

EAST CHARLOTTE DRAINAGE DISTRICT  
ANNUAL LANDOWNERS'/QUARTERLY MEETING AGENDA  
July 1, 2020, at 9:00 a.m.  
TO BE HELD AT THE CHARLOTTE HARBOR EVENT AND CONFERENCE CENTER  
75 TAYLOR STREET, PUNTA GORDA, FLORIDA  
THIS MEETING IS OPEN TO THE PUBLIC  
District's website: [districtsapecial.org/ecdd](http://districtsapecial.org/ecdd)

BOARD OF SUPERVISORS

Mr. Lenny Lempenau, Supervisor

Mr. Zachary Varner, Supervisor

Mr. David Kemeny, Supervisor

FIELD SUPERINTENDENT

Mr. James Shattles

DISTRICT MANAGER

Ms. Dana Clement

1) PRESIDENT CALLS ANNUAL LANDOWNERS' MEETING TO ORDER

2) PLEDGE OF ALLEGIANCE

3) MEETING ANNOUNCEMENT

Secretary reads notice.

4) ELECTION OF A CHAIRPERSON & SECRETARY TO CONDUCT MEETING

Landowners elect a Chairperson and a Secretary.

5) CALL FOR PROXIES

a) Tabulate-announce results.

b) Chairperson declares a quorum.

6) ELECTION OF A SUPERVISOR

a) Term expiration Mr. Lenny Lempenau.

b) Election of a supervisor.

NOTE: LANDOWNERS CAN PARTICIPATE IN THE ELECTION OF THE SUPERVISOR. AFTER THE ELECTION, BUSINESS WILL BE TRANSACTED BY THE BOARD EXCLUSIVELY.

c) Oath of Office.

7) ADJOURN ANNUAL LANDOWNERS' MEETING

8) PRESIDENT CALLS THE QUARTERLY MEETING TO ORDER

a) President calls the quarterly meeting to order.

b) Election of a new President for the 2020/2021 fiscal year.

c) Comments by new President.

d) Other.

9) OLD BUSINESS

a) Approve the minutes of the June 16, 2020 meeting.

b) Other.

10) SECRETARY/ TREASURER'S REPORT

a) Financial report for the period of June 17,2020 through July 1, 2020.

b) Schedule a special meeting?

EAST CHARLOTTE DRAINAGE DISTRICT  
ANNUAL/QUARTERLY MEETING AGENDA  
JULY 1, 2020

- c) Execution of the Annual Agreement for Field Consulting Services to be performed by JWCD, for ECDD, for fiscal year 2020/2021.
- d) Execution of the Inter-local Agreement (5 years) with Joshua Water Control District.
- e) Execution of the credit line loan documentation for 2020/2021.
- f) Introduction of Mr. Todd Wodraska, President of Special District Services, Inc. Discuss and execute contract with Special District Services and ECDD.
- g) Other.

11) FIELD REPORT

- a) Field report for the months of April, May, and June 2019.
- b) Other.

12) ENGINEER'S REPORT

- a) Annual Engineer's Report.
- b) Other.

13) ATTORNEY'S REPORT

- a) Legislation updates.
- b) Other.

14) BUDGET 2020/2021

- a) Discussion/approval of the draft budget for 2020/2021 fiscal year.
- b) 2020/2021 assessment rates.
- c) Execute the 2020/2021 Assessment Resolution.

15) CALL FOR NEW OR OTHER BUSINESS

- a) Appoint a secretary/treasurer, legal firm, engineering firm, and an auditing firm for fiscal year 2020/2021.
- b) Appoint a Record's Management Liaison Officer (RMLO).
- c) Execution of the Resolution for the Levy & Collection of Non-ad Valorem assessments.
- d) Schedule meeting dates/location for fiscal year 2020/2021.
- e) Execution of the credit line loan documentation for 2020/2021.
- f) Other business.

16) CALL FOR PUBLIC COMMENTS

17) PUBLIC NOTIFICATION

"Pursuant to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made by the District with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

18) ADJOURNMENT

**Sun Newspapers, Classified Advertising**  
23170 Harborview Rd, Port Charlotte, FL 33980

Account: **119664**  
Name:  
Company: **EAST CHARLOTTE DRAINAGE DISTRICT**  
Address: **12008 NE HIGHWAY 70**  
**ARCADIA, FL 34266**  
Telephone: **(863) 494-6118**

Ad ID: **3753161**  
Description: **Mtg 7/01/2020**  
Run Dates: **06/15/20 to 06/22/20**  
Class: **3126**  
Orig User: **MPRESCOTT**  
Words: **75**  
Lines: **23**  
Agate Lines: **26**

**EAST CHARLOTTE DRAINAGE  
DISTRICT (ECDD)  
ANNUAL LANDOWNERS'  
MEETING**

The annual landowners' meeting for ECDD will be held on July 1, 2020, at 9:00 a.m. in conjunction with the scheduled quarterly meeting.

The meetings will be held at the Charlotte Harbor Event and Conference Center, 75 Taylor Street, Punta Gorda, Florida. This meeting is for electing officers and conducting business.

Board of Supervisors  
East Charlotte Drainage District  
Dana Clement 863-494-6118  
Publish: June 15, 22, 2020  
(863)-494-6118

**EAST CHARLOTTE DRAINAGE DISTRICT**  
**BOARD STATUS**  
**ANNUAL LANDOWNERS' MEETING**  
**JULY 1, 2020**

**CURRENT BOARD STATUS**

2017 - 2020	Mr. Lenny Lempenau
2018 - 2021	Mr. Zack Varner
2019 - 2022	Mr. David Kemeny

**ELECTION DATES**

2020	Mr. Lenny Lempenau
2021	Mr. Zachary Varner
2022	Mr. David Kemeny

EAST CHARLOTTE DRAINAGE DISTRICT  
BOARD OF SUPERVISORS  
MEETING MINUTES  
FOR THE MEETING HELD ON  
JUNE 16, 2020, 9:00 A.M.

