

AGENDA
FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
January 13, 2026 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

- A. Call to Order – Pledge of Allegiance
- 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. November 18, 2025 Board Meeting Page 1
- F. Engineer’s Matters
 - 1. Open Permits Page 5
- G. Attorney’s Matters
- H. Manager’s Matters
 - 1. Financials [October, November 2025] Page 6
 - 2. Manager’s Report [November, December 2025] Page 12
 - 3. Status of Sublateral Inspections/Cleaning Page 14
 - 4. Review of Demand Letters Page 16
- I. Consent Agenda - None
- J. Public Hearings - None
- K. Old Business
 - 1. Resolution 2026-03 Approving Application form and district policies Page 19
 - 2. Status of Legislative Action to split District and supportive Interlocal Agreement Page 20
 - 3. Annual Sublateral Maintenance Bid Results (place holder) Page 21
- L. New Business
 - 1. District Management Considerations (place holder) Page 43
- M. Comments from the Public
- N. Board Member Comments
- O. Adjourn

MINUTES
FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
November 18, 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 – Provided via the Annual Meeting Schedule Published June 6, 2025.
- C. Establish Quorum – All three Supervisors were in attendance.
- D. Additions or Deletions to Agenda – District Manager requested to have Item K.3 removed from the agenda at the request of the City of Fellsmere.
- E. Approval of Minutes – Minutes of the following meeting were approved in bulk with motion made by Supervisor Dooley and seconded by Supervisor Parentela. Motion passed unanimously.
 - 1. July 8, 2025 Board Meeting
 - 2. August 12, 2025 Special Board Meeting
 - 3. August 12, 2025 Workshop
 - 4. September 8, 2025 Board Meeting
 - 5. October 7, 2025 Special Meeting
- F. Engineer's Matters
 - 1. Open Permits – District Engineer brought up a request to install bridges over Park Lateral and Main Canal that just came in from the new owner of the former IMG lands. The District Engineer also reminded the Board that the new owner will have to revise the current FWCD permit from AG to ranchette residential and he will not release permits to individual lot owners unless the permit modification is completed.

Karen Ledford asked the Board to not allow any bridges at this point until the development scenario is known.

Supervisor Nelson asked if there is a process to approve a new bridge. District Engineer indicated that standards exist within the District's Design Manual and plans would have to be provided and permit received.

Supervisor Parentela asked to research this more to be able to make a decision.

District Engineer indicated that he will ask the potential applicant to come in front of the Board to make a presentation of the his plans.

A member of the public asked the board to be very cautious and do your research prior to taking action.

The District Engineer had no further comments on the agenda item and let it speak for itself. Karen Ledford asked about Marian Estates permitting. District Engineer noted that a permit has not been issued to date and comments released by FWCD was prior to shifting the land dedication from 89th to 91st to minimize the maintenance easement along the 91st back yards. FWCD is awaiting response from Marian Estates.
- G. Attorney's Matters - None.

Jeff Darby asked for the return of the petitions previously submitted. Mr. Behn confirmed the retention schedule has been met and is able to return the petitions which was then passed to Mr. Darby.
- H. Manager's Matters

1. Financials [August, September 2025]

District Manager stated that the numbers are not fully vetted and the new book keeper is finalizing these numbers. Approximately \$100,000 of excess revenue was received last fiscal year.

2. Manager's Report [September, October 2025]

District Manager asked if these reports are still required by the Board. The Board indicated that the report is valuable and format is acceptable as presented. Supervisor Parentela noted spraying was to be only once in FY25/26 but the report states twice.

3. Status of Sublateral Inspections/Cleaning

District Manager reminded the public and Board that the map of ditch status is not all inclusive of all metrics that measure the status of a ditch. The metrics used in this report is aquatic vegetation, overhanging limbs and access. Other metrics like pipe elevation, presence of dirt, sandbars, etc. are not measured in this map.

Supervisor Dooley asked if blue line is a representation of a ditch meeting our standards. District Manager replied that final standards of our ditches has not been set and the blue line only means the ditch is free from aquatic vegetation and that overhanging limbs and access are not considerable problems. District Manager also noted that he had asked Carter & Associates if additional survey points were taken beyond just pipe inverts. The answer was yes, but the profiles do not show much change midway between pipes.

4. Review of Demand Letters

The District Manager has complied all demand letters from 2022 to date. District Manager must now review against permits to see if they have been resolved. The list will change from meeting to meeting as items are resolved and others are added.

Member of public asked if demand letter is listed and they have complied, do they have to call for an inspection. District Manager responded that if a permit was obtained, the Applicant was supposed to call for an inspection. Often, the Applicant completes the work but does not call for an inspection. So, yes, if the work is done, a call for an inspection. With the new standards for an as-built survey, final elevations must also be confirmed.

I. Consent Agenda

1. Designate Surplus Items

In addition to requesting surplus of certain items, the agenda also adopts a new inventory as the last one was dated approximately 10 years ago. Many items on the old list could not be found and are reflected in italics. Motion by Supervisor Dooley and seconded by Supervisor Parentela. Motion passed unanimously.

2. Annual Book-keeping Services

The contract provides for book keeping services for FY25/26. This is an add-on to the prior contract approved by the District Manager for FY24/25 services. District Manager felt that removing this item has value given the importance of finance compliance.

Supervisor Dooley asked what the time commitment would be. District Manager responded that this work is approximately 1/4-time work.

Supervisor Parentela noted that he feels Mattice provides a quality product providing oversight and accountability. Supervisor Parentela noted that \$1,000 per month cost was attempted to be reduced but was

unsuccessful and is cheaper than other proposals received. Supervisor Parentela asked Deborah Cross, member of public and former book keeper, if this is a good deal. Ms. Cross indicated that the price is very reasonable.

Motion by Supervisor Parentela and seconded by Supervisor Dooley. Motion passed unanimously.

J. Public Hearings – None

K. Old Business

1. Memorandum of Understanding for Grant Management

District Manager noted that this agreement is for implementation of the NY ditch grant if awarded. There is not cost to either agency except staff time. City will do grant management and finance and FWCF will do technical plan review and construction management.

Supervisor Dooley asked if either agency is seeking staff reimbursement. District Manager indicated No, the only reimbursement is to Jordan & Assoc, who is contracted with the City for grant management.

Motion by Supervisor Parentela and seconded by Supervisor Dooley. Motion passed unanimously.

2. Resolution 2026-02 Appointing Signatories to District Bank Accounts

District Manager noted that this item adds Dooley and Parentela as signors and removes Kurtz and Carnell. Motion by Supervisor Dooley and second by Supervisor Parentela. Motion passed unanimously.

3. Review of City of Fellsmere Water Line Permit Conditions

Removed from agenda. District Manager noted that item is related to the installation of a water line along 97th east of Willow. The City has countered that they wish to maintain 97th west of Myrtle instead. The City just received the draft MOU and is asking for more time.

Karen Ledford asked to what standards does the City have to meet. District Manager indicated that they will be held to the same standards as the district. Supervisor Parentela indicated that the MOU has the standards contained therein.

Supervisor Parentela asked the District Manager if the surf park will also be doing some maintenance on 97th. District Manager indicated that he has made a verbal commitment but will not move forward until he obtains his second approval for his phase 2.

Karen Ledford asked if there is anything that needs done now. District Manager indicated No, but he will continue to inspect on a recurring basis.

4. Status of Legislative Action to split District and supportive Interlocal Agreement

District Attorney noted that the legislative packet is being developed and the County has agreed to investigate the option of being the Dependent District authority as a means to avoid creating additional independent districts as discussed between legislative delegation and the County. All parts of prior understandings of transition would remain the same.

Supervisor Parentela noted that the County had just approved to investigate this dependent district option. A discussion ensued on deadline for filing the bill. District Attorney noted that a place holder is required soon but amendments can be made thereafter. The placeholder is not a blank slate but a draft of final bill.

Karen Ledford asked what are the next steps. Supervisor Parentela noted that we are simply awaiting final draft based on County input. She then asked if there any meetings scheduled with delegation. Supervisor Nelson noted None at this time.

Supervisor Parentela asked if there is something else the Board should be doing. District Manager noted that he did not ask the City for a committee since there has been a change to a Dependent District with county involvement. District Manager felt the Board should reconsider the committee since time is now almost gone and with the county involvement, a committee would have less value.

Karen Ledford asked for transparency and to be informed when new developments occur. District Attorney agreed to inform Ms. Ledford of any actions on the bill.

L. New Business

1. Resolution 2026-01 Year-End Amendment (#2) to Fiscal Year 2024/2025 Budget

Year-end budget amendment introduced by District Manager. Marc Kopecky asked why the amounts went up for certain items and noted that the district should stick to the approved budget. District Manager explained that this was an after the fact budget amendment to balance the line items to what was actually spent and the overall expenses were less than budgeted. After further discussion to address Mr. Kopecky's concerns, a motion was made by Supervisor Parentela and seconded by Supervisor Dooley. Motion passed unanimously.

M. Comments from the Public – None.

N. Board Member Comments – None.

O. Adjourn – at approximately 6:20pm.

FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
January 13, 2026, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

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. - Secondary Drain construction complete.
- 13150 81st St. – FPL crossing awaiting completion.
- 13055 83rd St. - Culvert crossing awaiting completion.
- 12750 79th St. - Culvert crossing awaiting completion.
- 13275 85th St. - Secondary Drain awaiting completion.
- 12675 83rd St. – Culvert crossing awaiting completion.
- 12835 89th St. – Secondary Drain awaiting completion.
- 13950 87th St. – FPL crossing under review
- 12825 105th St. – Secondary Drain (2026-12825-105-D1) just issued
- 12825 105th St. – Culvert crossing extension (2026-PL10C8 12825 105th) just issued
- 14550 95th St. – Culvert crossing (2026-U15C7 14550 95th) just issued
- 13020 85th St. – Culvert crossing extension (2026-PL20C10EXT) just issued

Open Development

- Comcast Crossings (75 total) – Awaiting response to first round of comments.
- Kentucky Avenue crossing of Sublateral 16 – emergency replacement by City awaiting payment and as-built survey for closeout.
- Surf Park (P-15) – First round of comments have been released. Awaiting response.
- Marian Estates (P-17/18) – 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) – Awaiting response to first round of comments.
- Rail Trail (P-13A) – Permit issued. Waiting for construction to commence.
- State Street Reservoir (P-13) – Permit issued. Waiting for construction to commence.
- 12201 CR512 Brown & Sons (East Boundary Ditch) – Permit issued. Waiting for construction to commence.
- Indian Summer Estates (P-8/9) – Board action has waived permit condition to remove Australian pines. CLOSED
- NY Ditch Improvements (P14) – Waiting for as-built and payment of arrears prior to closing permit.
- Florida Organic Aquaculture (U-23/24) – Issues with saltwater containment and separation from freshwater sublaterals. Draft Demand Letter with District Attorney.
- Parabel (U-23/24) - Issues with construction contrary to permit. Long-term issue requiring resolution.
- O'Reilly Auto Parts (P15) - Waiting for as-built to perform final inspection.

