



**COUNTY LINE
DRAINAGE DISTRICT**

**LEE COUNTY
ANNUAL LANDOWNERS' MEETING,
REGULAR BOARD MEETING
& PUBLIC HEARING
JUNE 28, 2023
10:00 A.M.**

Special District Services, Inc.
27499 Riverview Center Boulevard, #253
Bonita Springs, FL 33134

www.countylinedd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

**AGENDA
COUNTY LINE
DRAINAGE DISTRICT
23351 North River Road
Alva, Florida 33920
ANNUAL LANDOWNERS' MEETING
June 28, 2023
10:00 a.m.**

- A. Call to Order
- B. Pledge of Allegiance
- C. Proof of Publication.....Page 1
- D. Establish Quorum
- E. Election of Chair for Landowners Meeting
- F. Election of Secretary for Landowners Meeting
- G. Approval of Minutes
 - 1. July 13, 2022 Landowners' Meeting Minutes.....Page 2
- H. Election of Supervisors
 - 1. Determine Number of Voting Units Represented or Assigned by Proxy.....Page 4
 - 2. Nomination of Candidates
 - 3. Casting of Ballots.....Page 5
 - 4. Ballot Tabulations
 - 5. Certification of the Results
- I. Landowners' Comments
- J. Adjourn

Miscellaneous Notices Published in The News-Press on June 8, 2023

Location

Lee County, Florida

Notice Text

COUNTY LINE DRAINAGE DISTRICT NOTICE OF PUBLIC HEARING, ANNUAL LANDOWNERS' MEETING AND REGULAR BOARD MEETING NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of County Line Drainage District (the "District") will hold a Public Hearing, an Annual Landowners' Meeting and a Regular Board Meeting ("Meeting" or "Meetings") on June 28, 2023, at 10:00 a.m. in the offices of County Line Drainage District located at 23351 North River Road, Alva, Florida 33920. The purpose of the Public Hearing is for the Board to consider the Fiscal Year 2023/2024 Proposed Final Budget of the District. The purpose of the Annual Landowners' Meeting is to elect one (1) Supervisor to the Board. The purpose of the Regular Board Meeting is for the Board to consider any other business which may properly come before it. A copy of the Budget and/or Agendas may be obtained from the District's website (www.countylinedd.org) or from the District Manager, Special District Services, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410. The Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meetings may be continued as found necessary to a time and place specified on the record. There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Pursuant to the Americans with Disabilities Act, any person requiring special accommodation to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 who can aid you in contacting the District Office. A person who decides to appeal any decision made at these Meetings is advised that person will need a record of the proceedings and that accordingly the person may need to ensure that a verbatim record of the proceedings in made, including any testimony or evidence upon which the appeal is to be based. Meetings may be cancelled from time to time without advertised notice. Kathleen Dailey Meneely District Manager, County Line Drainage District www.countylinedd.org AD#5725255 Jun. 8, 15, 2023

**COUNTY LINE DRAINAGE DISTRICT
ANNUAL LANDOWNERS' MEETING
JULY 13, 2022**

A. CALL TO ORDER

The July 13, 2022, Annual Landowners' Meeting of the County Line Drainage District (the "District") was called to order at 10:00 a.m. at 23351 North River Road, Alva, Florida 33920.

B. PLEDGE OF ALLEGIANCE

C. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Annual Landowners' Meeting had been published in the *Fort Myers News-Press* on June 16, 2022, and June 23, 2022, as legally required.

D. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

President	Joe Beale	Present
Vice President	Paul Fabry	Present
Assistant Secretary	Pat McKenna	Present

Staff members in attendance were:

District Manager	Kathleen Meneely & Michelle Krizen	Special District Services, Inc.
General Counsel	Terry Lewis (via phone)	Lewis, Longman & Walker
District Engineer	Kyle Grandusky	GMAwater, LLC
Field Consultant	Randy Sebring	

E. ELECTION OF CHAIR FOR LANDOWNERS' MEETING

A **motion** was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously electing Mr. Beale as the Chairman for the Landowners' Meeting.

F. ELECTION OF SECRETARY FOR LANDOWNERS' MEETING

A **motion** was made by Mr. Beale, seconded by Mr. Fabry and passed unanimously electing Ms. Meneely as the Secretary for the Landowners' Meeting.

G. APPROVAL OF MINUTES

1. July 14, 2021, Landowners' Meeting

The July 14, 2021, Landowners' Meeting minutes were presented for consideration.

A **motion** was made by Mr. Fabry seconded by Mr. Beale and passed unanimously approving July 14, 2021, Annual Landowners' Meeting minutes, as presented.

H. ELECTION OF SUPERVISORS

1. Determine Number of Voting Units Represented or Assigned by Proxy

It was determined that Mr. Fabry represented 1,074.3 units via proxy.

2. Nomination of Candidates

A **motion** was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously nominating Mr. Beale.

3. Casting of Ballots

4. Ballot Tabulations

Three ballots were cast for Mr. Beale.

5. Certification of Results

A **motion** was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously certifying the results.

I. LANDOWNER COMMENTS

There were no further comments from the landowners.

J. ADJOURNMENT

There being no further business to come before the Landowners' Meeting, a **motion** was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously adjourning meeting at 10:03 a.m.

Secretary/Assistant Secretary

President/Vice President

**LANDOWNER PROXY
COUNTY LINE DRAINAGE DISTRICT
LANDOWNERS' MEETING**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the County Line Drainage District to be held on June 28, 2023 at 10:00 a.m. at the 23351 North River Road, Alva, Florida 33920. and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to the Board of Supervisors. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may be legally considered at said meeting.

This proxy is to continue in full force and effect from the hereof until the conclusion of the above noted landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the annual meeting prior to the Proxy Holder exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description*

of Acres

* Insert in the space above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. [If more space is needed, identification of Parcels owned may be incorporated by reference to an attachment hereto.]

Pursuant to section 298 Florida Statutes (2022), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

TOTAL NUMBER OF AUTHORIZED VOTES: _____

Please note that each eligible acre of land or fraction thereof is entitled to only one vote, for example, a husband and wife are together entitled to only one vote per their residence if it is located on one acre or less of real property.

If the Legal Owner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g. bylaws, corporate resolution, etc.)