Website: [districtsapecial.org/ecdd](http://districtsapecial.org/ecdd)

BOARD OF SUPERVISORS

Mr. Lenny Lempenau, President

Mr. Zachary Varner, Supervisor

Mr. David Kemeny, Supervisor

FIELD SUPERINTENDENT

Mr. James Shattles

DISTRICT MANAGER/SEC./TREAS.

Ms. Dana Clement

OTHERS PRESENT

Ms. Melenia Watson

1) PRESIDENT CALLS THE MEETING TO ORDER

Mr. Lempenau calls the meeting to order at 9:18 a.m.

2) PLEDGE OF ALLEGIANCE

3) OLD BUSINESS

a) APPROVE THE MINUTES OF THE JANUARY 21, 2020 MEETING

Ms. Clement submitted the draft minutes for the quarterly meeting held on January 21, 2020, for the supervisors' approval.

Mr. Kemeny motioned to approve the minutes. Mr. Lempenau seconded. Motion passed unanimously.

b, c & d) RATIFY THE CANCELLATION OF THE APRIL 21, 2020, THE TELECONFERENCE SPECIAL MEETING HELD ON MAY 5, 2020 AND APPROVE THE MINUTES OF THE TELECONFERENCE SPECIAL MEETING

Mr. Lempenau made a motion to ratify the cancellation of the April 21, 2020, meeting due to Covid-19, to ratify holding a teleconference special meeting on May 5, 2020, and to approve the minutes of the teleconference special meeting held on May 5, 2020. Mr. Kemeny seconded. Motion passed.

e) MODIFICATION OF THE WATER USE PERMIT (WUP), SWFWMD, FOR ALICO MINING, SECTIONS 26 AND 27, APPROVED

Ms. Clement said that the modification of East Charlotte's water use permit from Southwest Florida Water Management District for the shell mine in Sections 26 and 27, has been approved.

4) SECRETARY/TREASURER'S REPORT

a) RATIFY THE PRESIDENT'S ACTION APPROVING THE AUDIT FOR YEAR ENDING SEPTEMBER 30, 2019

Mr. Kemeny motioned to ratify the audit for year ending September 30, 2020. Mr. Lempenau seconded. Motion passed unanimously.

b) FINANCIAL REPORT FOR JANUARY 22, 2020 THROUGH JUNE 16, 2020

Ms. Clement submitted the financial report for January 22, 2020 through June 16, 2020.

Mr. Lempenau motioned to approve the financial reports. Mr. Kemeny seconded. Motion passed unanimously.

c) NEXT MEETING IS THE ANNUAL LANDOWNERS'/QUARTERLY MEETINGS TO BE HELD ON JULY 1, 2020

d) EXTENTION OF CREDIT LINE

Mr. Lempenau motioned for Ms. Clement to proceed with the paperwork to extend the credit line at First State Bank in the amount of \$100,000.00, for two years instead of one year. Mr. Kemeny seconded. Motion passed unanimously.

e) EGIS INSURANCE & RISK ADVISORS

The supervisors agreed to continue insurance coverage with Egis Insurance and Risk Advisors for the 2020-2021 year.

5) FIELD REPORT

a) FIELD REPORT FOR JANUARY 2020 THROUGH MARCH 2020

Mr. Lempenau motioned to approve the field report. Mr. Kemeny seconded. Motion passed unanimously.

b) UPDATE ON THE CLEANING OF THE SOUTH OUTFALL CANAL

Mr. Shattles said that the South Outfall Canal cleaning is complete.

6) OTHER BUSINESS

a) BERMONT PROPERTIES LETTER MODIFICATION FOR FARMS PROJECT, SECTION 34

Ms. Clement said that Bermont Properties is seeking to secure a FARMS project in Section 34, and that there will be a letter modification to ECDD's water use permit. Ms. Clement said that the District's engineer is working on the project.

b) DETERMINE MANAGEMENT DIRECTION.

Ms. Clement spoke about ECDD obtaining the services of Special District Services, Inc. to manage ECDD.

A lengthy discussion ensued.

Ms. Clement phoned Mr. Todd Wodraska, President of Special District Services, Inc., who said that he will attend the annual meeting to be held on July 1, 2020. Mr. Wodraska said that he will send Ms. Clement a draft contract to be distributed to the ECDD Board for their review prior to the annual meeting.

c) REVIEW DRAFT BUDGET FOR 2020/2021

Ms. Clement submitted the 2020/2021 budget for review.

A short discussion ensued.

Mr. Varner motioned to approve the draft budget as submitted. Mr. Lempenau seconded. Motion passed unanimously.

d) REQUIRE THE APPOINTMENTS OF SECRETARY/TREASURER AND A RECORDS MANAGEMENT LIAISON OFFICER, (RMLO)

Ms. Clement said that the District will have to appoint a secretary/treasurer and a RMLO before she leaves. Ms. Clement said that the supervisors can confer with Special District Services regarding this issue.

e) MR. LEMPENAU NOT SEEKING ANOTHER TERM

Mr. Lempenau said that his term expires July 1, 2020 and he will not be seeking another term.

There was discussion on possibilities of who could assume Mr. Lempenau's seat.

7) CALL FOR PUBLIC COMMENTS

Mr. Lempenau asked if there are any public comments. There were none.

8) ADJOURNMENT

Mr. Lempenau motioned to adjourn the meeting at 10:33 a.m. Mr. Kemeny seconded. Motion passed unanimously.