Request: None, information only.

Profit and Loss
Fellsmere Water Control District
October 1-31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
3000 Revenue	
3100 Tax revenue	514.26
Total for 3000 Revenue	\$514.26
Total for Income	\$514.26
Gross Profit	\$514.26
Expenses	
4000 Contract Services	
4003 - Contract Mechanical	1,184.00
Total for 4000 Contract Services	\$1,184.00
4100 Ditch Maintenance	
4124 - Group Med, Life Ins.	52.32
4132 - Supplies and services	39.58
Total for 4100 Ditch Maintenance	\$91.90
5000 General Admin	
5002 - Website management	15.00
5013 - Legal & Professional Services	4,000.00
5014 - Insurance (general liability)	560.55
5016 - Audit fee	500.00
5018 - Bank service charges	63.00
5053 - Property Appraiser fee	1,800.00
5077 - Memberships	2,000.00
5078 - Advertising	127.44
5082 - Maintenance building & grounds	249.08
5090 - Office expense	98.63
5091 - Payroll processing fee	150.15
5121 - Payroll taxes	297.94
5124 - Group Medical, Life Ins.	2,003.56
Total for 5000 General Admin	\$11,865.35
Total for Expenses	\$13,141.25
Net Operating Income	-\$12,626.99
Net Other Income	
Net Income	-\$12,626.99

Balance Sheet

Fellsmere Water Control District

As of October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
1000 Bank Accounts	
1002 Treasury Enterprise Plan (7417) - 1	7,891.61
1003 MMDA Sweep (9299) - 1	502,181.91
Total for 1000 Bank Accounts	\$510,073.52
1100 Bill.com clearing	0.00
Petty Cash	110.76
Total for Bank Accounts	\$510,184.28
Other Current Assets	
1620 Deferred Outflows Pension	46,328.00
1630 Other Receivable	
1632 Engineering Fees	4,050.00
Total for 1630 Other Receivable	\$4,050.00
1680 Payroll Clearing Account	15,003.54
Prepaid Insurance	125.85
Total for Other Current Assets	\$65,507.39
Total for Current Assets	\$575,691.67
Fixed Assets	
2000 Fixed Assets	
1510 Land	13,871.00
1520 Land Improvements	15,225.00
1530 Building	202,920.00
1540 Equipment	44,604.00
1550 Accum Depreciation	-238,521.00
Total for 2000 Fixed Assets	\$38,099.00
2953 General F/A A/G	-44,782.00
Total for Fixed Assets	-\$6,683.00
Total for Assets	\$569,008.67

Balance Sheet

Fellsmere Water Control District

As of October 31, 2025

DISTRIBUTION ACCOUNT		TOTAL
Liabilities and Equity		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable		318.77
Total for Accounts Payable		\$318.77
Credit Cards		
PNC BusinessOptions® Visa Signature® (9919) - 1		576.62
Total for Credit Cards		\$576.62
Other Current Liabilities		
2100 Liabilities		
2009 Retirement (Due to FRS)		12,901.09
2010 Deferred Inflow Pension		66,177.00
2800 Net Pension Liability		178,337.00
Leases - Other Financing		130,222.00
Total for 2100 Liabilities		\$387,637.09
2115 Payroll Taxes Payable		-2,619.88
Total for Other Current Liabilities		\$385,017.21
Total for Current Liabilities		\$385,912.60
Total for Liabilities		\$385,912.60
Equity		
2200 Equity		
2950 General Fund		218,889.00
2951 Designated For Contingency		300,000.00
Total for 2200 Equity		\$518,889.00
Opening Balance Equity		0.00
Retained Earnings		-323,165.94
Net Income		-12,626.99
Total for Equity		\$183,096.07
Total for Liabilities and Equity		\$569,008.67

Profit and Loss
Fellsmere Water Control District
November 1-30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
3000 Revenue	
3100 Tax revenue	50,470.31
3102 Discounts for early payment	-3,593.49
Total for 3000 Revenue	\$46,876.82
3200 - Interest	2,651.84
Total for Income	\$49,528.66
Gross Profit	\$49,528.66
Expenses	
4000 Contract Services	
4003 - Contract Mechanical	7,002.25
Total for 4000 Contract Services	\$7,002.25
4100 Ditch Maintenance	
4133 - Gas and oil	115.00
Total for 4100 Ditch Maintenance	\$115.00
5000 General Admin	
5002 - Website management	196.30
5013 - Legal & Professional Services	6,428.45
5014 - Insurance (general liability)	20,932.01
5016 - Audit fee	1,000.00
5018 - Bank service charges	63.00
5082 - Maintenance building & grounds	41.00
5083 - Utilities	151.97
5086 - Telephone	116.31
5090 - Office expense	518.70
5091 - Payroll processing fee	97.02
5124 - Group Medical, Life Ins.	2,008.96
Total for 5000 General Admin	\$31,553.72
Total for Expenses	\$38,670.97
Net Operating Income	\$10,857.69
Net Other Income	
Net Income	\$10,857.69

Balance Sheet

Fellsmere Water Control District

As of November 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
1000 Bank Accounts	
1002 Treasury Enterprise Plan (7417) - 1	-110,079.48
1003 MMDA Sweep (9299) - 1	619,824.45
Total for 1000 Bank Accounts	\$509,744.97
1100 Bill.com clearing	0.00
Petty Cash	110.76
Total for Bank Accounts	\$509,855.73
Other Current Assets	
1620 Deferred Outflows Pension	46,328.00
1630 Other Receivable	
1632 Engineering Fees	4,050.00
Total for 1630 Other Receivable	\$4,050.00
1680 Payroll Clearing Account	23,375.54
Prepaid Insurance	7.25
Total for Other Current Assets	\$73,760.79
Total for Current Assets	\$583,616.52
Fixed Assets	
2000 Fixed Assets	
1510 Land	13,871.00
1520 Land Improvements	15,225.00
1530 Building	202,920.00
1540 Equipment	44,604.00
1550 Accum Depreciation	-238,521.00
Total for 2000 Fixed Assets	\$38,099.00
2953 General F/A A/G	-44,782.00
Total for Fixed Assets	-\$6,683.00
Total for Assets	\$576,933.52

Balance Sheet

Fellsmere Water Control District

As of November 30, 2025

DISTRIBUTION ACCOUNT		TOTAL
Liabilities and Equity		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable		31.25
Total for Accounts Payable		\$31.25
Credit Cards		
PNC BusinessOptions® Visa Signature® (9919) - 1		860.42
Total for Credit Cards		\$860.42
Other Current Liabilities		
2100 Liabilities		
2009 Retirement (Due to FRS)		9,971.97
2010 Deferred Inflow Pension		66,177.00
2800 Net Pension Liability		178,337.00
Leases - Other Financing		130,222.00
Total for 2100 Liabilities		\$384,707.97
2115 Payroll Taxes Payable		-2,619.88
Total for Other Current Liabilities		\$382,088.09
Total for Current Liabilities		\$382,979.76
Total for Liabilities		\$382,979.76
Equity		
2200 Equity		
2950 General Fund		218,889.00
2951 Designated For Contingency		300,000.00
Total for 2200 Equity		\$518,889.00
Opening Balance Equity		0.00
Retained Earnings		-323,165.94
Net Income		-1,769.30
Total for Equity		\$193,953.76
Total for Liabilities and Equity		\$576,933.52

Monthly Manager's Report
Fellsmere Water Control District
November 2025

Administration – Prepared minutes of prior Board meetings and prepared and released November Board meeting agenda. Coordinated with District Attorney on public records request. Continued review of historic and current files. Continued obtaining quantities for mechanical sublateral cleaning and released bid documents. Reviewed and released standard permits. Continued coordination with Bookkeeper for input of FY24/25 financial data.

Issues encountered – None.

Direction Desired – None.

Operation/Maintenance – New operator (Cody) worked on sublaterals U-2, 4, 7, and 9 and repaired washouts and removed plugs. Implemented mowing contract along sublaterals.

Issues Encountered – Sumps are also being installed as ditches are cleaned. Inspections of sublaterals on a more frequent basis to ensure continued flow.

Direction Desired – None.

Operation/Capital

None.

Issues Encountered – None.

Direction Desired – None.

Next Month

Administration: Pre-Bid meeting for Mechanical Sublateral Maintenance.
Monitor machine operator.

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

Operation Capital – None.

Monthly Manager's Report
Fellsmere Water Control District
December 2025

Administration – Prepared and released December Special Board meeting agenda and prepared minutes of said meeting. Coordinated with District Attorney on public records request. Continued review of historic and current files. Reviewed and released standard permits. Continued coordination with Bookkeeper for input of FY24/25 financial data. Drove state park boundary and Main Canal with State Park Ranger. Coordinated with County of proposed district split. Inspected ditches for mowing results and began measurements of muck in ditch bottoms. Drove representative ditches with Operator and Supervisor Parentela and citizen Jeff Darby to provide direction to Operator on performance to date.

Issues encountered – None.

Direction Desired – None.

Operation/Maintenance – New operator (Cody) worked on sublaterals U-13, 14 and 19 and P-13, 14 and 19 and repaired washouts and removed plugs. Inspected mowing contract results along sublaterals. Inspected Ditches along 107th through 89th Park Lateral for enhanced maintenance to restore profiles and install sumps.

Issues Encountered – Sumps are also being installed as ditches are cleaned. Inspections of sublaterals on a more frequent basis to ensure continued flow.

Direction Desired – None.

Operation/Capital

None.

Issues Encountered – None.

Direction Desired – None.

Next Month

Administration: Open Bid meeting for Mechanical Sublateral Maintenance.

Monitor machine operator.

Finalize inspections for Mowing results.

Finalize measurements of muck depth in ditches PL-9 through PL-18 (107th to 89th).

Operation Maintenance: Implement enhanced maintenance of 107th through 89th Park Lateral sublaterals.