BALLOT

BALLOT # _____

**COUNTY LINE
DRAINAGE DISTRICT
LANDOWNERS' MEETING**

ELECTION OF BOARD SUPERVISORS

JUNE 28, 2023

The undersigned certifies that he/she is the owner (____) or duly authorized **representative of lawful proxy of an owner** (____) of land in the **County Line Drainage District**, constituting _____ acre(s) and hereby casts up to the corresponding number of his/her vote(s) for the following candidate/candidates to hold the above-named open position:

Name of Candidate

Number of Votes

Signature: _____

Printed Name: _____

Street Address or Tax Parcel Id Number for your Real Property:

AGENDA
COUNTY LINE
DRAINAGE DISTRICT
23351 North River Road
Alva, Florida 33920
REGULAR BOARD MEETING & PUBLIC HEARING
June 28, 2023
10:00 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 7
- C. Seat Board Members
- D. Administer Oath of Office and Review Board Member Duties and Responsibilities
- E. Election of Officers
 - Chairman
 - Vice Chairman
 - Secretary/Treasurer
 - Assistant Secretaries
- F. Establish Quorum
- G. Additions or Deletions to Agenda
- H. Comments from the Public for Items Not on the Agenda
- I. Approval of Minutes
 - 1. April 12, 2023 Regular Board Meeting.....Page 8
- J. Public Hearing
 - 1. Proof of Publication.....Page 11
 - 2. Receive Public Comments on Fiscal Year 2023/2024 Final Budget
 - 3. Consider Resolution 2023-02 – Adopting a Fiscal Year 2023/2024 Final Budget.....Page 12
- K. Old Business
- L. New Business
 - 1. Consider Resolution 2023-03 – Adopting a Fiscal Year 2023/2024 Meeting Schedule.....Page 18
 - 2. Discussion Regarding Crews Bank & Trust Loan Documents.....Page 20
- M. Manager’s Report
 - 1. Financial Report.....Page 33
- N. Field Report.....Page 36
- O. Engineer’s Report
- P. Attorney’s Report
- Q. Administrative Matters
- R. Board Members Comments
- S. Adjourn

Miscellaneous Notices Published in The News-Press on June 8, 2023

Location

Lee County, Florida

Notice Text

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**COUNTY LINE DRAINAGE DISTRICT
REGULAR BOARD MEETING
APRIL 12, 2023**

A. CALL TO ORDER

The April 12, 2023, Regular Board Meeting of the County Line Drainage District (the “District”) was called to order at 10:00 a.m. at 23351 North River Road, Alva, Florida 33920.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on September 30, 2022, as part of the District’s Fiscal Year 2022/2023 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

President	Joe Beale	Present
Vice President	Paul Fabry	Present
Assistant Secretary	Pat McKenna	Present

Staff members in attendance were:

District Manager	Kathleen Meneely	Special District Services, Inc.
General Counsel	Bob Diffenderfer & Seth Behn	Lewis, Longman & Walker
District Engineer	Kyle Grandusky	GMAwater, LLC
Field Consultant	Randy Sebring	

Also present were Cullun Jefferies, Sue Hansen and Jeff Walk of Special District Services, Inc. (via phone).

D. ADDITIONS OR DELETIONS TO THE AGENDA

There was a consensus of the Board to change the order of the agenda items and take reports first, as Mr. Grandusky had to leave the meeting early.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. January 11, 2023, Regular Board Meeting

The January 11, 2023, Regular Board Meeting minutes were presented for consideration.

A **motion** was made by Mr. Fabry seconded by Mr. McKenna and passed unanimously approving January 11, 2023, Regular Board Meeting minutes, as presented.

G. OLD BUSINESS

There were no Old Business items to come before the Board.

H. NEW BUSINESS

1. Discussion Regarding Reinstating Crews Bank Line of Credit

Ms. Meneely advised that the application was moving along.

2. Consider Resolution No. 2023-01 – Adopting a Fiscal Year 2023/2024 Proposed Budget

Resolution No. 2023-01 was presented, entitled:

RESOLUTION NO. 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY LINE DRAINAGE DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

Mr. Walker went over the budget, stating that the assessment was unchanged and there were no special requests for maintenance expenses.

A **motion** was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously adopting Resolution No. 2023-01, as presented.

Mr. Grandusky left the meeting at 10:15 a.m. after giving his report.

I. MANAGER'S REPORT

1. Financial Report

Ms. Meneely went over financial report. There were no questions from the Members of the Board.

Ms. Meneely reminded the Board that their next meeting was scheduled for June 28, 20233 and included the Landowners' Meeting as well as the budget public hearing.

J. FIELD REPORT

Mr. Sebring advised that Dean was beginning to spray.

Mr. Sebring advised that the pumphouse had some serious erosion and needed to be back filled to hold up the rip rap.

After discussion, a motion was made by Mr. Fabry, seconded by Mr. Beale and passed unanimously directing Mr. McKenna to get the area fixed for a cost not to exceed \$15,000.

Mr. Sebring added that the roads would need some grading once the rainy season begins.

K. ENGINEER’S REPORT – (Taken at the beginning of the meeting)

Mr. Grandusky stated that he had touched base with Shane Parker regarding the status of the County Line ditch, indicating that it was underway.

L. ATTORNEY’S REPORT

1. Update on Dean Case

Mr. Diffenderfer reminded the Board that they had declined the quit claim deed and that a quiet title action had been filed. He added that he would be filing a response to the pleading next week and will keep the Board posted.

Mr. Diffenderfer also advised that the retirement party for Terry Lewis would be held Saturday, May 20th and that everyone was invited.

M. ADMINISTRATIVE MATTERS

Ms. Meneely reminded the Board that their next meeting was scheduled for June 28, 2023, and it would include their Landowners’ Election. Mr. McKenna advised that he could not make that meeting but there was a consensus of the Board to continue to hold the meeting on that date as they would still have a quorum.

N. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

O. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Beale, seconded by Mr. Fabry and passed unanimously adjourning the Regular Board Meeting at 10:25 a.m.

Secretary/Assistant Secretary

President/Vice President

Miscellaneous Notices Published in The News-Press on June 8, 2023

Location

Lee County, Florida

Notice Text

COUNTY LINE DRAINAGE DISTRICT NOTICE OF PUBLIC HEARING, ANNUAL LANDOWNERS' MEETING AND REGULAR BOARD MEETING NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of County Line Drainage District (the "District") will hold a Public Hearing, an Annual Landowners' Meeting and a Regular Board Meeting ("Meeting" or "Meetings") on June 28, 2023, at 10:00 a.m. in the offices of County Line Drainage District located at 23351 North River Road, Alva, Florida 33920. The purpose of the Public Hearing is for the Board to consider the Fiscal Year 2023/2024 Proposed Final Budget of the District. The purpose of the Annual Landowners' Meeting is to elect one (1) Supervisor to the Board. The purpose of the Regular Board Meeting is for the Board to consider any other business which may properly come before it. A copy of the Budget and/or Agendas may be obtained from the District's website (www.countylinedd.org) or from the District Manager, Special District Services, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410. The Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meetings may be continued as found necessary to a time and place specified on the record. There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Pursuant to the Americans with Disabilities Act, any person requiring special accommodation to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 who can aid you in contacting the District Office. A person who decides to appeal any decision made at these Meetings is advised that person will need a record of the proceedings and that accordingly the person may need to ensure that a verbatim record of the proceedings in made, including any testimony or evidence upon which the appeal is to be based. Meetings may be cancelled from time to time without advertised notice. Kathleen Dailey Meneely District Manager, County Line Drainage District www.countylinedd.org AD#5725255 Jun. 8, 15, 2023

RESOLUTION NO. 2023-02

**A RESOLUTION OF THE COUNTY LINE DRAINAGE DISTRICT
ADOPTING A FISCAL YEAR 2023/2024 BUDGET.**

WHEREAS, the County Line Drainage District (“District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2023/2024 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

WHEREAS, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non ad-valorem assessments upon the properties within the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE COUNTY LINE DRAINAGE DISTRICT THAT:**

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 28th day of June, 2023.