Respectfully Submitted,

Dana Clement, Secretary/Treasurer, ECDD

EAST CHARLOTTE DRAINAGE DISTRICT  
FINANCIAL REPORT  
JUNE 18, 2020

	BEGINNING BALANCES	OCTOBER RECEIVED	NOVEMBER RECEIVED	DECEMBER RECEIVED	JANUARY RECEIVED	FEBRUARY RECEIVED	MARCH RECEIVED	APRIL RECEIVED	MAY RECEIVED	JUNE RECEIVED	JULY RECEIVED	AUGUST RECEIVED	SEPTEMBER RECEIVED	FUNDS RECEIVED	TOTAL FUNDS REMAINING
BUDGET: 2019-2020															
CHECKING ACCOUNT-SEACOAST NAT'L BANK		54,795.76	32,513.58	26,641.28	22,498.12	70,999.82	155,322.90	137,371.10	117,610.72	109,644.30	99,461.57	99,461.57	99,461.57		
INCOME:															
TAX REVENUES	188,130.64	0.00	1,985.20	11,770.54	69,084.60	95,325.92	1,283.99	5,474.71	2,090.17					187,015.13	
EXCESS FEES	0.00	2,045.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00					2,045.32	
BANK INTEREST - SEACOAST NATIONAL BANK	0.00	4.14	2.47	2.49	5.50	9.80	12.76	11.19	9.90					58.25	
MISCELLANEOUS INCOME	2,452.96	0.00	0.00	0.00	0.00	1,412.96	0.00	0.00	0.00					1,412.96	
LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					0.00	
EST. CARRY-OVER	54,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					0.00	
TOTAL BALANCES	245,083.60	56,845.22	34,501.25	38,414.31	91,588.22	167,748.50	156,619.65	142,857.00	119,710.79	109,644.30	99,461.57	99,461.57	99,461.57	190,531.66	
EXPENDITURES	AMOUNT	ACTUAL OCTOBER EXPENSES	ACTUAL NOVEMBER EXPENSES	ACTUAL DECEMBER EXPENSES	ACTUAL JANUARY EXPENSES	ACTUAL FEBRUARY EXPENSES	ACTUAL MARCH EXPENSES	ACTUAL APRIL EXPENSES	ACTUAL MAY EXPENSES	ACTUAL JUNE EXPENSES	ACTUAL JULY EXPENSES	ACTUAL AUGUST EXPENSES	ACTUAL SEPTEMBER EXPENSES	FUNDS EXPENDED	TOTAL FUNDS REMAINING
CONTRACTURAL SERVICES	32,400.00	0.00	0.00	0.00	8,100.00	0.00	0.00	8,100.00	0.00					16,200.00	16,200.00
WEED CONTROL	26,200.00	6,061.56	0.00	0.00	0.00	0.00	6,001.75	0.00	0.00	2,277.00				14,340.31	11,859.69
CANAL MAINTENANCE	12,000.00	0.00	0.00	0.00	0.00	0.00	5,225.00	0.00	0.00					5,225.00	6,775.00
ROAD'S MAINTENANCE	22,500.00	1,000.23	0.00	0.00	0.00	0.00	0.00	475.05	460.75					1,936.03	20,563.97
CONTROL STRUCTURES	8,600.00	5,415.90	0.00	0.00	0.00	0.00	0.00	8,190.30	0.00					13,606.20	-5,006.20
WATER ANALYSES	240.00	0.00	0.00	0.00	0.00	36.00	0.00	0.00	0.00	24.00				60.00	180.00
LEGAL SERVICES	7,500.00	0.00	0.00	0.00	318.51	0.00	122.50	196.00	514.50	73.50				1,225.01	6,274.99
ENGINEERING SERVICES	7,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					0.00	7,500.00
AUDIT Y/E, SEPTEMBER 2019	8,510.00	0.00	0.00	7,340.00	0.00	0.00	0.00	0.00	1,157.00					8,497.00	13.00
TAX COLLECTOR FEE 2%	3,583.44	0.00	38.12	242.97	1,326.96	1,853.03	25.43	109.50	41.79					3,637.80	-54.36
TAX REVENUES DISCOUNTS	5,375.16	0.00	79.40	470.77	2,736.58	2,674.12	12.83	0.00	0.00					5,973.70	-598.54
TAX ROLL PREPARATION FEE	250.00	137.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00					137.50	112.50
OFFICE EXPENSE	2,050.00	0.00	0.00	120.00	363.90	120.00	0.00	0.00	150.00					753.90	1,296.10
ADA COMPLIANCE	400.00	0.00	0.00	0.00	0.00	0.00	0.00	348.61	0.00					348.61	51.39
MEETINGS AND MEMBERSHIP DUES	1,200.00	745.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					745.00	455.00
MISCELLANEOUS EXPENSES	500.00	0.00	0.00	0.00	0.00	0.00	18.59	84.37	0.00	65.78				168.74	331.26
INSURANCE	3,700.00	3,229.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00					3,329.00	371.00
DISCHARGE PUMP, SECTION 16	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					0.00	500.00
INTEREST ON LINE OF CREDIT (LOC)	275.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					0.00	275.00
ROAD'S PAVING LOAN - PRINCIPAL, (payoff 4-21 )	88,872.00	7,275.41	7,284.55	7,323.27	7,334.17	7,359.10	7,407.21	7,409.26	7,444.36	7,459.72				66,297.05	22,574.95
ROAD'S PAVING LOAN - INTEREST	4,128.00	467.04	457.90	419.18	408.28	383.35	335.24	333.19	298.09	282.73				3,385.00	743.00
RESERVE	8,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	8,800.00
TOTAL BUDGET	245,083.60	24,331.64	7,859.97	15,916.19	20,588.40	12,425.60	19,248.55	25,246.28	10,066.49	10,182.73	0.00	0.00	0.00	145,865.85	99,217.75
CURRENT CASH STATUS		32,513.58	26,641.28	22,498.12	70,999.82	155,322.90	137,371.10	117,610.72	109,644.30	99,461.57	99,461.57	99,461.57	99,461.57		



**ANNUAL LETTER OF AGREEMENT**  
**BETWEEN EAST CHARLOTTE DRAINAGE DISTRICT AND JOSHUA WATER**  
**CONTROL DISTRICT**

This Agreement between EAST CHARLOTTE DRAINAGE DISTRICT (ECDD) and JOSHUA WATER CONTROL DISTRICT (JWCD) is supplemental to the existing Inter-Local Agreement. This Annual Letter of Agreement provides for Field Superintendent services to be provided to ECDD by JWCD for the sum of \$24,000.00 per year.

In addition, Joshua Water Control District's field employees' cost will be billed and based on the employee's hourly wage which includes all employee benefits. Vehicle and heavy equipment costs will be based on the fair market costs for the rental of heavy equipment, and mileage for the trucks to transport the employees from Joshua Water Control District to East Charlotte Drainage District, based on the IRS costs per mile.