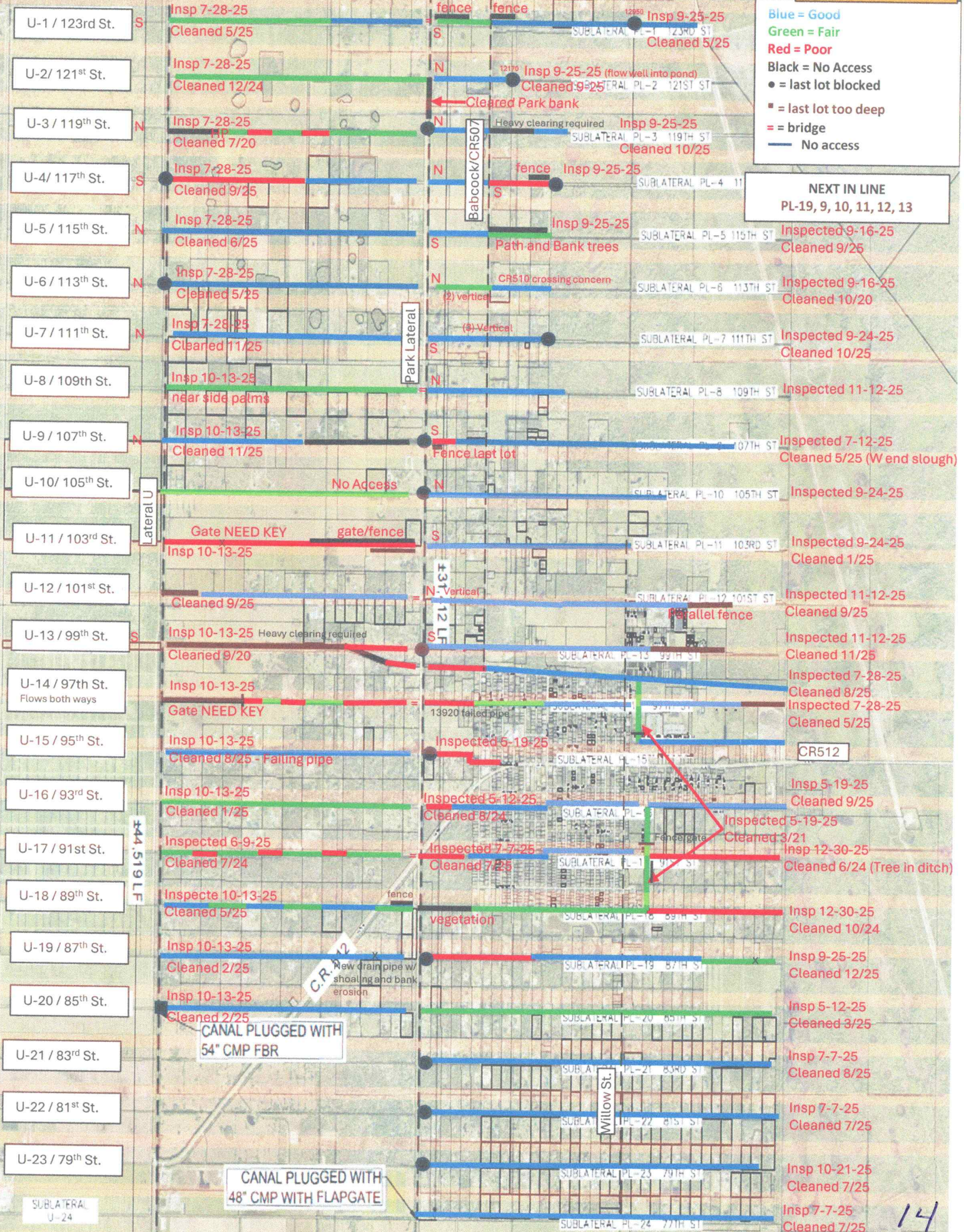
Continue to clean sublaterals under priority set by District Manager.

Continue sublateral inspections.

Operation Capital – None.

Blue = Good
Green = Fair
Red = Poor
Black = No Access
● = last lot blocked
■ = last lot too deep
= = bridge
— No access

NEXT IN LINE
PL-19, 9, 10, 11, 12, 13



22-Oct	U-7, 11	cleaned ditch
3-Nov	U-4	cleaned ditch - could not reach at end
4-Nov	U-4	cleaned ditch
5-Nov	U-2	cleaned ditch
6-Nov	U-2	cleaned ditch
7-Nov	U-2	cleaned ditch
10-Nov	U-7	cleaned ditch
11-Nov	HOLIDAY	
12-Nov	U-7	cleaned ditch
13-Nov	U-9	cleaned ditch
14-Nov	U-9	cleaned ditch
17-Nov	U09	cleaned ditch - a lot of debris and growth
18-Nov	U-9	cleaned ditch
19-Nov	U-9, 16	cleaned ditch and moved material off winrow of U-16
20-Nov	U-9	cleaned ditch - could not reach at end, also road to gates and installed locks when needed
21-Nov	U-16	moved add. Material off winrow and trash run to dump and rode ditches
24-Nov	OFF	
25-Nov	P-12	cleaned ditch and road assigned ditches
26-Nov	OFF	
27-Nov	HOLIDAY	
28-Nov	OFF	
1-Dec	U-13b	cleaned ditch
2-Dec	U-13, PL-13	cleaned ditch
3-Dec	U-14	cleaned ditch and moved material off winrow and machine maintenance
4-Dec	U-14	cleaned ditch and cleaned machine, trash to dump
5-Dec	U-14	cleaned ditch
8-Dec	U-13, U-14	cleaned ditch - too narrow at 99th and Babcock
9-Dec	PL-14	cleaned ditch
10-Dec	PL-13	cleaned ditch West of Willow at end of State Street
11-Dec	U-13	cleaned ditch
12-Dec	PL-19	cleaned ditch E of Willow
15-Dec	PL-19	cleaned ditch until 930am and then drove ditches with Mark and Steve and Jeff
16-Dec	PL-19	cleaned ditch
17-Dec	PL-19	cleaned ditch
18-Dec	PL-19	MACHINE DOWN - measured dirt in pipes and ditch
19-Dec	VACATION	
22-Dec	VACATION	
23-Dec	VACATION	
24-Dec	HOLIDAY	
25-Dec	HOLIDAY	
26-Dec	PL-13	measured dirt in pipes and ditch

FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
January 13, 2026, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

Agenda Item No. H.4: Demand Letters

Background: Upon transition of the district to in-house management, there were outstanding demand letters in the system. These have now been reviewed and consolidated into a master Demand Letter tracking log. The District Manager is now reinspecting those without evidence of the release of a demand letter to ensure violations are still applicable. This will be a standing agenda item moving forward presenting the status of demand letters.

This past month, given other duties of the District Manager, no action has been taken on demand letters beyond additional review of files.

See list of pending demand letters attached.

Request: None, information only.

Fellsmere Water Control District

Demand Letter Tracking LOG

Updated 12.18.25

2022	Failed/Failing Culverts				<i>Italics - letter not sent</i>		
Date	Name	Address	Street	Ditch	Driveway/Secondary	Mailed out date	Status
12/12/2022	Sandra Lane		91st	17	Secondary - Under Road		TBD
10/19/2022	Hatel Patel		89th	18	Driveway		TBD
9/19/2022	William E. Ellis	13450	99th	P-13	Driveway	9/22/2022	TBD
9/20/2022	Sharon Decker	14655	97th	P-14	Secondary - Under Road	9/22/2022	TBD
9/19/2022	Miguel Naranjo	13170	85th	P-20	Driveway	9/22/2022	TBD
9/19/2022	Jenna B. Dean	12875	83rd	P-21	Secondary - Under Road	9/22/2022	TBD
9/19/2022	Carl Reis	13510	83rd	P-21	Secondary - Under Road	9/22/2022	TBD
9/21/2022	Jenna Dean	12875	83rd	P-21	Secondary - Under Road		TBD
9/19/2022	Jacob Travis Fretwell	13950	81st	P-22	Secondary - Under Road	9/22/2022	TBD
9/21/2022	William A Cotgreave	13625	79th	P-23	Secondary - Under Road	9/22/2022	TBD
9/21/2022	Christopher A. Worthen	14035	79th	P-23	Secondary - Under Road	9/22/2022	TBD
9/13/2022	William H. Gregory	13790	77th	P-24	Secondary - Under Road	9/22/2022	TBD
10/17/2022	Daniel Allen	14855	89th	U-18	Driveway		TBD
2023	Failed/Failing Culverts				<i>Italics - letter not sent</i>		
Date	Name	Address	Street	Ditch	Driveway/Primary/Secondary	Mailed out date	Status
3/21/2023	Thomas Whittington	12750	79th	P-23	Driveway		TBD
8/1/2023	Albert Hadden Jr.	13955	81st	P-22	Driveway	8/1/2023	resolved
	Roderick Martin Weller	12800	81st	P-22	Driveway		TBD
	Clarence E. Hullfish	12490	81st	P-22	Driveway		TBD
	Jeanne B. Harkness	124 ???	81st	P-22			TBD
	Jay Axelrod	13520	81st	P-22	Shares culvert with 13480 81st st		TBD
	Sheila Gannon	13750	81st	P-22			TBD
	Kolyouchev Roumen Gueorgu	13830	81st				TBD
8/1/2023	Christine Ferguson	13805	83rd	P-21	Driveway	8/1/2023	TBD
8/1/2023	William Emick Jr.	13750	83rd	P-21	Driveway	8/1/2023	resolved
8/8/2023	Peter Ciechanowski	13850	83rd	P-21	Secondary Drain	8/8/2023	TBD
	Isaias and Elda Gamez	13055	83rd	P-21	Driveway		TBD
	William B. and Karen A. Chesl	12820	83rd	P-21	Driveway		TBD
		12440	83rd	P-21	Driveway		TBD
	Jose R. and Johana Avila	12320	83rd	P-21	Driveway (east access)		TBD
	Cheryl Shambora and Decarli	13151	83rd	P-21			TBD
	Bruce E. (Le) Jones	13295	83rd	P-21			TBD
	Rick J. and Tania A. Hill	13475	83rd	P-21			TBD
	William Burdette	13575	83rd	P-21			TBD
	Victor G. and Linda D. H. Bort	13855	83rd	P-21	Driveway		TBD
	John Chiaraluce	13925	83rd	P-21	Driveway		TBD
		13355 +/-	83rd		Driveway		TBD
	Jaime and Blanca Zamarripa	13310	85th	P-20	Driveway		TBD
	April Holton	12680	85th	P-20	Driveway		TBD
	Travis and Jessica Hullfish	12890	85th	P-20	permit status?		TBD
		13210 +/-	85th		Unpermitted?		TBD
8/1/2023	Bryan & Amy Chisholm	13685	87th	P-19	Driveway	8/1/2023	TBD
8/1/2023	Bryan Hosack	13805	87th	P-19	Driveway	8/1/2023	resolved
8/1/2023	Julio & Jeanie Pineiro	13205	87th	P-19	Driveway	8/1/2023	TBD
	Lino E. Luna	12725	87th	P-19	Driveway (shares w/ 12795 87th)		TBD
	Jesus Hernandez-Serrato	12795	87th	P-19	Driveway (shares w/ 12725 87th)		TBD
	Jesus and Maria C. Hernandez	12705	87th	P-19	Driveway (shares w/ 12715 87th)		TBD
	Altayeb and Ahlam Shehadeh	12715	87th	P-19	Driveway (shares w/ 12705 87th)		TBD
		12550 +/-	87th		Driveway		TBD
9/13/2023	Ronald & Diane Mcney	12580	89th	P-18	Secondary Drain		resolved
	Charles E. Smith, Jr.	12225	91st	P-17	Driveway		TBD
	Charles Jason Cooper	12555	91st	P-17	Driveway		TBD
	John E. and Mary B. Wilson	12727	91st	P-17	Driveway		TBD
	Martin Family Survivors Trust	12875	91st	P-17	Driveway		TBD