ATTEST:

**COUNTY LINE
DRAINAGE DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

County Line Drainage District

**Final Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

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- I FINAL BUDGET
- II DETAILED FINAL BUDGET

FINAL BUDGET
COUNTY LINE DRAINAGE DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
Assessments	167,584
Miscellaneous Income	0
Interest Income	300
Total Revenues	\$ 167,884
EXPENDITURES	
Management Fees	30,648
Legal Fees	10,500
Legal Advertising	1,100
Engineering	7,000
Audit Fees	9,100
Insurance	8,600
Meetings and Membership Dues	750
Miscellaneous	700
Postage	175
Office Supplies	300
Outside Maintenance Labor	32,000
Weed Control	25,000
Control Structures	20,000
Fuel/Lubricants	4,000
Equipment Parts	6,000
Construction Materials	500
Road Maintenance	14,000
Canal Maintenance	12,500
North Dike Maintenance	12,500
Water Analyses	3,000
Reserve	30,000
Total Expenditures	\$ 228,373
Revenues Less Expenditures	\$ (60,489)
Tax Collector Fees	(535)
Discounts For Early Payments	(7,327)
Property Appraiser Fees	(354)
Excess/ (Shortfall)	\$ (68,705)
Carryover From Prior Year	68,705
Net Excess/ (Shortfall)	\$ -

**DETAILED FINAL BUDGET
COUNTY LINE DRAINAGE DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR ACTUAL 2022/2023 AS OF 5/31/2023	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES					
Assessments	186,693	77,987	167,584	167,584	Expenditures Less Interest/.94
Miscellaneous Income	0	1,100	0	0	
Interest Income	245	3,687	180	300	Interest Projected At \$25 Per Month
Total Revenues	\$ 186,938	\$ 82,774	\$ 167,764	\$ 167,884	
EXPENDITURES					
Management Fees	28,896	19,840	29,760	30,648	CPI Adjustment (Capped At 3%)
Legal Fees	7,880	13,602	7,500	10,500	\$3,000 Increase From 2022/2023 Budget
Legal Advertising	1,091	283	1,000	1,100	\$100 Increase From 2022/2023 Budget
Engineering	2,375	2,090	6,000	7,000	\$1,000 Increase From 2022/2023 Budget
Audit Fees	8,900	0	8,700	9,100	\$200 Increase From 2022/2023 Budget
Insurance	7,445	8,022	7,850	8,600	Insurance Estimate
Meetings and Membership Dues	175	175	750	750	No Change From 2022/2023 Budget
Miscellaneous	267	212	828	700	Miscellaneous
Postage	145	118	175	175	No Change From 2022/2023 Budget
Office Supplies	349	234	275	300	\$25 Increase From 2022/2023 Budget
Outside Maintenance Labor	31,379	18,520	25,000	32,000	\$7,000 Increase From 2022/2023 Budget
Weed Control	12,150	8,110	25,000	25,000	No Change From 2022/2023 Budget
Control Structures	0	0	25,000	20,000	\$5,000 Decrease From 2022/2023 Budget
Fuel/Lubricants	2,313	0	4,000	4,000	No Change From 2022/2023 Budget
Equipment Parts	5,266	10,300	3,000	6,000	\$3,000 Increase From 2022/2023 Budget
Construction Materials	0	0	500	500	No Change From 2022/2023 Budget
Road Maintenance	0	11,550	14,000	14,000	No Change From 2022/2023 Budget
Canal Maintenance	10,451	0	20,000	12,500	\$7,500 Decrease From 2022/2023 Budget
North Dike Maintenance	8,681	7,915	15,000	12,500	\$2,500 Decrease From 2022/2023 Budget
Water Analyses	769	564	3,000	3,000	No Change From 2022/2023 Budget
Reserve	0	14,750	30,000	30,000	Reserve
Total Expenditures	\$ 128,532	\$ 116,285	\$ 227,338	\$ 228,373	
Revenues Less Expenditures	\$ 58,406	\$ (33,511)	\$ (59,574)	\$ (60,489)	
Tax Collector Fees	(379)	(513)	(535)	(535)	Tax Collector Fees
Discounts For Early Payments	(1,963)	(3,068)	(7,327)	(7,327)	Four Percent Of Total Assessment Roll
Property Appraiser Fees	(354)	(354)	(354)	(354)	Property Appraiser Fees
Excess/ (Shortfall)	\$ 55,710	\$ (37,446)	\$ (67,790)	\$ (68,705)	
Carryover From Prior Year	0	0	67,790	68,705	Carryover From Prior Year
Net Excess/ (Shortfall)	\$ 55,710	\$ (37,446)	\$ -	\$ -	

Note: Assessments Totaling \$79,124.33 Were Received On 6-15-23.

County Line Drainage District Assessment Comparison

	Fiscal Year 2020/2021 Assessment Per Unit	Fiscal Year 2021/2022 Assessment Per Unit	Fiscal Year 2022/2023 Assessment Per Unit	Fiscal Year 2023/2024 Projected Assessment Per Unit
Assessments (Per Acre Rate)	\$ 51.88	\$ 50.00	\$ 44.91	\$ 44.91

* Assessments Include the Following :

4% Discount for Early Payments
And County Tax Collector Fee And
County Property Appraiser Fee

District Information:

Units (One Unit = 1 Acre) 3,732.04

RESOLUTION NO. 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY LINE DRAINAGE DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the County Line Drainage District ("District") to establish a regular meeting schedule for fiscal year 2023/2024; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2023/2024 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY LINE DRAINAGE DISTRICT, LEE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2023/2024 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 28th day of June, 2022.

ATTEST:

**COUNTY LINE
DRAINAGE DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**COUNTY LINE DRAINAGE DISTRICT
FISCAL YEAR 2022/2023 REGULAR MEETING SCHEDULE**

Regular Meetings of the Board of Supervisors of the County Line Drainage District (the “District”) will be held at 10:00 a.m. in the District’s office located at 23351 North River Road, Alva, Florida 33920 on the following dates:

**October 11, 2023
January 10, 2024
April 10, 2024
July 10, 2024**

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The meetings may be continued in progress without additional notice to a time, date, and location stated on the record. Copies of the agenda for these meetings may be obtained from the District’s website or from the District Manager, Special District Services, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410. There may be occasions when one or more Supervisors will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800- 955-8770, who can aid you in contacting the District Office.