EAST CHARLOTTE DRAINAGE DISTRICT AND JOSHUA WATER CONTROL DISTRICT agree to the following:

1. This agreement shall be in effect for a period of one year. At each district's annual meeting, the conditions of the agreement will be discussed, and if necessary, renegotiated based upon manpower hours, equipment costs, and any other costs incurred by JWCD. JWCD will maintain records to verify all costs.

2. All materials and repair costs to vehicles/heavy equipment will be paid by ECDD. In cases where it appears that economically, more efficient services can be obtained by JWCD, JWCD will purchase and invoice them to ECDD for reimbursement with no profit gained by JWCD.

3. Joshua Water Control District will provide services to East Charlotte Drainage District as long as it is at a time that does not cause detriment to its own operations.

4. This agreement shall begin on October 1, 2020 and terminate September 30, 2021.

\_\_\_\_\_  
Supervisor, Board of Supervisors  
East Charlotte Drainage District

\_\_\_\_\_  
Supervisor, Board of Supervisors  
Joshua Water Control District

SEAL

SEAL

Prepared by: Ms. Dana Clement  
Send to: Joshua Water Control District  
12008 N.E. Highway 70  
Arcadia, Florida 34266

## **INTER-LOCAL AGREEMENT**

THIS AGREEMENT is entered into per Section 163.01, Florida Statutes. this 11th day of August 2020, between JOSHUA WATER CONTROL DISTRICT (JWCD), a political subdivision of the State of Florida created pursuant to Chapter 298, Florida Statutes and provided additional powers by Chapter 69-1010, as amended, Laws of Florida, EAST CHARLOTTE DRAINAGE DISTRICT (ECDD), a political subdivision of the State of Florida created pursuant to Chapter 298, Florida Statutes, and provided additional powers per Chapter 65-664, as amended, Laws of Florida.

### **STATEMENT OF BACKGROUND INFORMATION**

JWCD is located in DeSoto County, Florida. ECDD is located in Charlotte County, Florida. Since the creation of their respective districts, the JWCD and ECDD Boards of Supervisors have engaged in programs of maintenance of the works of their districts. Such maintenance programs are authorized by Chapter 298, Florida Statutes, and the local acts applicable to the respective districts. Maintenance activities include operation and repair of district canals, levees, dikes, pumps, roads, and other structures within the districts constructed pursuant to the districts' Plans of Reclamation authorized and adopted in accord with Chapter 298, Florida Statutes.

JWCD is approximately 24,258.74 acres in size. ECDD is approximately 3360 acres in size. JWCD has substantial equipment and manpower under its control year-round. Due to the smaller sizes ECDD rent's or temporarily hires much of their equipment and manpower on an as-needs basis to satisfy many maintenance requirements. It has been determined by the Boards of Supervisors of JWCD and ECDD that, subject to availability of equipment and manpower, more cost effective, economically efficient district operations can be achieved if the districts perform certain specified maintenance and administrative services for each other rather than each district assembling the necessary equipment and manpower to perform all required maintenance services.

It is, therefore, the desire of JWCD and ECDD to enter into an agreement whereby each district may perform maintenance services for the other district and receive reimbursement for services performed. Payment will be derived from maintenance and tax proceeds assessed by the districts against lands located therein.

### **STATEMENT OF AGREEMENT**

NOW, THEREFORE, in consideration of mutual covenants and promises herein set forth and pursuant to Sections 163.01, 298.22, and 298.35, Florida Statutes, and Chapters 69-1010, 65-664 and 67-723 amended, Laws of Florida, JWCD and ECDD hereby agree as follows:

#### **1. Definitions**

**A. Performing district** - The district performing a maintenance or administrative service for another district pursuant to the terms and conditions of this agreement.

**B Recipient district** - The district receiving the benefit of the maintenance or administrative service performed by the performing district pursuant to the terms and conditions of this agreement.

#### **2. Services**

As authorized by Section 163.01 (2), Florida Statutes, and JWCD and ECDD agree to cooperate to their mutual advantage in that the districts will, subject to availability of equipment and manpower, provide certain services to each other. In return for services provided by a district, the recipient will pay actual costs incurred in accord with the terms and conditions of this agreement.

#### **3. Duties**

##### **a. JWCD**

JWCD shall provide labor and equipment necessary to perform certain services in maintaining the works of ECDD, as identified by the Plans of Reclamation for ECDD. Work to be performed may include:

- (1) Assistance in emergency situations.
- (2) Assistance with projects in the maintenance of district works.
- (3) Administrative Services.

**b**     **ECDD**

ECDD agrees to provide JWCD, subject to the availability of equipment and manpower:

- (1) Assistance in emergency situations.
- (2) Assistance with projects in the maintenance of district works.

**4**   **Term of Agreement**

The term of this agreement shall commence on August 11, 2020 and shall continue until August 12, 2025 unless terminated in accord with the provisions of this agreement.

**5**   **Compensation**

The (JWCD) shall be compensated by (ECDD) on a quarterly basis at a rate of \$700.00 per month for use of office building, office equipment, (computer, copy machine, facsimile, etc.), and office personnel. Also, (JWCD) shall be compensated by (ECDD) district for actual costs incurred in performing the services specified to maintain the works of the recipient district as identified by the Plan of Reclamation. Compensation to (JWCD) will be reevaluated on an annual basis prior to the annual Landowners' Meeting held in July of each year.

**6.**   **Termination of Agreement**

This agreement may be terminated at the option of JWCD or ECDD at any time for good cause by giving one (1) month's written notice to the other parties. Good cause shall be defined as failure to substantially comply with the terms and conditions of this agreement. Upon termination the following conditions shall prevail:

**a.** The performing district shall be compensated by the recipient district for that proportion of work actually completed as certified by the performing district engineer and verified by the recipient Board of Supervisors.

**b.** For the proportion of work completed, the manner and time of payments by the recipient district shall be in accordance with the terms and conditions of Section 6 of this contract.

**7. Notices**

Any notice, consent, or other communication required or permitted to be given under this agreement shall be in writing and shall be delivered in person or shall be sent by registered or certified United States mail to the principal business office of the party being given notice.

