option. A cost comparison should be performed to determine whether contract or in-house services are most cost effective.

Other than the replacement of the retiring machine operator, there are no expected staff adjustments. The retirement allows for a cost savings as the new operator will likely be hired at a lower rate. Cost below reflect the cost savings over current budget.

Estimated Cost: (\$10,000) [operator]

Timeframe: FY25/26

Engineering

The District has always used a contract engineer as the official designated District Engineer. Pursuant to Florida Statute 298.16, the District is to appoint a district engineer who may be an individual, co-partnership, or corporation, and who shall engage such assistants as the board of supervisors may approve. At the May 22, 2025 Board of Supervisor meeting, the Board appointed the District Manager to also serve as the District Engineer since he is also a licensed Civil Engineer in the State of Florida. This action should save the District considerable funds by allowing the District Manager to perform required tasks and seek contract vendors (professional engineering firms) to perform work that requires considerable resources and time that would not be available to the District Manager. The District would hire professional engineering firms as Continuing Engineers that would be utilized on a Task Order basis with clear, defined scopes, costs and time for each task.

Estimated Cost: (\$6,000) annually [cost savings by reducing vendor services]

Timeframe: FY25/26

Legal

Florida Statutes 298.18 requires the District to employ an attorney to act for the district and to advise the Board of Supervisors. When the Board deems it necessary, it may, under the like terms and conditions as above set forth, employ another attorney. At the May 2025 Board meeting a new Attorney was selected due to the resignation of the current Counsel. As part of the investigation of the district structure, outside counsel may be required. In addition, the District Attorney is being used more often than in the past to address new items such as land lease needs, connection fee consideration, increased use of demand letters, etc. As issues are addressed, this may be only a one-time cost increase or reducing amounts year-over-year.

Estimated Cost: \$25,000

Timeframe: FY25/26

Finance

No substantial changes to the financial operation of the District are expected in the next five years except for the review and consideration of implementing a connection fee in addition to the permit fee for new connections. All checks and balances are in place for proper receipt of funds and payment of obligations and reporting for audit and other purposes.

As for connection fees, the District would instill costs to implement such a program as connection fees require supporting engineering and financial analysis to justify their level. Generally, properties with higher stormwater runoff would pay a higher connection fee since in theory they would be using a larger portion of the system to handle such flow. Connection fees would be charged for new drainage connections only. Driveway culverts do not result in additional flow into the system. If connection fees are not found to be legally allowed for single purpose drainage districts, an alternative approach would be to revise the method of assessment to be based on level of development of the lot which equates to

level of runoff from the lot that must be accommodated in the FWCD system. This alternative approach would require legislative action.

As mentioned earlier, administratively, review and action should be taken in regards to the two areas of the District that are not clearly identified as units within the WCP (State Park and the combined pumped/gravity basin east of CR512 and south of city/ranchettes). Complicating the addition of the State Park into the East Unit is complicated by the interpretation of the Interlocal Agreement from 1999. The FWCD and SJRWMD are working through this issue but future assessments of the State Park are not assured. At this time, the State Park acts like a 2,000 vacant, natural parcel that sheet flows into the FWCD system through the remnant ditches on the property. The pumped/gravity basin does not drain into gravity-only sublaterals but only utilizes the canal system of the East Unit and, therefore, has no benefits from the maintenance of sublaterals in the gravity-only portion of the East Unit. Since the pumped/gravity basin flows through the East Unit canal system, it benefits from the canal maintenance done in the East Unit.

Estimated Cost: \$20,000 one-time cost [connection fee analysis - WCP Unit clarification covered under other line items]

Timeframe: FY25/26

Standard Operating Procedures

The Employee Handbook has not been updated since 2005. New administrative policies have instead been adopted by resolution of the Board of Supervisors. The handbook should be revised to become the Standard Operating Procedures (SOP) for the District. The SOP should be updated for current labor laws, benefits reviewed for competitive hiring, clarifications where needed, and additional sections for budget and finance controls and other standard SOP contents. The prior 2005 handbook and policy related resolutions since then should be reviewed for inclusion in the new SOP.

Estimated Cost: (\$5,000) annually [savings expected by adjusting benefits]

Timeframe: FY25/26

Land and Facilities

As a maintenance entity, land and facilities are in place for the actual capital facilities that include the sublaterals and canals. There are no other capital facilities of the District besides the maintenance machinery and District office/shop.