2024							
Failed/Failing Culverts							
Date	Name	Address	Tract	Ditch	Driveway/Secondary	Mailed out date	
1/26/2024	Arthur Richard Lyman	13620	81st St.	PL-22	Driveway (shared w/ 13570 81st)	Sent 1/26/24	TBD
1/26/2024	John W. Anderson	13280	81st St.	PL-22	Endwall (shared w/ 13410 81st)	Sent 1/26/24	resolved
1/26/2024	Roger C., Jr. & Carolyn K. Payt	13410	81st St.	PL-22	Endwall (shared w/ 13280 81st)	Sent 1/26/24	resolved
1/26/2024	Barry Anthony & Cynthia S. L.	12620	81st St.	PL-22	Endwall	Sent 1/26/24	TBD
1/26/2024	Bridgette I. and John P. Christ	13570	81st St.	PL-22	Driveway (shared w/ 13620 81st)	Sent 1/26/24	TBD
2025							
Failed/Failing Culverts							
Date	Name	Address	Tract	Ditch	Driveway/Secondary	Mailed out date	
1/3/2025	Mesa Motocross	9805	Mesa Pk BLvd	P-14	unpermitted modifications	1/3/2025	tolled for new development
5/12/2025		opp 12555	79	P-23	Dirt plug due to sec drain		TBD
5/12/2025		12420	79	P-23	Failing Endwall		TBD
5/12/2025		12350	79	P-23	DW runoff into sublat		TBD
5/12/2025	Jay Axlerod	13520	81	P-22	Failing DW		TBD
5/12/2025		13055	83	P-22	Failing Endwall		TBD
5/12/2025		13625	83	P-22	Shoal due to sec. drain		TBD
5/12/2025	Brett Steinwand	13695	83	P-22	Failing DW		TBD
5/12/2025	Jennifer Collado	13680	85	P-20	failing DW		TBD
5/12/2025		13920	85	P-20	failing DW		TBD
5/12/2025		opp 13155	85	P-20	New DW		TBD
5/12/2025	Burgess Chapman, IV	13910	87	P-19	Failing DW		TBD
5/12/2025	Michael Grant	13580	87	P-19	Sec. Drain unpermitted		TBD
9/22/2025	Paul Coiner	14355	87	U-19	rusted out culvert		TBD
9/22/2025	Charles Smith, Jr.	12225	91	P-17	unpermitted replacement		TBD
10/20/2025		12890	91	P-17	failed secondary drain pipe		TBD
10/20/2025		E of 14950	93	U-16	failed endwall		TBD
10/21/2025		14480	95	U-16	failed DW pipe near 14480		TBD
10/22/2025		14550	95	U-16	failed pipe		TBD
10/22/2025	Roy Lantz	14350	97	U-14	open swale connection		TBD
10/20/2025		14350	97	U-14	swale connection		TBD
11/17/2025	Tim Gravenbauer	13720	101	P-12	failed secondary drain pipe		TBD
9/22/2025		12866	105	P-10	6.2024 new drains not to standard		TBD
10/22/2025		OPP 13850	105	P-10	swale connection		TBD
10/20/2025		13255	105	P-10	swale connection		TBD
10/20/2025		12886	105	P-8	swale connection		TBD
11/17/2025		13890	107	P-9	cleared far bank trees		TBD
11/17/2025		13950	107	P-9	failed DW		TBD
10/22/2025			109	8	2 open swale connections		TBD
10/20/2025			109	16	swale connection		TBD
10/20/2025		OPP 13850	109	P-8	swale connection		TBD
11/17/2025		opp Tool Guy	109	P-8	open swale connection		TBD
11/17/2025		13950	109	P-8	failed DW		TBD
11/17/2025		E of 13685	111	P-7	open swale connection		TBD
circa 2015	Shrimp Farm			U-23	unpermitted operations		TBD
9/24/2025	Ritenour	14000	119	P-3	Far Bank Clearing	9/24/2025	no action
9/24/2025	Smith	12225	91	P-17	Driveway	9/24/2025	no action
10/27/2025	Carpenter	14950	93	U-16	Endwall	10/27/2025	no action
10/27/2025	Jenkins	14800	93	U-16	Endwall	10/27/2025	Extended to March 2027
10/27/2025	Stephen	12880	91	P-17	Secondary Drain	10/27/2025	no action
10/27/2025	Roy	14550	95	U-15	Driveway + cleared far bank	10/27/2025	permit issued
10/27/2025	Tanner	15050	95	P-17	Endwall	10/27/2025	Void and change to monitor

FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
January 13, 2026, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

Agenda Item No. K.1: Amend Application Form & District Policies

Background: At the December 2025 Special Board of Supervisor meeting, the Board approved some limited changes to policies that should now be reflected on the Fellsmere Water Control District (FWCD) permit application form. Various revisions to the Standard Provisos and Permit Policies are proposed as shown on the attached track change permit form.

Request: The Board of Supervisors is requested to approve Resolution 2026-03 containing by reference the amended permit form, Standard Provisos and Permit Policies and to authorize District Manager to amend form from time to time to provide current list of local surveyors and contractors that may be able to assist landowners in permitted projects.

FELLSMERE WATER CONTROL DISTRICT
SPECIAL BOARD MEETING
January 13, 2026, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

Agenda Item No. K.2: District Contraction

Background: At the December 2025 Special Board of Supervisors' Meeting, the Board approved continuing to explore the concept of contracting the district with Fellsmere Joint Venture (FJV) owned lands (and related property) separating from the FWCD with the balance of the district (East Unit gravity basin) becoming a Dependent District with Indian River County being in charge. In addition, FJV would also seek the creation of a new 298 district over the FJV lands. Each district would be independent of the other and have its own Board of Supervisors. At the December meeting, the Board was provided the current draft of the legislation for these actions noting that the language may be amended as the bills work through the committee process.

A new Legislative Delegation meeting is being scheduled – date unknown at this time. The final date for local delegation action is January 9th to enroll the bill for formal consideration.

At the December Board meeting, the Board authorized Supervisor Parentela as a Board representative and Karen Ledford as a landowner representative to meet with the County as needed to ensure their data needs are met and to report to the Board on their meeting summaries.

Per a prior meeting of parties in early December at the County, reference was made to the need for future interlocal agreements between the two districts to address shared interests such as canal maintenance.

Request: Provide update as available.

FELLSMERE WATER CONTROL DISTRICT
SPECIAL BOARD MEETING
January 13, 2026, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

Agenda Item No. K.3: Annual Sublateral Maintenance

Background: The FWCD released a bid for annual sublateral maintenance in November 2025. Bids were opened on January 6th. Due to the agenda release schedule, the results of the bid tabulations will be provided as a supplement to the agenda prior to the meeting.

At the December 2025 Board Special Meeting, the Board of Supervisors directed that the funds be used to first address the critical ditches from along Park Lateral from 107th Street to 89th Street since these sublaterals drain the highest concentration of population in the district and are generally in the worst conditions. Work of the contractor will be supplemented with the in-house operator to ensure these sublaterals are fully maintained to the extent possible. If funds remain, priority will be set through further coordination with the Board of Supervisors.

Expected work along the noted sublaterals will include in-house operator installing sumps, removing debris, and removing dirt within the sublateral to the desired profile. Contractor will address bank stabilization, tree grinding, and selective clearing.

Request: Award Contract (attached) to lowest responsive bidder.

**AGREEMENT BETWEEN THE FELLSMERE WATER CONTROL DISTRICT
AND**

This Agreement ("Agreement") is effective as of the ____ day of _____ 20__
by and between:

Fellsmere Water Control District, a local unit of special-purpose government created and existing pursuant to Chapter 298, *Florida Statutes*, being situated entirely within Indian River County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 ("District"); and

_____,
whose address is _____,
(hereinafter "Contractor", together with District, "Parties").

RECITALS

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

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

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide Annual Maintenance Services; and

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

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide Annual Maintenance Services within presently accepted standards and in accordance with the service specifications

attached hereto as **Exhibit A**. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A** upon receipt of a signed Work Order. The District expects to release annual maintenance work through a series of work orders encompassing parts of the overall Annual Maintenance Services scope of work.

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

C. The Contractor shall provide the Services as shown in **Exhibit A** of this Agreement upon receipt of a signed Work Order. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

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

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform the Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

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

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

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

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

(2) Upon request by the District Manager or his or her designee, the Contractor

agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

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

SECTION 4. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor in accordance with Work Orders issued pursuant to the Contract. The value of each work order and the compensation for the services related to each Work Order shall be based on the unit prices set forth in the contract the number of such units performed.

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

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

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

SECTION 5. INSURANCE.

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

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

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

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

SECTION 6. INDEMNIFICATION.

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

B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any

person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

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

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement without cause by providing sixty (60) days' written notice of termination to the District. The Contractor can terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

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

With a copy to: Lewis, Longman & Walker, P.A.
c/o Seth Behn, Esq.
360 S Rosemary Ave. Suite 1100
West Palm Beach, FL 33401
Attn: District Counsel

B. If to the Contractor:

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

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

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Indian River County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Mark Mathes** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS 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

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

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

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

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

SECTION 29. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate

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

SECTION 30. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, Florida Statutes, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 31. 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.

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

[Remainder of this page intentionally left blank]

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

Attest:

FELLSMERE WATER CONTROL DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

(Contractor)

Witness

By: _____
Print: _____
Its: _____

Print Name of Witness

EXHIBIT 'A' – SCOPE OF WORK
Fellsmere Water Control District Annual Maintenance

Contractor shall furnish all materials, personnel and resources necessary to provide annual sublateral right-of-way maintenance more fully described in this Exhibit "A" in the Fellsmere Water Control District in Indian River County, Florida. All work shall be authorized by task orders by the District Manager. Not all items are guaranteed to be authorized during any one fiscal year.