**8. Applicable Law**

This agreement shall be governed by the laws of the State of Florida as they relate to political subdivisions of this state.

**9. Invalid Provisions**

The validity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**10. Integration and Modification**

This agreement contains the entire agreement between the parties with respect to the matters referred to herein. The agreement may not be modified except by written instruments signed by the party against whom enforcement of such modification is sought.

IN WITNESS WHEREOF, the parties hereto have executed the agreement on the day and year first above written.

\_\_\_\_\_  
President, Joshua Water Control District

\_\_\_\_\_  
President, East Charlotte Drainage District

\_\_\_\_\_  
Supervisor, Joshua Water Control District

\_\_\_\_\_  
Supervisor, East Charlotte Drainage District

\_\_\_\_\_  
Supervisor, Joshua Water Control District

\_\_\_\_\_  
Supervisor, East Charlotte Drainage District

EAST CHARLOTTE DRAINAGE DISTRICT  
FIELD REPORT FOR THE MONTHS OF  
APRIL, MAY, AND JUNE 2020

1) MAJOR PURCHASES/EXPENDITURES

First State Bank of Arcadia, \$7,742.45, (monthly road's loan), Joshua Water Control District, \$8,320.10, (install culverts & road's maintenance), Coastal Air Services, \$2,277.00, (aerial application of herbicides).

2) CANAL'S MAINTENANCE

a) None.

3) ROAD'S MAINTENANCE

a) Spot repair road's with shell in Section 14, block 48.

4) CULVERTS

a) Replaced annual culverts in Section 16, block 9; Section 22, block 1; Section 22, block 12; Section 27, block 28 and Section 27, block 24.

5) WEED CONTROL

a) Coastal Air Service completed the aerial herbicide application on July 5, 2020.

6) PROJECTS COMPLETED

a) JWCD read meters for SWFWMD report.

b) JWCD pulled water samples as mandated by its special conditions in its WUP.

7) PROJECTS PENDING

a) None.

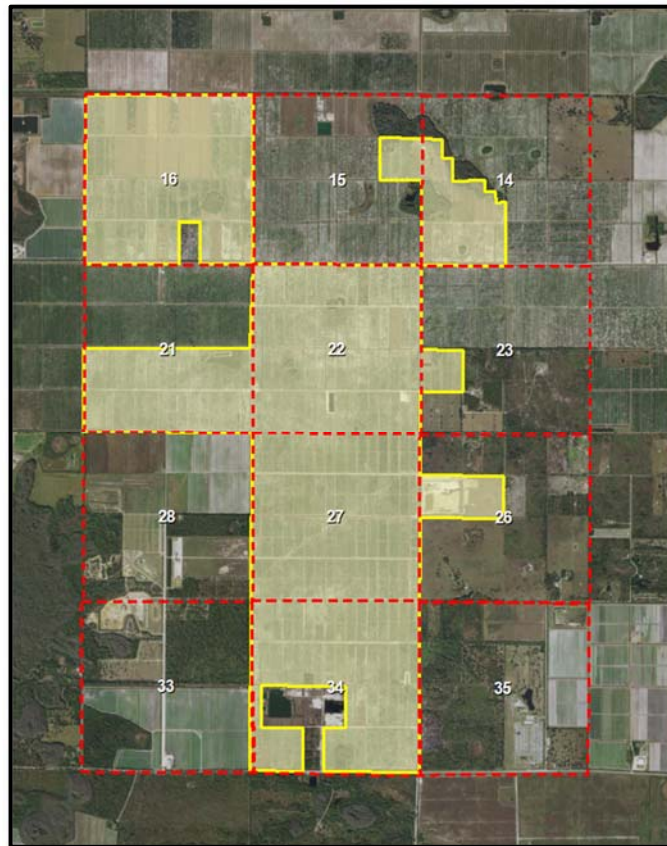
8) REMARKS

a) The ditch that runs on the west side of Section 17 from the Neal Road Ditch in Section 15, 16 and 17 are in bad shape.

# 2019 - 2020 ANNUAL ENGINEER'S REPORT

*Submitted to the*

## EAST CHARLOTTE DRAINAGE DISTRICT



*By*

**Progressive Water Resources, LLC  
District Engineer**



**Progressive Water Resources**  
*Integrated Water Resource Consultants*

**June 2020**

**2019-2020 ANNUAL REPORT  
OF THE DISTRICT ENGINEER  
for the  
EAST CHARLOTTE DRAINAGE DISTRICT**

**1.0 INTRODUCTION**

**1.1 Background**

The East Charlotte Drainage District (District) was created in 1965 pursuant to Chapter 298, Florida Statutes, and Chapter 69-110, Laws of Florida. The District provides drainage and roadway maintenance services to the lands of the District, which encompass approximately 5 square miles of citrus groves.

The District's fiscal year runs from October 2019 through September 2020. Primary activities over the past year to date (October 2019 – June 2020) have been related to leveling of spoil material, weed control, and culvert replacement.

**1.2 Purpose of Annual Report**

Section 298.26, Florida Statutes, instructs the District Engineer to submit a written report to the Board of Supervisors (Board) on an annual basis, at a minimum. The purpose of this report is: (A) to advise the Board of work completed and improvements made to District facilities; and (B) to make recommendations and suggestions for additional work and/or improvements.

Progressive Water Resources, LLC (PWR) was retained as the District Engineer in October 2014 to provide services as authorized by the Board of Supervisors.

The District General Manager maintains detailed records of all matters related to the maintenance and operations of the District, and this information is available for review at the District office by landowners within the District. Accordingly, the scope of this Annual Report is to summarize the status of special projects being undertaken by the District and to make recommendations for future activities.

**2.0 MAINTENANCE ACTIVITIES**

Detailed records of any road maintenance activities conducted are available in the monthly Field Reports maintained on file at the District office.



## 2.1 Canal Maintenance Program

- Approximately 5,420 linear feet of canal maintenance was completed by Desoto Excavating in July of 2019 which is last fiscal year but subsequent to last year's Annual Engineer's Report issued in June. No canal maintenance has been reported through June of this fiscal year.