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

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

www.countylinedd.org

PUBLISH: FORT MYERS NEWS-PRESS 00/00/2023

DISBURSEMENT AUTHORIZATION AND CASH PAYMENT SUMMARY

DATE AND PARTIES. The date of this Disbursement Authorization and Cash Payment Summary is June 28, 2023. The parties and their addresses are:

LENDER:
CREWS BANK & TRUST
 400 N Brevard Ave
 Arcadia, FL 34266
 Telephone: 863-494-2220

BORROWER:
COUNTY LINE DRAINAGE DISTRICT
 2501 Burns Rd Ste A
 Palm Bch Gdns, FL 33410-5207

Loan Number: 250000000316

1. DEFINITIONS. As used in this Disbursement Authorization and Cash Payment Summary, the terms have the following meanings:

- A. Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers signing this Disbursement Authorization and Cash Payment Summary, individually and together. "You" and "Your" refer to the Lender.
- B. Loan.** "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Disbursement Authorization and Cash Payment Summary.

2. DISBURSEMENT SUMMARY. The following summarizes the disbursements from the Loan.

Loan		\$100,000.00
Cash Paid In	\$35.00	
Amount Contributed by Borrower	\$0.00	
Total Cash Received		\$35.00
Disbursed to Borrowers	\$0.00	
Disbursed to Lender	\$0.00	
Disbursed to Other Payees	\$35.00	
Total Amounts Disbursed		\$35.00
Amount Remaining To Be Disbursed		\$100,000.00
Undisbursed Fees/Charges		\$0.00

3. DISBURSEMENT AUTHORIZATION. I authorize you to disburse the following amounts from my Loan.

DISBURSED TO:	DATE:	AMOUNT DISBURSED:
Disbursements to Borrower:		\$0.00
Disbursements to Lender:		\$0.00
Disbursements to third parties:		\$0.00
TOTAL DISBURSED:		\$0.00

4. CASH PAYMENT SUMMARY. The following loan charges are cash payments collected prior to or at settlement.

DISBURSED TO:	DATE:	AMOUNT DISBURSED:
Cash Fees & Charges disbursed to third parties:		\$35.00
Other:	06/28/2023	\$35.00
Recording - UCC (State)	\$35.00	B
Items marked with an asterisk (*) have been paid outside of closing in whole or in part		
Items marked with a (B) are paid by borrower, Items marked with a (S) are paid by seller, Items marked with a (L) are paid by lender, Items marked with a (T) are paid by third party		
TOTAL OF CASH PAYMENTS:		\$35.00

Amount remaining to be disbursed, if any: \$100,000.00

I acknowledge receipt of a copy of this Disbursement Authorization and Cash Payment Summary on June 28, 2023.

BORROWER:
 County Line Drainage District

By _____ Date _____
 Joseph Beale Jr, President and Chariman

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
250000000316	County Line Drainage District	CAA0285	06/28/23	GOLV02
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$100,000.00	Wall Street Journal Prime	8.250%	06/28/25	Commercial
Creditor Use Only				

PROMISSORY NOTE

(Commercial - Draw)

State of Florida's Documentary Stamp is not required on this Note.

DATE AND PARTIES. The date of this Promissory Note (Note) is June 28, 2023. The parties and their addresses are:

LENDER:

CREWS BANK & TRUST
400 N Brevard Ave
Arcadia, FL 34266
Telephone: 863-494-2220

BORROWER:

COUNTY LINE DRAINAGE DISTRICT
2501 Burns Rd Ste A
Palm Bch Gdns, FL 33410-5207

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, amounts advanced from time to time under the terms of this Note up to the maximum total principal balance of **\$100,000.00 (Principal)**, plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Note is paid in full and you have no further obligations to make advances to me under the Loan.

3. ADVANCES. Advances under this Note are made according to the following terms and conditions.

A. Requests for Advances. My requests are a warranty that I am in compliance with all the Loan Documents. When required by you for a particular method of advance, my requests for an advance must specify the requested amount and the date and be accompanied with any agreements, documents, and instruments that you require for the Loan. Any payment by you of any check, share draft or other charge may, at your option, constitute an advance on the Loan to me. All advances will be made in United States dollars. I will indemnify you and hold you harmless for your reliance on any request for advances that you reasonably believe to be genuine. To the extent permitted by law, I will indemnify you and hold you harmless when the person making any request represents that I authorized this person to request an advance even when this person is unauthorized or this person's signature is not genuine.

I or anyone I authorize to act on my behalf may request advances by the following methods.

- (1) I make a request in person.
- (2) I make a request by phone.
- (3) Online Banking

B. Advance Limitations. In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations.

- (1) Discretionary Advances. You will make all Loan advances at your sole discretion.
- (2) Advance Amount. Subject to the terms and conditions contained in this Note, advances will be made in exactly the amount I request.
- (3) Disbursement of Advances. On my fulfillment of this Note's terms and conditions, you will disburse the advance in any manner as you and I agree.
- (4) Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future. I will pay any overadvances in addition to my regularly scheduled payments. I will repay any overadvance by repaying you in full within days after the overadvance occurs.
- (5) Records. Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balances and the accrued interest.

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of **8.250 percent (Interest Rate)** until June 29, 2023, after which time it may change as described in the Variable Rate subsection.

A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the Florida usury laws under Fla. Stat. § 687.

D. Accrual. Interest accrues using an Actual/360 days counting method.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

(1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: The base rate on corporate loans posted by at least 70% of the 10 largest U.S. banks known as the Wall Street Journal U.S. Prime Rate (the "Benchmark").

The Benchmark is the most recent index value available on each Change Date. You do not guaranty by selecting this Benchmark, or the Margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, I agree and consent to you selecting a substitute Benchmark and an alternative Margin - all at your sole discretion. You will give me advance notice of your selection. As used in this subsection, "no longer available" includes, but is not limited to, when a Benchmark is terminated, becomes deregulated, or becomes unacceptable for use by a regulator.

If the Benchmark is deemed to be no longer available it will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the administrator, including any successor administrator of the Benchmark, has stopped providing the Benchmark to the general public; (ii) the administrator or its regulator issues a public statement indicating that the Benchmark is no longer reliable or representative; or (iii) the effective date of an applicable federal or state law, or applicable federal or state regulation that prohibits use of the Benchmark. If a Replacement Event occurs, you will select a new benchmark (the "Replacement Benchmark") and may also select a new margin (the "Replacement Margin"), as follows:

(a) If a replacement benchmark and margin has been selected or recommended by the Federal Reserve Board, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York at the time of a Replacement Event, you shall select that benchmark and margin as the Replacement Benchmark and Replacement Margin.

(b) If (a) is not available at the time of a Replacement Event, you will make a reasonable, good faith effort to select a Replacement Benchmark and a Replacement Margin that, when added together, you reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Benchmark and the Replacement Benchmark.