Mechanical removal of aquatic vegetation

Mechanically remove aquatic vegetation from bottom of sublateral and dispose of waste material on top of bank.

Pay Item – per linear feet of sublateral.

Conditions of aquatic vegetation within sublaterals will vary from one location to the next and by season of the year. Bid shall be for entire length of all sublaterals regardless of initial or future condition. Certain sublaterals near their outfall to a canal may require longer reach to complete this item at those locations. FWCD's Caterpillar M320 with 30' arm is not able to reach these locations. Contractors to familiarize themselves with the initial sublateral conditions.

Sublateral profile

Remove shoals, muck and other high points from the sublaterals to ensure positive drainage slope throughout via a uniform grade from one pipe invert to the next.

Pay Item – NONE

This work is to be compensated as part of the **Mechanical removal of aquatic vegetation** line item. Certain sublaterals near their outfall to a canal may require longer reach to complete this item at those locations. FWCD's Caterpillar M320 with 30' arm is not able to reach these locations. Contractors to familiarize themselves with the initial sublateral conditions.

Sumps

Contractor to install a 15' long by 1' deep sump (width to be 75% of canal bottom) at each end of every driveway/road pipe that exists to date. Sump material to be placed along top of bank in vicinity of driveway/road. See Sump Detail.

Pay Item – each.

Sumps shall be paid for each sump installed and the work shall be done in concert with **Mechanical removal of aquatic vegetation** and **Sublateral profile**. Certain pipes near the sublaterals outfall to a canal may require longer reach to complete this item at those locations. FWCD's Caterpillar M320 with 30' arm is not able to reach these locations.

Overhanging limbs and other ditch obstructions

Grind back overhanging limbs and other ditch obstructions that preclude access for mechanical removal of aquatic vegetation and aquatic spraying and allow mulched byproducts to fall within the sublateral.

- Limbs shall be ground back to far-side water's edge and from bottom of sublateral to a height if 15'.

EXHIBIT 'A' – SCOPE OF WORK
Fellsmere Water Control District Annual Maintenance

- Large limbs that are otherwise ground free of obstruction may remain if the limb itself does not preclude access for cleaning or spraying.
- Palm Trees within bottom of sublateral or within 1' of bottom of ditch or existing on the maintenance side of the sublateral shall be ground flush with ground.
- Saplings and woody bushes on maintenance side of sublateral shall be ground to a height of less than 4" to allow for future mowing.

Pay Item – per acre of sublateral addressed.

Pay item acreage is obtained from taking the length of the far bank containing overhanging limbs times 15' (average depth of bank). Conditions of overhanging trees within sublaterals will vary from one location to the next. See Map of Overhanging Limbs that provides an estimate of the length of the sublateral to be addressed. Certain sublaterals near their outfall to a canal may require longer reach to complete this item at those locations. FWCD's Caterpillar M320 with 30' arm is not able to reach these locations. Contractors to familiarize themselves with the initial sublateral conditions.

Mowing

Sublaterals shall be mowed twice per year generally in November/December and May/June. Mowing shall include top of bank and to the water's edge along the near side sublateral bank. Contractors shall not be required to mow to water's edge along the last lot on each sublateral due to the depth of such sublaterals. At least two passes are expected to reach water's edge along most sublateral banks. Only one pass is required along top of bank where a defined road exists. Where no defined road exists, two flat top mow passes shall be required. Mowing shall reduce the height of grass to no more than 6" and should be able to mow woody material to a diameter of at least 2".

Pay Item – per linear feet flat top.

- per linear feet slope

See Sublateral Spraying/Mowing Quantity sheet for areas to be mowed and noting defined and undefined roads. Water's edge is 15' on average below top of bank.

Spraying

Aquatic vegetation within sublaterals shall be sprayed twice per year generally in the months of December/January and June/July. Spraying shall be the full and complete responsibility of the Contractor. The Contractor must be familiar with the type and extent of aquatic weeds to be addressed and shall be solely responsible for selecting the required treatment method and materials. Spraying shall not be applied to bank slopes.

Pay Item – per linear feet of sublateral.

See Spraying/Mowing Quantity sheet for areas to be sprayed. Sublateral bottoms are on average 10 feet wide. Canal bottoms are an average of 40 feet wide.

EXHIBIT 'A' – SCOPE OF WORK
Fellsmere Water Control District Annual Maintenance

Clearing

Includes removing all shrubs, trees, and palms of all sizes. Clearing may be assigned for top paths (generally 25' wide), near side banks and far side banks. Length will vary for each assigned clearing Work Order. Clearing may be by forestry mulching or heavy clearing. Forestry mulching byproducts may remain where they fall. If heavy clearing is utilized, all material can be placed at a FWCD Disposal Site (see FWCD Site Map). For flat tope clearing, regrade 25' wide path, if required, to ensure positive slope away from top of bank. Sod shall be placed over all disturbed areas. Final ground shall be capable of being driven over by a standard pick-up truck. For near or far bank clearing, the length shall be as assigned and the width shall be the actual width or 15' minimum width, whichever is greater.

Pay Item – acre.

Areas to be cleared are generally the last lot on each sublateral. In some locations, the clearing is the near-side bank with too many and too large of trees to grind. These areas will be paid for the overall length of tree line times 15' in width.

Spoil Transport

Includes collecting spoil from **Mechanical removal of aquatic vegetation** and lawfully disposing of such material.

Pay Item – LF

This item is for special assignments and will be performed at the request of the FWCD depending upon cost of item and available funds.

Emergency Bank Restoration

Includes placing fill along eroding banks to restore bank to pre-existing slope by using existing dirt in ditch bottom and in general vicinity of bank erosion with compaction performed with back of excavator bucket.

Pay Item – each.

This item is for special assignments and will be performed at the request of the FWCD. There are no details or other specifications for emergency bank restoration.

Bank Restoration

Includes placing fill along bank slope to restore slope to minimum 0.5:1 slope with use of geofabric and placement of pinned sod over finished grade. Loading and transportation of fill paid under separate line item.

Pay Item – square feet of bank restoration.

See Bank Restoration Detail

for bidding purposes. Minimum assigned length shall be 20' with an average bank depth of 15'.

EXHIBIT 'A' – SCOPE OF WORK
Fellsmere Water Control District Annual Maintenance

Fill Loading and Transport

Includes loading suitable fill from FWCD stockpiles into Contractor's truck(s) and transporting fill to intended location.

Pay Item – cubic yard

This item is for special assignments and will be performed at the request of the FWCD. Its use is expected to run in concert with Bank Restoration when suitable material is not available in the vicinity of the bank restoration or otherwise not provided by others. Fill material is stockpiled east of CR507 at the C-54 canal. See FWCD site map for graphic depiction of fill location.

Culvert Flushing

Includes removing sediment from culvert pipes within sublaterals. Method of sediment removal to be determined by Contractor. Spoil may be discarded at the debris sites reflected on the Map of District.

Pay Item – linear feet of pipe per pipe size 24", 30", 36", 42", 48", 54", 60", 66" and 72"

This item is for special assignments and will be performed at the request of the FWCD.

Bull-Dozer Maintenance Path Restoration

Includes restoring a 25' wide path from top of bank adjacent to canals or sublaterals by bull-dozing overgrowth and any dirt piles, logs, stumps, or other debris to outside of the 25' maintenance path and then ensuring positive slope away from top of bank.

Pay Item – linear feet of maintenance path.

This item is for special assignments and will be performed at the request of the FWCD. Payment will be for entire length of assigned canal or sublateral regardless of the presence of obstructions or not.

Emergency On-Call

Contractors shall be on call for emergencies to address **Culvert Flushing, Bank Restoration, and Overhanging limbs and other ditch obstructions.**

Pay Item – Percentage increase to noted line items for after hour emergency calls.

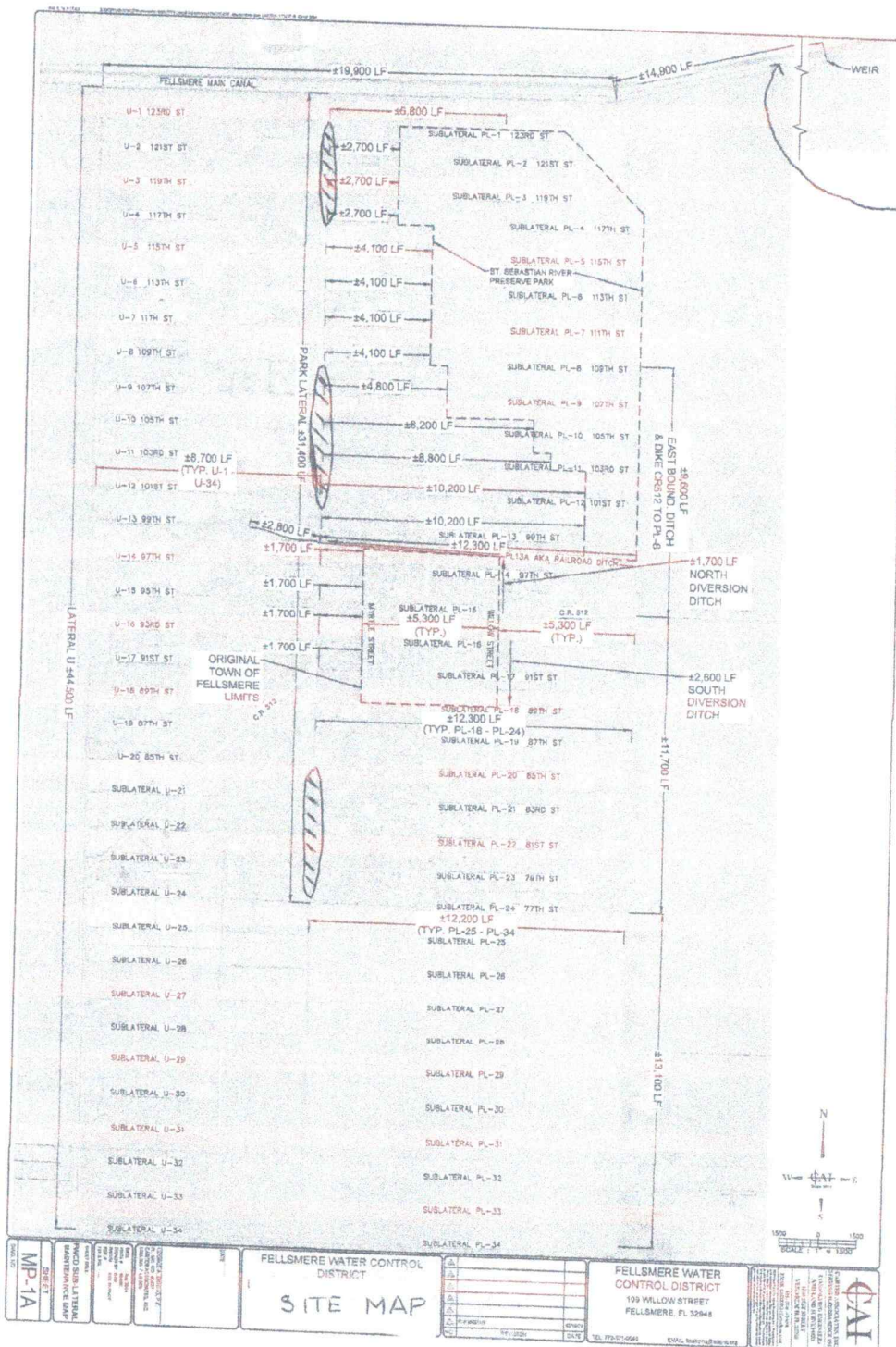
This is a mandatory requirement for any Contractor who bids on **Culvert Flushing, Emergency Bank Restoration, Bank Restoration, Fill Loading and Transport, and Overhanging limbs and other ditch obstructions.**

Future Year Escalation

A three year contract is being offered. This line item is to allow Contractors to note price adjustment for year 2 and 3 of contract.