## 2.2 Culvert Replacement Program

- Culverts were replaced in Section 16, block 9; Section 22, block 1; Section 22, block 12; Section 27, block 28 and Section 27, block 24 through June of this fiscal year.

## 2.3 Roadway Maintenance Program

- Dirt Master cleaned and leveled spoil for  $\frac{3}{4}$  of a mile in the South Outfall Canal.

## 2.4 Weed Control

- Aerial application of 65.5 acres was completed in July of 2019 which is last fiscal year but subsequent to last year's Annual Engineer's Report issued in June. Ecological Control Management treated 3 miles including the West Perimeter Canal, the Mid Outfall Canal and the West Perimeter Canal.

## 3.0 WATER MANAGEMENT PERMIT ACTIVITIES

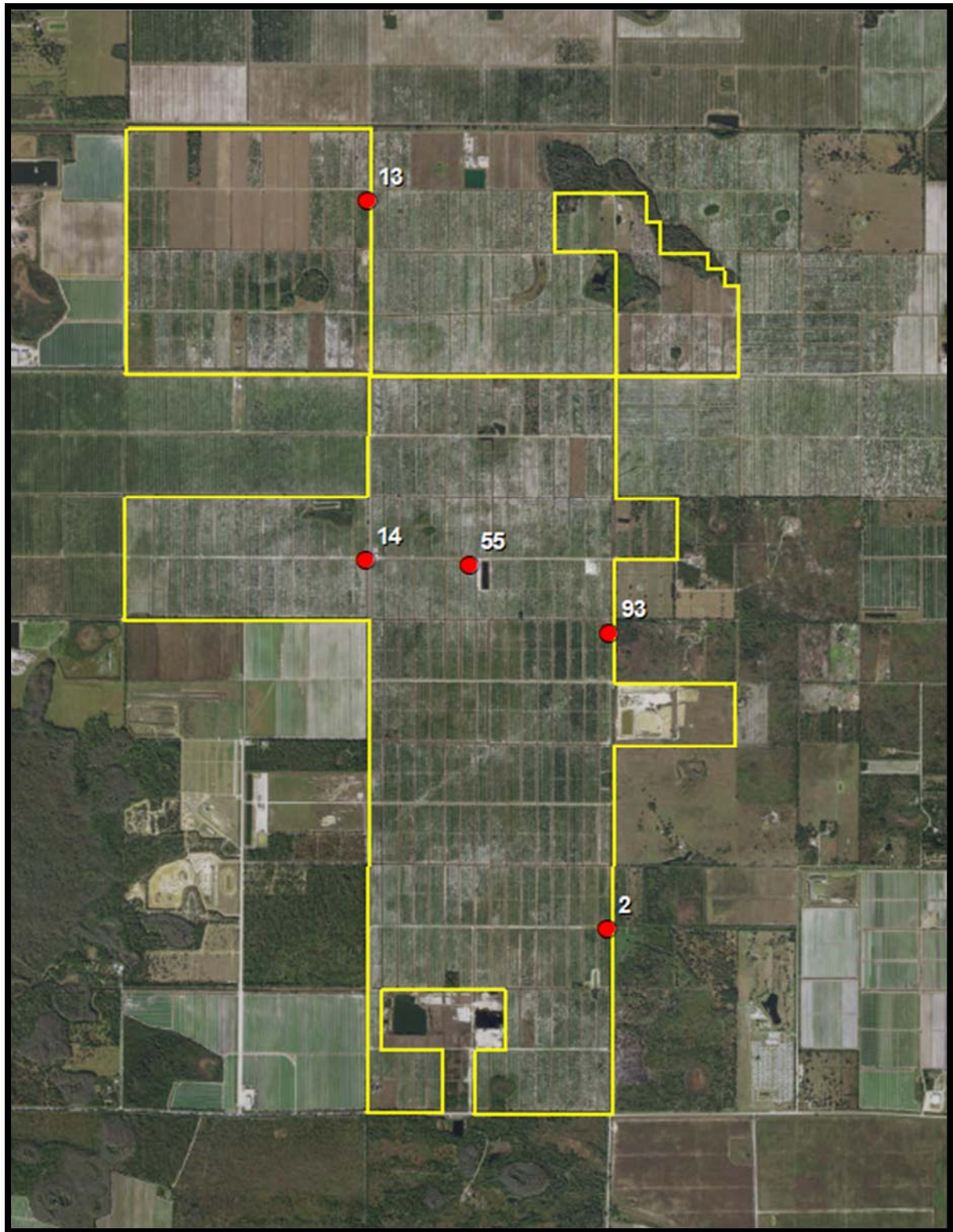
The District holds a Water Use Permit (WUP) with the Southwest Florida Water Management District (SWFWMD) and provides monthly meter readings of permitted wells each month to SWFWMD. On November 7, 2019, the District submitted a letter modification to remove a 20.0-acre parcel (Parcel ID: 402616400006) owned by Ganesh Limited Partnership from the Permittee's WUP. The permit boundary was updated accordingly and the irrigation quantities were reduced to account for the loss of 15.5 acres of citrus area. The letter modification was approved and WUP No. 20002689.015 was issued on November 19, 2019.

On March 20, 2020, the District submitted another WUP modification to SWFWMD requesting the addition of a new use type (mining and dewatering) associated with Alico's top soil and shell mining operation. This modification also requested an increase in Annual Average and Peak Month withdrawal quantities due to the new water use type. The modification was approved and WUP No. 20002689.016 was issued on April 20, 2020 which supersedes the previous WUP No. 20002689.015. The permitted withdrawal quantities as authorized by WUP No. 20002689.016 are shown in Table 1 below.

**Table 1 – WUP 20002689.016 Authorized Quantities**

Annual Average	2,767,100 gpd
Peak Month	13,966,600 gpd
Drought Annual Average	3,710,400 gpd
Crop Protection	27,155,000 gpd

In addition, Special Condition No. 25 of the WUP requires certain wells to be monitoring for Specific Conductance. These wells are located on Figure 1 and the monitoring data is summarized in Table 2 below.