The Replacement Benchmark and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine the interest rate and payments on Change Dates that are more than 0 days after a Replacement Event. The Benchmark and Margin could be replaced more than once during the term of the Note. After a Replacement Event, all references to the "Benchmark" and "Margin" shall be deemed to be references to the "Replacement Benchmark" and "Replacement Margin." You will also give me notice of the Replacement Benchmark and Replacement Margin, if any, and such other information required by applicable law and regulation.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change June 29, 2023 and daily thereafter.

(3) Calculation Of Change. On each Change Date you will calculate the Interest Rate, which will be the Benchmark. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Limitations. The Interest Rate changes are subject to the following limitations:

(a) Lifetime. The Interest Rate will never be greater than 18.000 percent or less than 7.000 percent.

(5) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments and the amount of the final payment will change.

5. **ADDITIONAL CHARGES.** As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Recording - UCC (State). A(n) Recording - UCC (State) fee of \$35.00 payable from separate funds on or before today's date.

6. **REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. Late Charge. If a payment is more than 10 days late, I will be charged 5.000 percent of the Unpaid Portion of Payment. I will pay this late charge promptly but only once for each late payment.

B. Returned Payment Charge. I agree to pay a fee not to exceed \$33.00 for each check, electronic payment, negotiable order of withdrawal or draft I issue in connection with the Loan that is returned because it has been dishonored.

7. **PAYMENT.** I agree to pay this Note in installments of accrued interest beginning December 28, 2023, and then on the same day in each 6th month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on June 28, 2025.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due, then to principal that is due, then to escrow that is due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

8. **PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. **LOAN PURPOSE.** The purpose of this Loan is Working capital line of credit.

10. **SECURITY.** The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document
Security Agreement - County Line Drainage District	County Line Drainage District

11. **LIMITATIONS ON CROSS-COLLATERALIZATION.** The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

12. **DEFAULT.** I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.

C. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Note.

D. Other Documents. A default occurs under the terms of any other Loan Document.

E. Other Agreements. I am in default on any other debt or agreement I have with you.

F. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

G. Judgment. I fail to satisfy or appeal any judgment against me.

H. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

I. Name Change. I change my name or assume an additional name without notifying you before making such a change.

J. Property Transfer. I transfer all or a substantial part of my money or property.

K. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

L. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.

13. **DUE ON SALE OR ENCUMBRANCE.** You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

14. **WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

15. **REMEDIES.** After I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of this Note immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

E. Termination. You may terminate my rights to obtain advances or other extensions of credit by any of the methods provided in this Note.

F. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

16. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, attorneys' fees of 10 percent of the Principal sum due or a larger amount as the court judges as reasonable and just, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

17. **COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

18. **WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

19. **INSURANCE.** I agree to obtain the insurance described in this Loan Agreement.

A. Property Insurance. I will insure or retain insurance coverage on any tangible property that secures the Loan and abide by the insurance requirements of any security instrument securing the Loan.

B. Insurance Warranties. I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts under this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

20. **CREDITOR-PLACED INSURANCE NOTICE.** I am giving you a security interest in the Property described in the security instrument(s) securing the Loan. I am required to maintain insurance on the tangible property described in the security instrument(s) to protect your interest until all debts under this agreement are paid. If I fail to provide evidence of insurance on the tangible property to you, you may place insurance on the tangible property and I will be responsible to pay for the costs of that creditor-placed insurance.

21. **APPLICABLE LAW.** This Note is governed by the laws of Florida, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Florida, unless otherwise required by law.

22. **JOINT AND SEVERAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my successors and assigns.

23. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

24. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

25. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

26. **CREDIT INFORMATION.** I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

27. **ERRORS AND OMISSIONS.** I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

28. **WAIVER OF JURY TRIAL.** All of the parties to this Note knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Note or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

29. **SIGNATURES.** By signing, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

County Line Drainage District

By _____ Date _____
Joseph Beale Jr, President and Chariman

SECURITY AGREEMENT

DATE AND PARTIES. The date of this Security Agreement (Agreement) is June 28, 2023. The parties and their addresses are:

SECURED PARTY:

CREWS BANK & TRUST
400 N Brevard Ave
Arcadia, FL 34266

DEBTOR:

COUNTY LINE DRAINAGE DISTRICT
2501 Burns Rd Ste A
Palm Bch Gdns, FL 33410-5207

Definitions. For the purposes of this document, the following terms have the following meanings.

"Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

The pronouns "you" and "your" refer to the Secured Party. The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Debtor and agreeing to give the Property described in this Agreement as security for the Secured Debts.

1. SECURED DEBTS. The term "Secured Debts" includes and this Agreement will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 250000000316, dated June 28, 2023, from me to you, in the amount of \$100,000.00.

B. Sums Advanced. All sums advanced and expenses incurred by you under the terms of this Agreement.

Loan Documents refer to all the documents executed in connection with the Secured Debts.

2. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

3. SECURITY INTEREST. To secure the payment and performance of the Secured Debts, I grant you a security interest in all of the Property described in this Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the Property). Property is all the collateral given as security for the Secured Debts and described in this Agreement, and includes all obligations that support the payment or performance of the Property. "Proceeds" includes cash proceeds, non-cash proceeds and anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

4. PROPERTY DESCRIPTION. The Property is described as follows:

A. Specific Property. The loan shall be secured by the Pledged Funds derived from assessments authorized to be levied by the County Line Drainage District as a duly created and validly existing subdivision of the State of Florida. Loan shall also be secured by all property and assets of the County Line Drainage District, whether real or personal, whether granted now or in the future and whether granted in terms of a security interest, mortgage, assignment, financing statement, chattel mortgage or trust, or any other security or lien interest whatsoever

5. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing me or to which I am a party. My principal residence is located in Florida. I will provide you with at least 30 days notice prior to any change in my name or principal residence location.

A. Ownership of Property. I represent that I own all of the Property. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

6. DUTIES TOWARD PROPERTY.

A. Protection of Secured Party's Interest. I will defend the Property against any other claim. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

B. Use, Location, and Protection of the Property. I will keep the Property in my possession and in good repair. I will use it only for commercial purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to inspect the Property and I will immediately inform you of any loss or damage to the Property. I will not cause or permit waste to the Property.

I will keep the Property at my address listed in the DATE AND PARTIES section unless we agree I may keep it at another location. If the Property is to be used in other states, I will give you a list of those states. The location of the Property is given to aid in the identification of the Property. It does not in any way limit the scope of the security interest granted to you. I will notify you in writing and obtain your prior written consent to any change in location of any of the Property. I will not use the Property in violation of any law. I will notify you in writing prior to any change in my name or address.

Until the Secured Debts are fully paid and this Agreement is terminated, I will not grant a security interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of these taxes and assessments upon request.