Pay Item – Percentage increase to line items for year 2 and 3 of contract.

This is a mandatory requirement for any Contractor who bids; however, the escalation factor can be as low as '0%' and a maximum of 3% and can vary by line item.



- Debris laydown areas along 141st Ave.
1. South of 85th
 2. Between 99th and 109th
 3. Between 117th and 122nd
- Debris must not be closer than 25' feet to road or Top of bank

GENERALLY FLAT R.O.W IS TO BE MOWED
TWICE A YEAR PER CONTRACT
NOTE:
1. CUT HEIGHT AFTER MOWING
TO BE 4" TO 6"

WIDTH VARIES
(1 PASS)

DEPOSIT VEGETATION AND SOIL
REMOVED FROM CANAL BOTTOM
(STRADDLE TOB AND SLOPE)

CANAL BANK IS TO BE MOWED TO
WATERS EDGE TWICE A YEAR PER
CONTRACT
NOTE:
1. AVERAGE 15' CUT WIDTH
2. CUT HEIGHT AFTER MOWING
TO BE 4" TO 6"

15' WIDTH (AVERAGE)
2 PASSES

SLOPE VARIES

FAR BANK
DO NOT DISTURB

REMOVE AQUATIC
VEGETATION

CANAL

EXCAVATE SAND BAR &
RE-GRADE CANAL BOTTOM

NOTES:

1. MOWING EQUIPMENT SHALL NOT RUT, SCAR OR DAMAGE THE CANAL TOP OF BANK OR SLOPES. ANY DAMAGE CAUSED SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
2. FLOATING VEGETATION AND DEBRIS SHALL NOT BE PUSHED DOWNSTREAM OR ALLOWED TO ACCUMULATE AT STRUCTURES, CULVERTS, OR OUTFALLS.
3. WORK SHALL BE PERFORMED DURING NORMAL WORKING HOURS UNLESS OTHERWISE APPROVED BY THE DISTRICT.
4. ACCESS ROUTES, STAGING AREAS, AND WORK ZONES SHALL BE RESTORED TO PRE-WORK CONDITIONS UPON COMPLETION OF MAINTENANCE ACTIVITIES.
5. SPOIL SHALL BE DEPOSITED STRADDLING TOB AND SLOPE AND TO BE TAMPED DOWN AND SPREAD ALONG TOB TO MAINTAIN PILE HEIGHT.

**CULPEPPER &
TERPENING INC**

2960 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

DETAIL: 1

FELLSMERE
WATER CONTROL DISTRICT

SUBATERAL CANAL MAINTENANCE

YEAR 2026 TYPICAL MAINTENANCE SECTION

JOB NO: 25-071.002

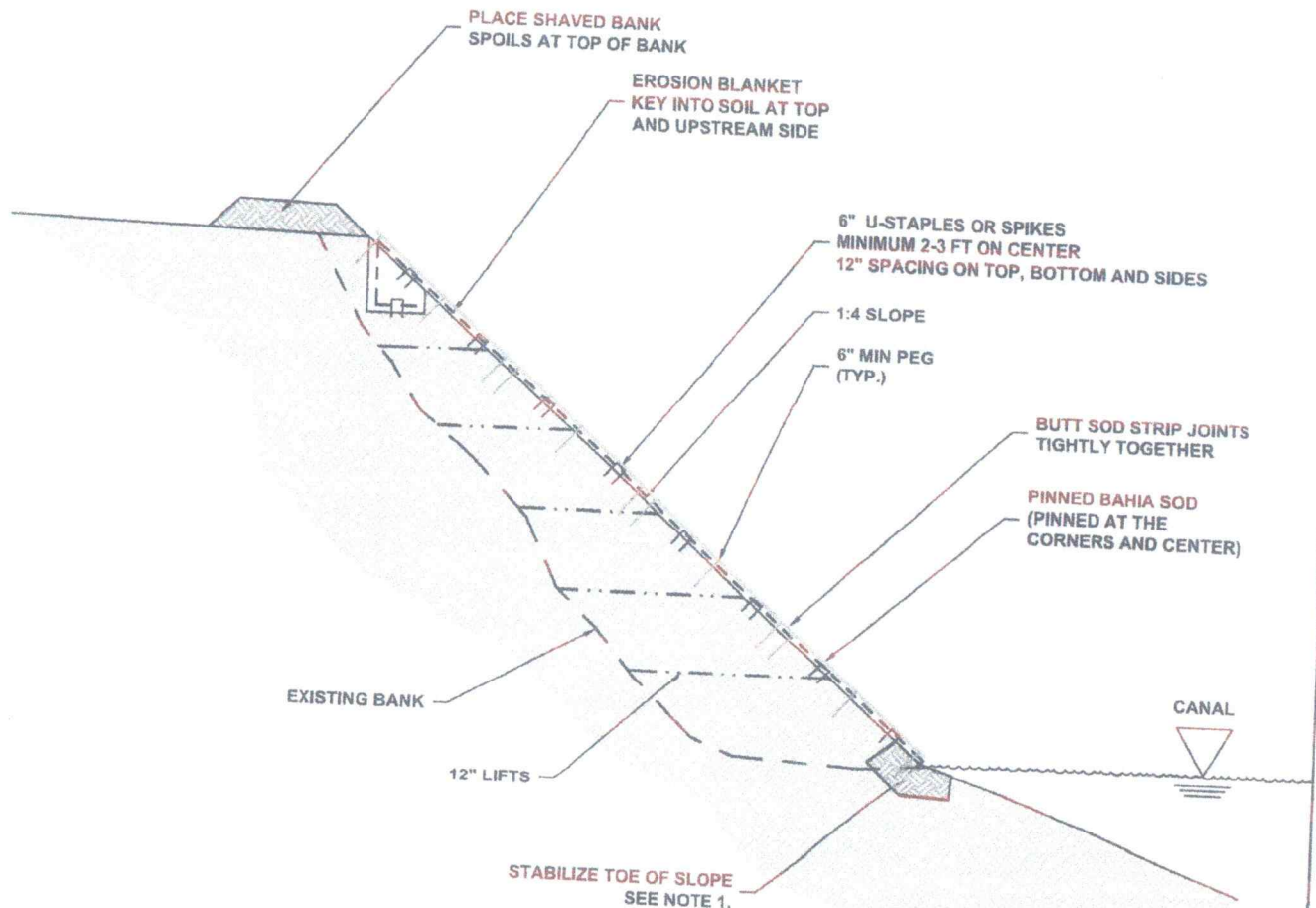
SCALE: N.T.S

DRAWN BY: A.WILLIAMS

DATE: 10/17/2025

INSTALLATION NOTES:

1. DIG A SHALLOW 6 INCH WIDE BY 6 INCH DEEP TRENCH ALONG THE TOP OF THE SLOPE AND UPSTREAM EDGE OF FABRIC.
2. PLACE THE EDGE OF BLANKET IN THE TRENCH; SECURE EVERY 12 INCHES AND BACKFILL.
3. PLACE THE BLANKET OVER THE BED AND ANCHOR USING STAPLES OR OTHER STAKES TO ANCHOR THE BLANKET EVERY 2-3 FEET ON CENTER IN A DIAMOND PATTERN.
4. STAPLE THE TOP, BOTTOM AND SIDES EVERY 12" MINIMUM.
5. UPSTREAM AND DOWNSTREAM BLANKETS SHALL OVERLAP AT LEAST 12".



NOTES:

1. REMOVE EXISTING SOIL FROM PROPOSED TOE OF SLOPE TO A MINIMUM OF 6 INCHES INTO EXISTING BANK TO A DEPTH OF 12 INCHES AND FILL WITH COMPACTED SOIL (SEE NOTE 2).
2. SOILS SHALL BE COMPACTED TO NOT LESS THAN 95 PERCENT OF THE MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH MODIFIED (ASTM D-1557) PROCTOR DENSITY
3. REMOVE ALL VEGETATION FROM EXISTING SLOPED BANK.
4. PLACE SUCCESSIVE 12 INCH LIFTS OF COMPACTED SOIL (SEE NOTE 2) EXTENDING FROM PROPOSED SLOPE/BANK TO EXISTING BANK.
5. SHAVE COMPACTED SOIL (SEE NOTE 2) TO FINAL DESIRED SLOPE.
6. PLACE ALL SOILS ON TOP OF BANK AS BERM.