**Figure 1 – Location of Wells to be Monitored pursuant to WUP**

**Table 2 – Well Water Quality Data Summary**

<b>Well</b>	<b>Date</b>	<b>Conductivity (umhos/cm @ 25°C)</b>
14	5/12/2020	3600
55	5/12/2020	3400
13	9/5/2019	3400
55	9/5/2019	3100
93	9/5/2019	1200

#### **4.0 SUMMARY**

The District treated 3 miles of canals for weed control, cleaned and leveled spoil for  $\frac{3}{4}$  of a mile in the South Outfall Canal, and replaced several culverts through June 2020 of this fiscal year.

The ditch that runs on the west side of Section 17 from Neal Road Ditch in Section 15, 16 and 17 is in poor condition and should be addressed.

Compliance efforts associated with the District's WUP requires continued reporting (monthly pumpage, annual crop reports, meter calibration, annual mining reports, etc.). It is also recommended that an inventory and verification of all onsite water withdrawal locations be conducted and incorporated into a GIS data base.

It is also recommended that additional opportunities regarding the development of alternative water supplies, i.e. FARMS projects be considered in order to further offset the use of mineralized groundwater with surface water. The ECDD is located within a priority watershed for SWFWMD's FARM program and projects are eligible for up to 75% cost share reimbursement.

**EAST CHARLOTTE DRAINAGE DISTRICT**  
**DRAFT BUDGET FOR 2020/2021**

<b><u>INCOME</u></b>	TAX REVENUES	\$215,136.16
<b><u>EXPENSES</u></b>	CONTRACTUAL SERVICES	\$24,000.00
	MANAGEMENT SERVICES	\$35,000.00
	WEED CONTROL	26,200.00
	MECHANICAL CLEANING	13,000.00
	ROAD'S MAINTENANCE	22,500.00
	CONTROL STRUCTURES	21,800.00
	WATER ANALYSES	240.00
	LEGAL SERVICES	7,500.00
	ENGINEERING SERVICES	7,500.00
	AUDITING SERVICES	8,710.00
	TAX COLLECTOR'S FEE 2%	4,097.83
	TAX REVENUES DISCOUNT	6,146.75
	TAX ROLL PREPARATION FEE	250.00
	MEETING AND MEMBERSHIP DUES	1,200.00
	MISCELLANEOUS EXPENSES	500.00
	INSURANCE	3,700.00
	DISCHARGE PUMP, SECTION 16	500.00
	INTEREST ON CREDIT LINE (LOC)	275.00
	ROADS PAVING LOAN - PRINCIPAL	54,280.00
	ROADS PAVING LOAN - INTEREST	720.00
	RESERVE	9,969.54
	<b><u>SUB TOTAL</u></b>	<b><u>\$248,089.12</u></b>
	LESS ESTIMATED RECEIVABLES	2,452.96
	LESS ESTIMATED CARRY-OVER	30,500.00
	<b><u>TOTAL BUDGET FOR 2020-2021</u></b>	<b><u>\$215,136.16</u></b> <b><u>\$215,136.16</u></b>

Unit 1: Maint. \$45.88, Capital Unit 1, \$11.95,  
and Shell Road's Unit, \$2.89 = \$60.72 per acre  
(x) 2,079.84 acres = \$126,287.88

Unit 2: Maint. \$45.88, Capital Unit 1, \$11.95,  
and Capital Unit 2, \$11.60 = \$69.43 per acre  
(x) 1,279.87 acres = \$88,870.40

Total acres = 3,359.71

**ASSESSMENT RESOLUTION**

WHEREAS, The Board of Supervisors of the East Charlotte Drainage District authorized utilization of the uniform method of levy and collection of non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes, by Resolution dated November 20, 1991, and;

WHEREAS, an agreement was entered into between the Board of Supervisors of the East Charlotte Drainage District and the Charlotte County Property Appraiser on May 16, 1990, for reimbursement of necessary administrative costs related to the provision of a non-ad valorem assessment roll; and

WHEREAS, an agreement was entered into between the Board of Supervisors of the East Charlotte Drainage District and the Charlotte County Tax Collector on May 15, 1990, for reimbursement of necessary administrative costs related to the collection of District taxes; and

WHEREAS, the Property Appraiser of Charlotte County has provided East Charlotte Drainage District the information required by Section 197.3632(3)(b), Florida Statutes, in a timely fashion, and East Charlotte Drainage District has determined that such information is sufficient for the District's purposes.

NOW THEREFORE, be it resolved:

The Board of Supervisors of the East Charlotte Drainage District hereby authorizes that the District assessment shall be assessed on a per acre basis at an amount of:

ECD 1 – Maintenance	\$ _____	per acre
ECD1 1 – Capital Unit 1	\$ _____	per acre
ECD2 1 - Capital Unit 2	\$ _____	per acre
ECDS 1 – Shell Roads Maintenance	\$ _____	per acre

Further, be it resolved, that the non-ad valorem assessment roll attached to this Resolution is certified true and correct and is to be sent to the Charlotte County Tax Collector for collection.

DONE AND ORDERED this 1 day of July 2020 at the Annual Landowners' Meeting of the East Charlotte Drainage District, held in Charlotte County, Florida.

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President, Board of Supervisors  
East Charlotte Drainage District

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Attest:  
Dana Clement, Secretary

## RESOLUTION

WHEREAS, Chapter 197, Florida Statutes, provides two viable alternatives for the levy and collection of existing special assessments; and

WHEREAS, Section 197.363, Florida Statutes, allows a taxing authority, at the option of the Property Appraiser, to continue to collect special assessments utilizing the county method of tax collection; and

WHEREAS, Section 197.3632, Florida Statutes, allows a taxing authority to utilize a uniform method of levy and collection of non-ad valorem assessments upon passage of a resolution determining to do so; and

WHEREAS, the Property Appraiser may agree to enter into an agreement with the District pursuant to Section 197.363, Florida Statutes, to continue to collect special assessments for 1992 and thereafter pursuant to that section of law; and

WHEREAS, the Board may determine it is in the District's best interest to utilize Section 197.3632, Florida Statutes, for 1992 and years thereafter; and

WHEREAS, the Board determines it is in the best interest of the landowners of the District to authorize utilization of both methods in the discretion of the Board of Supervisors; and

WHEREAS, the legal description of the District, being the real property subject to the levy, is as follows:

All of the following described property, located in Township 40 South, Range 26 East in Charlotte County, Florida:

Section 14: The West one-half of Section 14 and the West one-half of the Northeast one-quarter.

