



**COUNTY LINE
DRAINAGE DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
APRIL 10, 2024
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
REGULAR BOARD MEETING
April 10, 2024
10:00 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. January 10, 2024 Regular Board Meeting.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Resolution No. 2024-01 – Adopting a Fiscal Year 2024/2025 Proposed Budget...Page 5
 - 2. Discussion Regarding Required Ethics Training.....Page 11
 - 3. Consider Approval of Agreement with Florida Agriculture Management for Field Inspector Services.....Page 12
 - 4. Consider Ratification of Culvert Installation by Environmental Land Development.....Page 19
- I. Manager’s Report
 - 1. Financial Report.....Page 20
- J. Field Report.....Page 24
- K. Engineer’s Report
- L. Attorney’s Report
- M. Administrative Matters
- N. Board Members Comments
- O. Adjourn

Attn:
**COUNTY LINE DRAINAGE C/O SPECI
2501 BURNS RD STE A
PALM BEACH GARDENS, FL 33410**

**COUNTY LINE DRAINAGE DISTRICT
FISCAL YEAR 2023/2024 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

State of Wisconsin, County of Brown:
Before the undersigned authority personally appeared J. Roberts, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

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.

**COUNTY LINE DRAINAGE DISTRICT FISCAL YEAR
2023/2024 REGULAR MEETING SCHEDULE** Regular Meetings
the Board of Supervisors of the County Line Drainage District

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.

In the Twentieth Judicial Circuit Court was published in said newspaper editions dated in the issues of or by publication on the newspaper's website, if authorized, on :

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.

09/29/2023

Meetings may be cancelled from time to time without advertised notice.
AD#5833768 Sept. 29, 2023

Affiant further says that the said News-Press is a paper of general circulation daily in Lee County and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper editions dated:

Sworn to and Subscribed before me this 29th of September 2023, by legal clerk who is personally known to me.

J. Roberts
Affiant

Nicole Jacobs
Notary State of Wisconsin, County of Brown

8-21-26
My commission expires

of Affidavits 1

This is not an invoice

NICOLE JACOBS
Notary Public
State of Wisconsin

**COUNTY LINE DRAINAGE DISTRICT
REGULAR BOARD MEETING
JANUARY 10, 2024**

A. CALL TO ORDER

The January 10, 2024, 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 29, 2023, as part of the District’s Fiscal Year 2023/2024 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	Seth Behn (via phone)	Lewis, Longman & Walker
General Counsel	Robert Diffenderfer (via phone)	Lewis, Longman & Walker
District Engineer	Kyle Grandusky (via phone)	GMAwater, LLC
Field Consultant	Randy Sebring	

Also present were Cullum Jefferies (via phone) and Brandon Lynn of Florida Agriculture Management.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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. October 11, 2023, Regular Board Meeting

The October 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 the October 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. Consider Agreement with Florida Agriculture Management for Field Inspector Services

Ms. Meneely advised that Mr. Sebring would no longer be providing field services and the past discussions was for Brandon Lynn of Florida Agriculture Management Company to take over that role. Mr. Beale provided a document outlining Mr. Lynn's responsibilities. He added that the services would be provided at \$750 a month and that Mr. Sebring had reviewed the agreement for accuracy. Ms. Meneely stated that she would like to add to the description the responsibility for providing field reports for meetings and assisting with the budgeting process.

After discussion, a **motion** was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously approving the Agreement with Florida Agriculture Management, in substantial form, subject to final legal review.

I. MANAGER'S REPORT

1. Financial Report

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

J. FIELD REPORT

Mr. Sebring went over his report included in the agenda packet.

K. ENGINEER'S REPORT

Mr. Grandusky had nothing to report at this time. Mr. Fabry asked when the water permit expired and Mr. Grandusky indicated it expires in 2031.

L. ATTORNEY'S REPORT

Mr. Diffenderfer stated that there was a summary judgement hearing on January 29th at the Lee County Judicial Center concerning the Dean lawsuit. He went over the background of the case regarding the release of easement, stating that it could not be extinguished as there is a public entity across the property and therefore the law supports the existence of the easement. Mr. Beale thanked the involved attorneys, stating that they did a good job with the case and all the historical documents.

Mr. Behn went over the new annual requirement for 4 hours of ethics training for special district supervisors. He added that he would bring information for the Supervisors to satisfy the requirement, which they will have to attest to on the now electronically submitted Form 1 – Statement of Financial Interests. He also went over some of the proposed legislation that would impact special districts, if approved.

M. ADMINISTRATIVE MATTERS

Ms. Meneely advised that the proposed budget would be presented at the April meeting and the Supervisors should send any changes to her as soon as possible so that it may be included in the budget.

Ms. Meneely went over the upcoming meeting schedule of April 10 and July 10. There was discussion about switching the July meeting to a date everyone could attend.

A motion was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously changing the date of the July meeting to August 7, 2024, and holding the budget public hearing on that same date.

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. Fabry, seconded by Mr. McKenna and passed unanimously adjourning the Regular Board Meeting at 10:30 a.m.

Secretary/Assistant Secretary

President/Vice President

RESOLUTION NO. 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY LINE DRAINAGE DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the County Line Drainage District (“District”) is required by Chapter 298, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2024/2025 has been prepared and considered by the Board.

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

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for August 7, 2024 at 10:00 a.m. in 23351 North River Road, Alva, Florida 33920, for the purpose of receiving public comments on the Proposed Fiscal Year 2024/2025 Budget.

PASSED, ADOPTED and EFFECTIVE this 10th day of April, 2024.