An issue does exist though in accessing these sublaterals and canals for maintenance purposes. Original cross sections of the sublaterals in the standard 40' wide right-of-way (ROW) contained a 20' wide sublateral and 20' wide access strip. Over the past 100 years of maintenance, the sublaterals are now a minimum of 30' wide leaving only a 10' wide maintenance strip and in many areas even less. The desired maintenance width is 25'. A concerted effort should commence to obtain legal easements over the first 25' of the lands adjacent to the maintenance side of the sublaterals. Since the road used by landowners to access their properties lies adjacent to the FWCD ROW and is used for maintenance

today, granting an easement over this private road would not affect the use of the landowners' properties. The district may have prescriptive easement rights over the areas used for historic maintenance; however, there are numerous stretches along the sublaterals that are not accessible due to overgrowth and have not been maintained for some time.

In addition, many locations along the FWCD ROW contain heavy stands of trees, shrubs and brush. Access to maintain the sublaterals in these locations is not possible. A concerted effort should commence to remove all such vegetation along the maintenance side of all sublaterals and along the opposite side of the sublaterals in areas of heavy invasive growth such as Australian Pines as these species invade the flow line of the sublaterals and result in blockages due to falling trees and branches. Staff is currently quantifying the length of FWCD ROWs that require heavy forestry mulching to provide a realistic cost estimate. The estimate below assumes about six miles of sublateral bank will require such mulching.

Finally, maintenance of the canal system and the outfall ends of certain sublaterals is limited given current industry machine specifications. The flow lines are so far below the top of bank in some locations that current machinery cannot reach the entire cross section for proper maintenance. A maintenance shelf, similar to the one along portions of the Main Canal should be constructed along all canals where needed. Adequate ROW exists for this effort. With the recent cleaning of the canals, this task is not a priority since maintenance requiring access will not be needed for a number of years. However, given the cost of this project, funding should be set aside over time to save for such expense. This action may be grant funded as well since it can also serve as additional storage capacity in times of high water (i.e., flood mitigation). For sublaterals, they may remain uncleared as they are over-dug and the loss of flow by vegetation is made up by the over-dug ditch. Alternatively, outfall pipes can be installed in these locations. A request to include these items in the County's Local Mitigation Strategy is required to be eligible for certain grant programs.

Worth noting, but not contained in the five-year program, the sublateral connections to the canal system may benefit from piped connections. Currently, most sublaterals have a direct non-piped connection. Direct connection allows considerable sediment to enter the canals often resulting in bars potentially reducing the cross-section and flow and definitely increasing maintenance cost to remove such bars. In addition, these direct connections can also increase chances for washouts at the point of connection. With each pipe connection costing close to \$100,000, the commencement of a new outfall pipe program would result in measurable increase in assessments. No action on this item is reflected in the five-year program. This action may be grant funded as well since it mitigates against future damage caused by high, rushing water (i.e., disaster mitigation). A request to include this item in the County's Local Mitigation Strategy is required to be eligible for certain grant programs. An alternative approach can also be investigated, such as rock rip-rap ends, to serve the same purpose or implementation over a long time period to minimize impact to assessments.

Estimated Cost: Canal Shelves - \$600,000 [\$20 per cubic yard at 1,000 lf shelf x 2]

Forest Mulching - \$240,000 [\$20,000 per acre at 2 acre per mile]

Sublateral Piping - \$100,000 per sublateral

Land Easements – Addressed in Legal line item.

Timeframe: Each Year until done (estimate five years) = Forest Mulching & Land Easements

No timeframe for Canal Shelves or Sublateral piping – goal is to be grant funded.

Demand Letters

A demand letter is a communication sent to a landowner by the FWCD when an action contrary to district policies is found. The letter states the violation and sets forth a timeframe to cure such violation and puts the landowner on notice that failure to address will result in the district performing the work and invoicing the landowner plus a 15% administrative charge. Failure to pay the invoice will result in a lien being placed on the property, which could lead to foreclosure by the district.

Typical violations are unpermitted drainage connections, replacing driveway pipes or other connections without a permit, failed driveway culverts blocking the flow of water, and allowing nuisance, invasive species to migrate from private lands into district-owned lands. Of these, failing driveway culverts and illegal connections are being addressed as found. With regards to nuisance, invasive species, a concerted effort should commence to address this issue as Australian Pines are beginning to take over parts of the FWCD sublateral system where past landowners planted these species for privacy or wind breaks.

Estimated Cost: \$2,500 (Attorney reviews of demand letters)

Timeframe: Each Year