C. Selling, Leasing or Encumbering the Property. I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written permission. Any disposition of the Property contrary to this Agreement will violate your rights. Your permission to sell the Property may be reasonably withheld without regard to the creditworthiness of any buyer or transferee. I will not permit the Property to be the subject of any court order affecting my rights to the Property in any action by anyone other than you. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.

D. Additional Duties Specific to Accounts. I will not settle any Account for less than its full value without your written permission. Until you tell me otherwise, I will collect all Accounts in the ordinary course of business. I will not dispose of the Accounts by assignment without your prior written consent. I will keep the proceeds from all the Accounts and any goods which are returned to me or which I take back. I will not commingle them with any of my other property. I will deliver the Accounts to you at your request. If you ask me to pay you the full price on any returned items or items retaken by me, I will do so. I will make no material change in the terms of any Account, and I will give you any statements, reports, certificates, lists of Account Debtors (showing names, addresses and amounts owing), invoices applicable to each Account, and other data in any way pertaining to the Accounts as you may request.

7. COLLECTION RIGHTS OF THE SECURED PARTY. Account Debtor means the person who is obligated on an account, chattel paper, or general intangible. I authorize you to notify my Account Debtors of your security interest and to deal with the Account Debtors' obligations at your discretion. You may enforce the obligations of an Account Debtor, exercising any of my rights with respect to the Account Debtors' obligations to make payment or otherwise render performance to me, including the enforcement of any security interest that secures such obligations. You may apply proceeds received from the Account Debtors to the Secured Debts or you may release such proceeds to me.

I specifically and irrevocably authorize you to exercise any of the following powers at my expense, without limitation, until the Secured Debts are paid in full:

A. demand payment and enforce collection from any Account Debtor or Obligor by suit or otherwise.

B. enforce any security interest, lien or encumbrance given to secure the payment or performance of any Account Debtor or any obligation constituting Property.

C. file proofs of claim or similar documents in the event of bankruptcy, insolvency or death of any person obligated as an Account Debtor.

- D. compromise, release, extend, or exchange any indebtedness of an Account Debtor.
- E. take control of any proceeds of the Account Debtors' obligations and any returned or repossessed goods.
- F. endorse all payments by any Account Debtor which may come into your possession as payable to me.
- G. deal in all respects as the holder and owner of the Account Debtors' obligations.

8. AUTHORITY TO PERFORM. I authorize you to do anything you deem reasonably necessary to protect the Property, and perfect and continue your security interest in the Property. If I fail to perform any of my duties under this Agreement or any other Loan Document, you are authorized, without notice to me, to perform the duties or cause them to be performed.

These authorizations include, but are not limited to, permission to:

- A. pay and discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property.
- B. pay any rents or other charges under any lease affecting the Property.
- C. order and pay for the repair, maintenance and preservation of the Property.
- D. file any financing statements on my behalf and pay for filing and recording fees pertaining to the Property.
- E. place a note on any chattel paper indicating your interest in the Property.
- F. take any action you feel necessary to realize on the Property, including performing any part of a contract or endorsing it in my name.
- G. handle any suits or other proceedings involving the Property in my name.
- H. prepare, file, and sign my name to any necessary reports or accountings.
- I. make an entry on my books and records showing the existence of this Agreement.
- J. notify any Account Debtor or Obligor of your interest in the Property and tell the Account Debtor or Obligor to make payments to you or someone else you name.

If you perform for me, you will use reasonable care. If you exercise the care and follow the procedures that you generally apply to the collection of obligations owed to you, you will be deemed to be using reasonable care. Reasonable care will not include: any steps necessary to preserve rights against prior parties; the duty to send notices, perform services or take any other action in connection with the management of the Property; or the duty to protect, preserve or maintain any security interest given to others by me or other parties. Your authorization to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Loan Agreement. All cash and non-cash proceeds of the Property may be applied by you only upon your actual receipt of cash proceeds against such of the Secured Debts, matured or unmatured, as you determine in your sole discretion.

If you come into actual or constructive possession of the Property, you will preserve and protect the Property. For purposes of this paragraph, you will be in actual possession of the Property only when you have physical, immediate and exclusive control over the Property and you have affirmatively accepted that control. You will be in constructive possession of the Property only when you have both the power and the intent to exercise control over the Property.

9. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

- A. **Payments.** I fail to make a payment in full when due.
- B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Obligor, or any co-signer, endorser, surety or guarantor of this Agreement or any other obligations Obligor has with you.
- C. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Agreement.
- D. **Other Documents.** A default occurs under the terms of any other Loan Document.
- E. **Other Agreements.** I am in default on any other debt or agreement I have with you.
- F. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- G. **Judgment.** I fail to satisfy or appeal any judgment against me.
- H. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- I. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.
- J. **Property Transfer.** I transfer all or a substantial part of my money or property.
- K. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.
- L. **Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

10. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Agreement to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

11. REMEDIES. After I default, you may at your option do any one or more of the following.

- A. **Acceleration.** You may make all or any part of the amount owing by the terms of the Secured Debts immediately due.
- B. **Sources.** You may use any and all remedies you have under state or federal law or in any Loan Document.
- C. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- D. **Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the Secured Debts.
- E. **Assembly of Property.** You may require me to gather the Property and make it available to you in a reasonable fashion.
- F. **Repossession.** You may repossess the Property so long as the repossession does not involve a breach of the peace. You may sell, lease or otherwise dispose of the Property as provided by law. You may apply what you receive from the disposition of the Property to your expenses, your attorneys' fees and legal expenses (where not prohibited by law), and any debt I owe you. If what you receive from the disposition of the Property does not satisfy the debt, I will be liable for the deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

Where a notice is required, I agree that ten days prior written notice sent by first class mail or via a nationally recognized overnight courier to my address listed in this Agreement will be reasonable notice to me under the Florida Uniform Commercial Code. If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing (where permitted by law).

If any items not otherwise subject to this Agreement are contained in the Property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them (where permitted by law).

G. Use and Operation. You may enter upon my premises and take possession of all or any part of my property for the purpose of preserving the Property or its value, so long as you do not breach the peace. You may use and operate my property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

H. Waiver. By choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. WAIVER OF CLAIMS. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

13. PERFECTION OF SECURITY INTEREST AND COSTS. I authorize you to file a financing statement and/or security agreement, as appropriate, covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining perfection or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code. I agree to pay all taxes, fees and costs you pay or incur in connection with preparing, filing or recording any financing statements or other security interest filings on the Property. I agree to pay all actual costs of terminating your security interest.

14. APPLICABLE LAW. This Agreement is governed by the laws of Florida, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Florida, unless otherwise required by law.

15. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. You may sue each Debtor individually or together with any other Debtor. You may release any part of the Property and I will still be obligated under this Agreement for the remaining Property. Debtor agrees that you and any party to this Agreement may extend, modify or make any change in the terms of this Agreement or any evidence of debt without Debtor's consent. Such a change will not release Debtor from the terms of this Agreement. If you assign any of the Secured Debts, you may assign all or any part of this Agreement without notice to me or my consent, and this Agreement will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Agreement as to any of the Secured Debts that are not assigned. This Agreement shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Secured Debts and shall be binding upon and enforceable against me and my successors and assigns.

16. AMENDMENT, INTEGRATION AND SEVERABILITY. This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

17. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

18. NOTICE AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Debtor will be deemed to be notice to all Debtors. I will inform you in writing of any change in my name, address or other application information. I will provide you any other, correct and complete information you request to effectively grant a security interest on the Property. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Agreement and to confirm your lien status on any Property. Time is of the essence.

19. WAIVER OF JURY TRIAL. All of the parties to this Agreement knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Agreement or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

SIGNATURES. By signing, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

DEBTOR:

County Line Drainage District

By _____ Date _____
Joseph Beale Jr, President and Chariman

NOTICE REGARDING INACCURATE INFORMATION

As a participant in the consumer reporting system, we furnish information about our experience with you to consumer reporting agencies. These consumer reports allow us to make credit and other opportunities available to you. If you believe that we have furnished information to a consumer reporting agency that is inaccurate please notify us at the following address and identify the specific information that is inaccurate.

Crews Bank & Trust
Loan Servicing
400 N Brevard Ave
Arcadia, Florida 34266

863-494-2220

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Stacey Goff 941-473-8603
B. E-MAIL CONTACT AT FILER (optional) sfgoff@crewsbankcorp.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: 80%; margin: 5px auto;"> Crews Bank and Trust 400 N Brevard Ave Arcadia, Florida 34266 </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME County Line Drainage District				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2501 Burns Rd Ste A		CITY Palm Bch Gdns	STATE FL	POSTAL CODE 33410-5207
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Crews Bank & Trust				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 400 N Brevard Ave		CITY Arcadia	STATE FL	POSTAL CODE 34266
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral **Florida Documentary Stamp Tax is not required. The loan shall be secured by the Pledged Funds derived from assessments authorized to be levied by the County Line Drainage District as a duly created and validly existing subdivision of the State of Florida. Loan shall also be secured by all property and assets of the County Line Drainage District, whether real or personal, whether granted now or in the future and whether granted in terms of a security interest, mortgage, assignment, financing statement, chattel mortgage or trust, or any other security or lien interest whatsoever**

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**COUNTY LINE DRAINAGE DISTRICT
REGULAR BOARD MEETING
JANUARY 11, 2023**

A. CALL TO ORDER

The January 11, 2023, Regular Board Meeting of the County Line Drainage District (the “District”) was called to order at 10:00 a.m. at 23351 North River Road, Alva, Florida 33920.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on September 30, 2022, as part of the District’s Fiscal Year 2022/2023 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

President	Joe Beale	Present
Vice President	Paul Fabry	Present
Assistant Secretary	Pat McKenna	Present

Staff members in attendance were:

District Manager	Kathleen Meneely	Special District Services, Inc.
General Counsel	Bob Diffenderfer (via phone)	Lewis, Longman & Walker
District Engineer	Kyle Grandusky (via phone)	GMAwater, LLC
Field Consultant	Randy Sebring	

Also present were Keith & Stephanie Dean, Mark Ebelini, Cullum Jefferies, Dan Murray; and Seth Behn of Lewis Longman & Walker (via phone).

D. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. Meneely requested, and it was the consensus of the Board, to add under New Business - Consider Quit Claim Deed for the Dean Property, since the item was tabled at the last meeting.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. November 8, 2022, Regular Board Meeting

The November 8, 2022, Regular Board Meeting minutes were presented for consideration.

A **motion** was made by Mr. McKenna, seconded by Mr. Fabry and passed unanimously approving July 13, 2022, Public Hearing & Regular Board Meeting minutes, as presented.

G. OLD BUSINESS

1. Discussion Regarding Reinstating Crews Bank Line of Credit

Ms. Meneely went over the background of the application, noting that the Board had decided to move forward with reinstating the line of credit for \$100,000. The Board discussed the necessary information, including: the County Line Drainage District was the borrowing entity; SDS staff Tori Shamy and Kathleen Meneely are the approved individuals, in addition to the Board Members, to obtain information; Chairman Joe Beale is authorized to execute the loan documents and perform draws; and pledged funding comes from future tax receipts.

A **motion** was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously to continue moving forward with reinstating the line of credit with approval of all stipulations above recited.

2. Consider Quit Claim Deed for the Dean Property (ADDED)

Mr. Diffenderfer gave a background regarding a request to quit claim deed an easement of record over the Dean property, noting that the item had been tabled at the last meeting. Mr. Ebolini, attorney for the Deans, stated that the Deans were asking the Board to execute a quit claim deed and avoid the expense of going to court. He further stated that the original grantor of the easement may have had the intent to convey the easement, but did not have clear title and the Deans are looking for relief. Mr. Dean stated that the person who gave the easement never acquired the land and now the current owners want to develop it into three properties. Mr. Beale stated that it was nothing personal, but he had substantial concern for the District's interests.

A **motion** was made by Mr. Beale, seconded by Mr. McKenna and passed unanimously denying the Dean's request.

H. NEW BUSINESS

There were no New Business items to come before the Board.

I. MANAGER'S REPORT

1. Financial Report

Ms. Meneely went over financial report. There were no questions from the Members of the Board.

A motion was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously approving the financial report, as presented.

J. FIELD REPORT

Mr. Sebring went over his report as well as the culvert issue.

A motion was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously accepting the Field Report, as presented.

K. ENGINEER’S REPORT

Mr. Grandusky gave an update on the construction of interest to the District.

A motion was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously accepting the Engineer’s Report, as presented.

L. ATTORNEY’S REPORT

Ms. Meneely stated that attorney Terry Lewis of Lewis, Longman & Walker had retired and Robert Diffenderfer, along with Seth Behn, of the same firm would now serve in the role as the District’s attorneys. Both attorneys went over their backgrounds and their assistance to Mr. Lewis over his many years of service to the District.

A **motion** was made by Mr. Beale, seconded by Mr. Fabry and passed unanimously acknowledging the new attorneys who will represent the District.

M. ADMINISTRATIVE MATTERS

Ms. Meneely advised that the next meeting was scheduled for April 12, 2023.

N. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

O. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Beale, seconded by Mr. Fabry and passed unanimously adjourning the Regular Board Meeting at 10:30 a.m.

Secretary/Assistant Secretary

President/Vice President

From: Gloria Olvera <GOlvera@crews.bank>
Date: June 14, 2023 at 5:22:18 PM EDT
To: Tori Shamy <tshamy@sdsinc.org>
Subject: Loan Document

I'm using Mimecast to share large files with you. Please see the attached instructions.