CULPEPPER & TERPENING INC

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
 PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
 STATE OF FLORIDA BOARD OF PROFESSIONAL
 ENGINEERS AUTHORIZATION NO. 4286

DETAIL: 2

FELLSMERE
 WATER CONTROL DISTRICT

BANK RESTORATION

VEGETATED EROSION CONTROL BLANKET

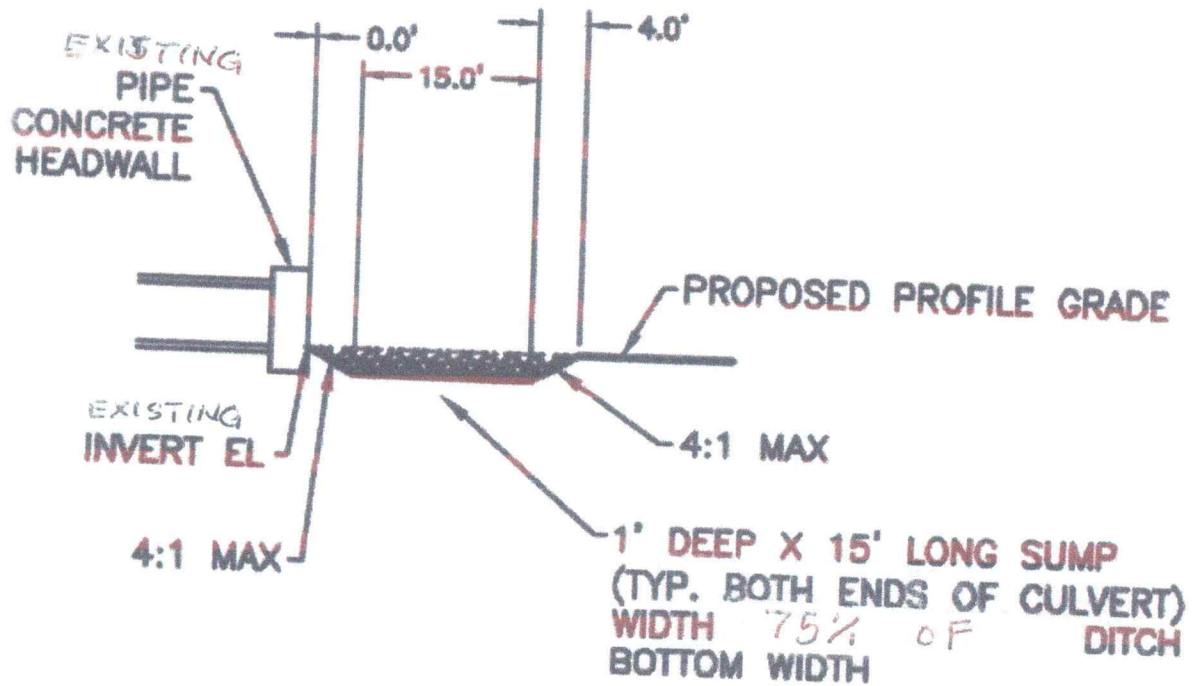
JOB NO: 25-071.002

SCALE: N.T.S

DRAWN BY: AWILLIAMS

DATE: 10/16/2025

P:\Proj-2025\25-071.002 FWCD - Standard Details for Maintenance\Eng\25-071.002 FWCD General Maintenance Guide Detail.dwg 10/17/2025 10:03:46 AM



FELLSMERE
WATER CONTROL DISTRICT

SUMP DETAIL

YEAR 2026 TYPICAL MAINTENANCE SECTION

JOB NO: ~~25-071.002~~

SCALE: N.T.S.

DRAWN BY: ~~MAINTENANCE~~

DATE: 10/16/2025

Fellsmere Water Control District - Spraying/Mowing - Phase 1

Average width of water surface = 10'

SUB-LATERAL NAME & DESCRIPTION	LF	MILES	One Pass Top (Defined Road) LF	Two Pass Top (Undefined Road) LF	No Access to Mow or Spray LF
PL-1: Park Lateral to west limits of the SJRWMD Land	6,800	1.29	5,800	1,000	-
PL-2: Park Lateral to the west limits of the SJRWMD Land	2,700	0.51	2,500	-	200
PL-3: Park Lateral to the west limits of the SJRWMD Land	2,700	0.51	1,400	650	650
PL-4: Park Lateral to the west limits of the SJRWMD Land	2,700	0.51	1,800	900	-
PL-5: Park Lateral to the west limits of the SJRWMD Land	4,100	0.78	1,300	2,100	700
PL-6: Park Lateral to the west limits of the SJRWMD Land	4,100	0.78	3,400	-	700
PL-7: Park Lateral to the west limits of the SJRWMD Land	4,100	0.78	1,700	1,000	1,400
PL-8: Park Lateral to the west limits of the SJRWMD Land	4,100	0.78	3,600	-	500
PL-9: Park Lateral to the west limits of the SJRWMD Land	4,800	0.91	4,200	1,300	570
PL-10: Park Lateral to the west limits of the SJRWMD Land	8,200	1.55	7,700	200	300
PL-11: Park Lateral to the west limits of the SJRWMD Land	8,200	1.55	7,900	-	300
PL-12: Park Lateral to the west limits of the SJRWMD Land	10,200	1.93	9,600	-	600
PL-13: Park Lateral to the west limits of the SJRWMD Land	10,200	1.93	8,000	700	1,500
PL-13A: Park Lateral to Ditch U-13	15,100	2.86	-	15,100	-
PL-14: Park Lateral to the east boundary of the FWCD	12,300	2.33	11,000	1,300	-
PL-15: Park Lateral to the east boundary of the FWCD	12,300	2.33	3,300	4,000	1,200
PL-16: Park Lateral to the east boundary of the MCD	12,300	2.33	10,600	1,400	300
PL-17: Park Lateral to the east boundary of the MCD	12,300	2.33	9,800	2,000	500
PL-18: Park Lateral to the east boundary of the FWCD	12,300	2.33	11,700	400	200
PL-19: Park Lateral to the east boundary of the FWCD	12,300	2.33	12,100	-	200
PL-20: Park Lateral to the east boundary of the FWCD	12,300	2.33	11,800	400	100
PL-21: Park Lateral to the east boundary of the FWCD	12,300	2.33	12,000	-	300
PL-22: Park Lateral to the east boundary of the FVvCD	12,300	2.33	11,800	-	500
PL-23: Park Lateral to the east boundary of the FWCD	12,300	2.33	12,000	-	300
PL-24: Park Lateral to the east boundary of the FVvCD	12,300	2.33	11,800	-	500
U-1: Lateral U to Park Lateral	8,700	1.65	2,800	5,400	500
U-2: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-3: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-4: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-5: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-6: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-7: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-8: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-9: Lateral U to Park Lateral	8,700	1.65	8,600	-	100
U-10: Lateral U to Park Lateral	8,700	1.65	5,500	-	3,200
U-11: Lateral U to Park Lateral	8,700	1.65	-	6,800	1,900
U-12: Lateral U to Park Lateral	8,700	1.65	-	8,700	-
U-13: Lateral U to Park Lateral	8,700	1.65	6,200	2,400	100
U-13b: Lateral U to Park Lateral	2,000	1.65	3,000	-	5,700
U-14: Lateral U to Park Lateral	8,700	1.65	-	-	2,000
U-15: Lateral U to Park Lateral	8,700	1.65	3,900	4,400	400
U-16: Lateral U to Park Lateral	8,700	1.65	8,600	-	100
U-17: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-18: Lateral U to Park Lateral	8,700	1.65	7,600	1,000	-
U-19: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-20: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
TOTAL	399,300	76.95	305,500	65,650	25,520

Fellsmere Water Control District - Spraying/Mowing - Phase 2

Average width of water surface = 10'

SUB-LATERAL NAME & DESCRIPTION	LF	MILES	One Pass Top (Defined Road) LF	Two Pass Top (Undefined Road) LF	No Access to Mow or Spray LF
PL-25: Park Lateral to the east boundary of the FWCD	12,200	0.31	-	12,200	-
PL-26: Park Lateral to the east boundary of the FVVC	12,200	2.31	-	12,200	-
PL-27: Park Lateral to the east boundary of the FWCD	12,200	2.31	-	12,200	-
PL-28: Park Lateral to the east boundary of the FWCD	12,200	2.31	-	12,200	-
PL-29: Park Lateral to the east boundary of the FWCD	12,200	2.31	6,800	5,400	-
PL-30: Park Lateral to the east boundary of the FWCD	12,200	2.31	-	12,200	-
PL-31: Park Lateral to the east boundary of the FVVC	12,200	2.31	-	12,200	-
PL-32: Park Lateral to the east boundary of the FWCD	12,200	2.31	-	12,200	-
PL-33: Park Lateral to the east boundary of the FWCD	12,200	2.31	-	12,200	-
PL-34: Park Lateral to the east boundary of the FWCD	12,200	2.31	-	12,200	-
U-21: Lateral U to Park Lateral	8,700	1.65	-	12,200	-
U-22: Lateral U to Park Lateral	8,700	1.65	-	3,200	5,300
U-23: Lateral U to Park Lateral	8,700	1.65	-	1,900	6,800
U-24: Lateral U to Park Lateral	8,700	1.65	1,200	7,200	300
U-25: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-26: Lateral U to Park Lateral	8,700	1.65	5,400	8,700	-
U-27: Lateral U to Park Lateral	8,700	1.65	-	8,700	-
U-28: Lateral U to Park Lateral	8,700	1.65	-	8,700	-
U-29: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-30: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-31: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-32: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-33: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
U-34: Lateral U to Park Lateral	8,700	1.65	8,700	-	-
TOTALS	243,800	44.20	83,000	153,600	12,400

Fellsmere Water Control District - Spraying/Mowing - Phase 3

Average width of water surface = 40'

LATERAL NAME & DESCRIPTION	LF	MILES	One Pass Top (Defined Road) LF	Two Pass Top (Undefined Road) LF	No Access to Mow or Spray LF
Park Lateral from PL-24 north to Main Canal	31,400	5.95	-	31,400	-
Main Canal from Lateral U to Weir	34,800	6.59	-	34,800	-
TOTALS	66,200	12.54	-	66,200	-

Fellsmere Water Control District - Spraying/Mowing - Phase 4

Average width of water surface = 40'

LATERAL NAME & DESCRIPTION	LF	MILES	One Pass Top (Defined Road) LF	Two Pass Top (Undefined Road) LF	No Access to Mow or Spray LF
Park Lateral from PL-24 south to PL-34	13,100	2.48	-	13,100	-
Lateral U - full length	44,500	8.43	-	44,500	-
TOTALS	57,600	10.91	-	57,600	-

FELLSMERE WATER CONTROL DISTRICT
REGULAR BOARD MEETING
January 13, 2026, at 5:30 P.M.
LOCATION: 22 S. ORANGE STREET, FELLSMERE, FLORIDA

Agenda Item No. L.1: District Management Considerations

Background: If the district split occurs, the current District Manager will transfer to the new Headwaters Water Control District. This item provides a discussion and decision opportunity of the Board of Supervisors regarding changing current district management until the county takes control, assuming the district split is approved.

Options include the following:

- Maintain current management structure;
- Utilize Special District Services or similar management company; or
- Hire a new District Manager.

Maintain Current Management Structure

Costs are reflected in current budget and no transition period required. Current manager does not currently have the trust of a vocal segment of the Landowners.

Utilize Special District Services

See proposal attached for specific services to be provided. Costs are similar to current budgeted amount and should not have meaningful impact on finances. Current Engineering consultants can continue to be utilized to assist management company. One firm will need to be designated as District Engineer if the employee assigned to the District by the management company is not a licensed engineer. This will result in an added budget cost. Transition period required but should be manageable given experience of management company. Special District Services seems to be supported by the vocal segment of the Landowners. Cost and scope are summarized below.