Section 15: The Southeast one-quarter of the Northeast one-quarter.

Section 21: The South one-half.

All of Section 16 and 22.

Section 23: The Northwest one-quarter of the Southwest one-quarter.

All of Sections 27 and 34, together with all easements and rights-of-ways heretofore acquired by East Charlotte Drainage District.

The Boundaries are legally described as follows:

Commencing at the Southeast corner of Section 34 run north on the east lines of Section 34, Section 27 and Section 22, to a point on the east line of Section 22, comprising the Southwest corner of the Northwest one-quarter of the Southwest one-quarter of Section 23, thence run east along the line of the Northwest one-quarter of the Southwest one-quarter of Section 23 to the southeast corner of the Northwest one-quarter of the Southwest one-quarter of said section, thence run north on the east line of the Northwest one-quarter of the Southwest one-quarter of Section 23 to the northeast corner of the Northwest one-quarter of the Southwest one-quarter of Section 23, thence run west on the north line of the Northwest one-quarter of the Southwest one-quarter of Section 23 to the east line of Section 22, thence run north to the Northeast corner of Section 22 and the Southwest corner of Section 14, thence run east on the south line of Section 14 to the Southeast corner of the Southwest one-quarter of Section 14, thence run north on the east line of the Southwest one-quarter of Section 14 to the northeast corner of the Southwest one-quarter of Section 14, thence run east on the south line of the west one-half of the Northeast one-quarter of Section 14 to the Southeast corner of the West one-half of the Northeast one-quarter of Section 14, thence run north on the east line of the West one-half of the Northeast one-quarter of Section 14 to the northeast corner of the West one-half of the Northeast one-quarter of Section 14, thence run west on the north line of Section 14 to the Northwest corner of Section 14, thence run south on the west line of Section 14 to the Northeast corner of the Southeast corner of the Southeast one-quarter of the Northeast one-quarter of Section 15, thence run west on the north line of the Southeast one-quarter of the Northeast one-quarter of Section 15, to the northwest corner of the Southeast one-quarter of the Northeast one-quarter of Section 15, thence run south along the west line of the Southeast one-quarter of the Northeast one-quarter of section 15 to the southwest corner of the southeast one-quarter of the northeast one-quarter of Section 15, thence run easterly on the south line of the northeast one-quarter of Section 15 to the west line of Section 14, thence run south along the west line of South 14 to the northeast corner of section 22, thence run west along the north line of Section 22 to the Southeast corner of Section 16, thence run north on the east line of Section 16 to the Northeast corner of Section 16, thence run west on the north line of Section 16 to the Northwest corner of Section 16, thence run south on the west line of Section 16 to the Southwest corner of Section 16, thence run east on the south line of Section 16 to the Southeast corner of Section 16, thence run south on the west line of Section 22 and the east line of Section 21 to the Northeast corner of the South one-half of Section 21, thence run west on the north line of the South one-half of Section 21 to the Northwest corner of the South one-half



of Section 21, thence run south on the west line of Section 21 to the Southwest corner of Section 21, thence run east on the south line of Section 21 to the Southeast corner of section 21 and the Southwest corner of Section 22, thence run south on the west line of Section 27 and Section 34 to the Southwest corner of Section 34, thence run east on the south line of Section 34 to the point of beginning.

NOW THEREFORE, be it resolved:

The Board of Supervisors of East Charlotte Drainage District hereby authorizes:

a. Utilization of Section 197.3632, Florida Statutes, for the levy and collection of District special assessments, provided the Charlotte County Property Appraisers are agreeable to utilization of said law or,

b. Utilization of Section 197.363, Florida Statutes, in the event no agreement can be reached with the Charlotte County Property Appraisers with respect to utilization of Section 197.3632 or in the event the Board of Supervisors of the District desires to utilize Section 197.363, Florida Statutes.

DONE AND ORDERED this 1<sup>st</sup> day of July 2020 at the offices of East Charlotte Drainage District, Charlotte County, Florida.

July 1, 2020

Date

\_\_\_\_\_  
President, Board of Supervisors  
East Charlotte Drainage District



## AGREEMENT FOR MANAGEMENT SERVICES

This Agreement made and entered this \_\_\_\_ day of \_\_\_\_\_, 2020 between East Charlotte Drainage District (hereinafter called the **District**) located in Charlotte 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 services to the **District** acting as an agent of the District; 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, 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 Chapter 298 and Chapter 189, Florida Statutes. Management of the maintenance of **District** facilities or property is not included in this Agreement and is subject to negotiation if required.

**Task 2.** **SDS** will maintain the **District** books, accounts, records, purchasing procedures and financial reporting procedures, process accounts payable and accounts receivable, and prepare financial reports.

**Task 3.** **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, records management and such other special district services that will need to be addressed in the immediate and long term future.

**Task 4.** SDS will prepare the annual assessment roll for the submittal to the **County** following adoption by the **District**.

**Task 5.** SDS will provide such other services as mutually agreed to by the parties.

### **SECTION III — COMPENSATION**

#### **A. MANAGEMENT SERVICES**

**Task 1-3.** \$28,500 per year, payable in twelve (12) equal monthly payments of \$2,375. Said fee will be increased annually after the first year based on any increase in the Consumer Price Index (CPI). The fee for establishing and maintaining the **District** website shall be included in this fee.

**Task 4.** The fee for submitting the Annual Assessment Roll to the County is included in the fee for Task 1-3.

**Task 7.** This fee will be mutually agreed to by the parties prior to commencement.

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 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, 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** the equivalent of ninety 90 days management fee as stated for Tasks 1— 4 of Section III- Compensation, in addition to any other fees or costs due hereunder. If the 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 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 - 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 prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorney's 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 Palm Beach 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.

**EAST CHARLOTTE  
DRAINAGE DISTRICT**

**SPECIAL DISTRICT SERVICES,  
INC.**

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

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

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

Todd Wodraska, President

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date