Tori,

Attached are the loan documents for the RLOC to County Line Drainage District. I also included the minutes of the meeting that will need to be signed by the Secretary and President. The copy we have in file is unsigned. You will need to send a check for \$35 for the filing of the UCC. The UCC does not need to be signed. Once executed, please mail them and the check back to Crews Bank & Trust, Attn: Gloria Olvera, 2747 SE Hwy70, Arcadia, FL 34266. If you have any question on any of the documents, please feel free to reach out.

Thank you,

County Line
Drainage District

**Financial Report For
May 2023**

**COUNTY LINE DRAINAGE DISTRICT
MONTHLY FINANCIAL REPORT
MAY 2023**

	Annual Budget 10/1/22 - 9/30/23	Actual May-23	Year To Date Actual 10/1/22 - 5/31/23
REVENUES			
Assessments	167,584	335	77,987
Miscellaneous Income	0	0	0
Other Income	0	0	1,100
Interest Income	180	0	3,687
Total Revenues	\$ 167,764	\$ 335	\$ 82,774
EXPENDITURES			
Management Fees	29,760	2,480	19,840
Legal Fees	7,500	6,626	13,602
Legal Advertisements	1,000	0	283
Engineering	6,000	0	2,090
Audit Fees	8,700	0	0
Insurance	7,850	0	8,022
Meetings and Membership Dues	750	0	175
Miscellaneous	828	61	212
Postage	175	33	118
Office Supplies	275	34	234
Outside Maintenance Labor	25,000	2,515	18,520
Weed Control	25,000	8,110	8,110
Control Structures	25,000	0	0
Fuel/Lubricants	4,000	0	0
Equipment Parts/Repairs	3,000	0	10,300
Construction Materials	500	0	0
Road Maintenance	14,000	0	11,550
Canal Maintenance	20,000	0	0
North Dike Maintenance	15,000	0	7,915
Water Analyses	3,000	0	564
Reserve	30,000	0	0
Drainage System	0	14,750	14,750
Total Expenditures	\$ 227,338	\$ 34,609	\$ 116,285
Revenues Less Expenditures	\$ (59,574)	\$ (34,274)	\$ (33,511)
Tax Collector Fees	(535)	0	(513)
Discounts For Early Payments	(7,327)	0	(3,068)
Property Appraiser Fees	(354)	0	(354)
Excess/ (Shortfall)	\$ (67,790)	\$ (34,274)	\$ (37,446)
Carryover From Prior Year	67,790	0	0
Net Excess/ (Shortfall)	\$ -	\$ (34,274)	\$ (37,446)

Note: Assessments Totaling \$79,124.33 Were Received On 6-15-23.

Bank Balance As Of 5/31/23	\$ 250,031.02
Accounts Payable As Of 5/31/23	\$ 35,882.28
Accounts Receivable As Of 5/31/23	\$ -
Available Funds As Of 5/31/23	\$ 214,148.74

County Line Drainage District
Budget vs. Actual
October 2022 through May 2023

	<u>Oct '22 - May 23</u>	<u>22/23 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
01-3500 · Assessment Revenue	77,986.82	167,584.00	-89,597.18	46.54%
01-3780 · Tax Collector Fees	-513.30	-535.00	21.70	95.94%
01-3785 · Assessment Discounts	-3,068.34	-7,327.00	4,258.66	41.88%
01-3790 · Property Appraiser Fee	-354.00	-354.00	0.00	100.0%
01-3900 · Other Income	1,100.00	0.00	1,100.00	100.0%
01-9510 · Interest Income	3,687.92	180.00	3,507.92	2,048.84%
01-9599 · Carryover From Prior Year	0.00	67,790.00	-67,790.00	0.0%
Total Income	<u>78,839.10</u>	<u>227,338.00</u>	<u>-148,498.90</u>	<u>34.68%</u>
Gross Profit	78,839.10	227,338.00	-148,498.90	34.68%
Expense				
01-1311 · Management Fees	19,840.00	29,760.00	-9,920.00	66.67%
01-1480 · Legal Advertisements	282.44	1,000.00	-717.56	28.24%
01-1513 · Postage and Delivery	118.41	175.00	-56.59	67.66%
01-1640 · Roadway Maintenance	11,550.00	14,000.00	-2,450.00	82.5%
01-1645 · Canal Maintenance	0.00	20,000.00	-20,000.00	0.0%
01-1646 · North Dike Maintenance	7,915.00	15,000.00	-7,085.00	52.77%
01-1650 · Outside maint. Labor	18,520.00	25,000.00	-6,480.00	74.08%
01-1660 · Weed Control	8,110.00	25,000.00	-16,890.00	32.44%
01-1670 · Control Structures	0.00	25,000.00	-25,000.00	0.0%
01-1680 · Fuels / Lubricants	0.00	4,000.00	-4,000.00	0.0%
01-1690 · Equipment Parts / Repairs	10,300.00	3,000.00	7,300.00	343.33%
01-1691 · Construction Materials	0.00	500.00	-500.00	0.0%
01-1750 · Legal Fees	13,602.00	7,500.00	6,102.00	181.36%
01-1760 · Engineering	2,090.00	6,000.00	-3,910.00	34.83%
01-1770 · Audit Fees	0.00	8,700.00	-8,700.00	0.0%
01-1795 · Meetings & Membership Dues	175.00	750.00	-575.00	23.33%
01-1800 · Insurance	8,022.00	7,850.00	172.00	102.19%
01-1804 · Drainage System	14,750.00	0.00	14,750.00	100.0%
01-1810 · Miscellaneous	212.42	828.00	-615.58	25.66%
01-1820 · Office Supplies	233.90	275.00	-41.10	85.06%
01-1833 · Water Analyses	564.00	3,000.00	-2,436.00	18.8%
01-1896 · Reserve	0.00	30,000.00	-30,000.00	0.0%
Total Expense	<u>116,285.17</u>	<u>227,338.00</u>	<u>-111,052.83</u>	<u>51.15%</u>
Net Ordinary Income	<u>-37,446.07</u>	<u>0.00</u>	<u>-37,446.07</u>	<u>100.0%</u>
Net Income	<u><u>-37,446.07</u></u>	<u><u>0.00</u></u>	<u><u>-37,446.07</u></u>	<u><u>100.0%</u></u>

**COUNTY LINE DRAINAGE DISTRICT
FIELD REPORT
FOR THE MONTHS OF APRIL THROUGH JUNE 2023**

1) CULVERTS REMOVED/INSTALLED

a) None.

2) CANALS CLEANED

a) None.

3) WEED CONTROL

a) Dean is working on spraying ditches.

4) ROADS MAINTENANCE

a) None.

5) METERS/PUMPS

a) Read all meters.

6) PROJECTED OR SPECIAL PROJECT

- a) Culvert in Section 3 needs to be replaced.
- b) Repaired pump house that was washed out on one side.