Hire a new District Manager

Although an option, this one is not recommended due to the time to implement and added time for transition.

COST COMPARISON (YEARLY BASIS)

A cost comparison is provided below. No costs presented for Hire New District Manager as this is not likely to be selected due to the time to implement and added time for transition.

Maintain Current Management Structure

5091	Payroll Processing Fee	\$624
5111	Labor	\$104,000
5121	Payroll Taxes	\$7,977
5122	State Retirement	\$39,021
5123	Workers Comp	\$2,100
5037	Transportation	\$3,600
5124	Group Med/Life Insurance	\$28,632
TOTAL		\$185,954

Utilize Special District Services

TOTAL \$184,900

Comprised of the following (see attached Proposal)

A. WORK PROGRAM — Management

Task 1-4. \$30,000 per year, payable in twelve (12) equal monthly payments of \$2,500.

Agenda Item No. L.1: District Management Considerations - continued

Task 5. \$500 per year payable upon the submittal of the final Annual Assessment Roll to the County.

Task 6. \$20,000 per bond issue – not expected to be utilized (not included in total)

Task 7. \$140,000 annually, payable in twelve (12) equal monthly payments of \$11,667.

Task 8. SDS will provide such other services as mutually agreed to by the parties. Compensation shall be in accordance with the terms mutually agreed to by the parties.

B. WORK PROGRAM - VALIDATION

Task 1-4. Master Special Assessment Methodology Report, SDS shall be paid the amount of \$15,000 – not expected to be utilized (not included in total)

REIMBURSEABLE EXPENSES

5037	Transportation	\$3,600
5079	Postage	\$3,600
5090	Copies	\$1,200

DISTRICT ENGINEER

SDS will have to contract to designate a District Engineer with this cost expected to be around \$6,000 to \$12,000 per year. Cost comparison utilized \$6,000.

SDS has expressed a concern in taking over the district if it is only for the period between now and October 1st – the expected effective date of the district contraction – assuming the County will utilize in house staff for management.

Request: At the discretion of the Board of Supervisors



AGREEMENT FOR SERVICES MANAGEMENT AND VALIDATION

This Agreement made and entered this ____th day of _____, 2025 between Fellsmere Water Control District (hereinafter called the **District**) located in Indian River County, Florida (hereinafter called the **County**) and Special District Services, Inc. (hereinafter called **SDS**).

WHEREAS, the primary objective of this Agreement is for **SDS** to provide management, consulting and bond validation services to the **District** acting as an agent of the District as mandated by Chapter 190.007 Florida Statutes; and

WHEREAS, **District** proposes to engage **SDS** to perform the tasks identified herein; and,

WHEREAS, **District** and **SDS** desire to reduce their Agreement to writing, setting forth the services to be rendered by **SDS** to **District** and the compensation to be paid by **District** to **SDS** for services rendered under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

SECTION I — RECITALS

The recitals set forth hereinabove are true and correct and incorporated herein by reference.

SECTION II — MANAGEMENT SERVICES

A. WORK PROGRAM — Management

Task 1. **SDS** will serve as general manager to the **District** and an officer of the **District** and will provide those services necessary for the management and operation of the **District** including, but not limited to, preparation of agendas, legal advertisements, minutes of meetings, preparation and maintenance of mandated **District** website (in accordance with section 189.069, Florida Statutes), including ADA compliance monitoring, communications and coordination with other governmental agencies and **District** professionals, general supervision, and day to day management of the operations of the **District** in accordance with the provisions of Chapters 119, 189, 190 and 298, Florida Statutes. Management of the maintenance of **District** facilities or property is not included in this Agreement and is subject to negotiation if required. (see optional **Task 7.**) **District** Board meetings shall be limited to twelve (12) meetings per year, with additional meetings subject to fees mutually agreed to by both parties.

Task 2. SDS will maintain the **District** books, accounts, records, purchasing procedures and financial reporting procedures, write all checks and prepare financial reports in accordance with District policies and rules and Florida law.

Task 3. SDS will assist the **District** in the selection of professionals, including district counsel, bond counsel, financial advisor and underwriter, or, if directed by the **District**, SDS, as an officer and general manager of the **District** will retain such professionals for the **District** in accordance with terms mutually agreed to by the parties.

Task 4. SDS, as general manager of the **District**, will provide general consulting services to **District** on a continuing basis. Consulting services include, but are not limited to, budgeting, public bidding and competitive negotiation requirements for public works projects, governmental accounting and chart of account requirements, policies and procedures, staffing and personnel requirements, and such other special district services that will need to be addressed in the immediate and long term future.

Task 5. SDS will prepare the annual assessment roll for the submittal to the **County** following adoption by the **District**.

Task 6. SDS will assist the **District** in the structuring or restructuring of bond issue(s) as necessary and agreed to by the **District**. Services include, but are not limited to, assistance in the preparation of the Schedule of Events, the financing plan, the Official Statement and other financing documents. A representative of SDS will be available to testify as an expert witness at any bond validation or other legal proceedings.

Task 7. SDS, if requested, will provide an onsite SDS employee to manage the maintenance of **District** facilities and property.

Task 8. SDS will provide such other services as mutually agreed to by the parties.

B. WORK PROGRAM - VALIDATION

Task 1. SDS will assist **District's** counsel, bond counsel, financial advisor and underwriter in reviewing the Engineers Report that is required for Validation.

Task 2. SDS, upon the request of the **District**, will prepare the Special Assessment Methodology Report that is required for Validation.

Task 3. SDS, upon the request of the **District**, will assist Bond Counsel and District Counsel in preparing for Validation.

Task 4. SDS, if requested, will serve as an expert witness for the Validation hearing.

Upon the completion of the Special Assessment Methodology Report and delivery to the Board of Supervisors of the **District**, payment to SDS for Section III is due and payable. SDS will perform Tasks 3 and 4 of Section III at no additional cost.

SECTION III — COMPENSATION

A. MANAGEMENT SERVICES

Task 1-4. \$30,000 per year, payable in twelve (12) equal monthly payments of \$2,500. Said fee will be increased annually after the first year based on any increase in the Consumer Price Index (CPI) capped at 3% in any one year. The fee for establishing and maintaining the **District** website shall be \$3,000 annually, payable monthly.

Task 5. \$500 per year payable upon the submittal of the final Annual Assessment Roll to the County.

Task 6. The fee for assisting the **District** in preparing and consummating a bond issue shall be a flat fee of \$20,000 per bond issue.

Task 7. The fee for providing an onsite **SDS** employee to manage the maintenance of **District** facilities and property shall be \$140,000 annually, payable in twelve (12) equal monthly payments of \$11,667. Said fee will be increased annually after the first year based on any increase in the Consumer Price Index (CPI) capped at 3% in any one year.

Task 8. This fee will be mutually agreed to by the parties prior to commencement.

B. VALIDATION SERVICES

Task 1. There is no charge for Task 1.

Task 2. Upon the completion of the Master Special Assessment Methodology Report and delivery to the Board of Supervisors **SDS** shall be paid the amount of \$15,000. For each Supplemental Special Assessment Methodology Report, the **SDS** fee shall be \$10,000.

Task 3. There is no charge for Task 3.

Task 4. There is no charge for Task 4.

In addition, for its services as general manager to the **District**, **SDS** shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e., photocopies, postage, long distance telephone calls, mileage, etc.). **SDS** will submit monthly invoices to **District** for work performed under the terms of this Agreement. Payment shall become due and payable within fifteen (15) days of receipt. Compensation for additional services covered under Section II, Task 8, shall be in accordance with the terms mutually agreed to by the parties.

NOTE: There will likely be other costs associated with the management of the **District** such as the Engineer's report, financial advisory fees, legal fees and legal advertising. These functions will be performed by others and are not a part of this agreement.

SECTION V — DOCUMENTS

All documents, maps, drawings, data and worksheets prepared by SDS under this Agreement shall be the property of the **District**, upon payment in full of all fees and costs set forth above.

SECTION VI - TERM OF AGREEMENT

This Agreement shall be continuous beginning with the date the Agreement is signed. Termination of the Agreement shall be available to each party with written notice given sixty (60) days in advance of the intent to cancel. If termination is by the District and not for cause, District will pay SDS through the end of the sixty (60) day termination notice period, plus an additional thirty (30) days, for management fees as stated for Tasks 1-4 of Section IV, in addition to any other fees or costs due hereunder.

If termination is by the District and for cause, this Agreement will terminate immediately without advance written notice. "For cause" termination shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement.

SECTION VII —AMENDMENTS/ASSIGNMENTS

This Agreement represents the entire understanding between the parties.

This Agreement is non-transferable and non-assignable without the express written consent of both parties.

This Agreement may be amended only by a written addendum, addenda or amendment agreed to by both parties.

This Agreement may be executed in counterparts, all of which together shall constitute one Agreement,

This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

SECTION VIII – INDEMNIFICATION

SDS will defend, indemnify, hold harmless the District and its supervisors, officers, staff and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorneys' fees, that the District may hereafter incur, become responsible for, or be caused to pay out, arising out of or relating to, in whole or in part by, SDS's failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of SDS. SDS's payment obligations under this provision is limited to SDS's apportionment of liability. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after SDS has ceased to be engaged under this Agreement.

SECTION IX – COMPLIANCE WITH GOVERNMENTAL REGULATIONS

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

SECTION X – COMPLIANCE WITH PUBLIC RECORDS LAWS

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

IF SDS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, TWODRASKA@SDSINC.ORG, AND 2501 BURNS ROAD, SUITE A, PALM BEACH GARDENS, FLORIDA 33410.

SECTION XI- LIMITS OF LIABILITY

Nothing contained herein shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability contained in section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit

of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION XII - SEVERABILITY

In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court of competent jurisdiction, such unenforceability or invalidity of the particular provision shall not affect the enforceability or validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

SECTION XIII - MISCELLANEOUS

If either party to this Agreement shall institute any suit or legal action to enforce any of the terms or conditions of this Agreement, the substantially prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorney's fees, paralegal fees and expert witness fees and cost for all matters related to such litigation, and any appeal thereto. Venue for any action arising out of this Agreement shall lie in St. Lucie County, Florida.

The **District** acknowledges that **SDS** is an officer and general manager of the **District** and is not an attorney and may not render legal advice or opinions, or a financial advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, and is not engaged to give advice with respect to the issuance of bonds or municipal financial products.

Time is of the essence as to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**FELLSMERE WATER CONTROL
DISTRICT**

**SPECIAL DISTRICT SERVICES,
INC.**

By: _____

By: _____

Printed Name and Title

Date

Todd Wodraska, President

Printed Name and Title

Date