ATTEST:

COUNTY LINE DRAINAGE DISTRICT

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

County Line Drainage District

**Proposed Budget For
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025**

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I PROPOSED BUDGET

II DETAILED PROPOSED BUDGET

**PROPOSED BUDGET
COUNTY LINE DRAINAGE DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

	FISCAL YEAR 2024/2025 BUDGET
REVENUES	
Assessments	167,584
Miscellaneous Income	0
Interest Income	600
Total Revenues	\$ 168,184
EXPENDITURES	
Management Fees	31,560
Legal Fees	50,500
Legal Advertising	1,500
Engineering	7,000
Audit Fees	10,000
Insurance	9,200
Meetings and Membership Dues	750
Miscellaneous	700
Postage	175
Office Supplies	350
Outside Maintenance Labor	32,000
Weed Control	25,000
Control Structures	20,000
Fuel/Lubricants	4,000
Equipment Parts	10,000
Construction Materials	500
Road Maintenance	14,000
Canal Maintenance	12,500
North Dike Maintenance	12,500
Water Analyses	3,000
Reserve	15,000
Total Expenditures	\$ 260,235
Revenues Less Expenditures	\$ (92,051)
Tax Collector Fees	(535)
Discounts For Early Payments	(7,327)
Property Appraiser Fees	(354)
Excess/ (Shortfall)	\$ (100,267)
Carryover From Prior Year	100,267
Net Excess/ (Shortfall)	\$ -

**DETAILED PROPOSED BUDGET
COUNTY LINE DRAINAGE DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR ACTUAL 2023/2024 AS OF 3/31/2024	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES					
Assessments	170,990	77,472	167,584	167,584	Expenditures Less Interest/.94
Miscellaneous Income	1,100	0	0	0	
Interest Income	8,543	4,098	300	600	Interest Projected At \$50 Per Month
Total Revenues	\$ 180,633	\$ 81,570	\$ 167,884	\$ 168,184	
EXPENDITURES					
Management Fees	29,760	15,324	30,648	31,560	CPI Adjustment (Capped At 3%)
Legal Fees	38,893	44,102	10,500	50,500	\$40,000 Increase From 2023/2024 Budget
Legal Advertising	1,438	0	1,100	1,500	\$400 Increase From 2023/2024 Budget
Engineering	3,040	665	7,000	7,000	No Change From 2023/2024 Budget
Audit Fees	9,700	0	9,100	10,000	\$900 Increase From 2023/2024 Budget
Insurance	8,022	8,863	8,600	9,200	Insurance Estimate
Meetings and Membership Dues	175	175	750	750	No Change From 2023/2024 Budget
Miscellaneous	362	142	700	700	Miscellaneous
Postage	225	72	175	175	No Change From 2023/2024 Budget
Office Supplies	341	107	300	350	\$50 Increase From 2023/2024 Budget
Outside Maintenance Labor	32,005	7,515	32,000	32,000	No Change From 2023/2024 Budget
Weed Control	11,565	0	25,000	25,000	No Change From 2023/2024 Budget
Control Structures	0	0	20,000	20,000	No Change From 2023/2024 Budget
Fuel/Lubricants	0	0	4,000	4,000	No Change From 2023/2024 Budget
Equipment Parts	10,300	11,572	6,000	10,000	\$4,000 Increase From 2023/2024 Budget
Construction Materials	0	0	500	500	No Change From 2023/2024 Budget
Road Maintenance	11,550	0	14,000	14,000	No Change From 2023/2024 Budget
Canal Maintenance	0	0	12,500	12,500	No Change From 2023/2024 Budget
North Dike Maintenance	7,915	8,655	12,500	12,500	No Change From 2023/2024 Budget
Water Analyses	757	536	3,000	3,000	No Change From 2023/2024 Budget
Reserve	14,749	0	30,000	15,000	Reserve
Total Expenditures	\$ 180,797	\$ 97,728	\$ 228,373	\$ 260,235	
Revenues Less Expenditures	\$ (164)	\$ (16,158)	\$ (60,489)	\$ (92,051)	
Tax Collector Fees	(407)	(651)	(535)	(535)	Tax Collector Fees
Discounts For Early Payments	(3,068)	(2,871)	(7,327)	(7,327)	Four Percent Of Total Assessment Roll
Property Appraiser Fees	(354)	(354)	(354)	(354)	Property Appraiser Fees
Excess/ (Shortfall)	\$ (3,993)	\$ (20,034)	\$ (68,705)	\$ (100,267)	
Carryover From Prior Year	0	0	68,705	100,267	Carryover From Prior Year
Net Excess/ (Shortfall)	\$ (3,993)	\$ (20,034)	\$ -	\$ -	

County Line Drainage District Assessment Comparison

	Fiscal Year 2021/2022 Assessment Per Unit	Fiscal Year 2022/2023 Assessment Per Unit	Fiscal Year 2023/2024 Assessment Per Unit	Fiscal Year 2024/2025 Projected Assessment Per Unit
Assessments (Per Acre Rate)	\$ 50.00	\$ 44.91	\$ 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



Ethics Training

Beginning in 2024, District Supervisors are required to complete four (4) hours of ethics training annually. Below are links to two training sessions that will, upon completion, satisfy the training requirement. *Beginning with the 2024 Form 1, District Supervisors will be required to confirm that they have completed the training each year.*

- **State Ethics Laws for Constitutional Officers & Elected Municipal Officers**
 - <https://www.youtube.com/watch?v=U8JktIMKzyl>
- **Public Meetings and Public Records Law**
 - <https://www.myfloridalegal.com/sites/default/files/Full%2520audio%25202018%5B2%5D.mp3>

Both links can be found on SDS' website, at www.sdsinc.org/links.

The Florida Association of Special Districts (FASD) also offers a training option through Florida State University's Florida Institute of Government. If your special district is a member of FASD, the cost for this special district-specific ethics training is \$49.00 for each district official.

If your special district is NOT a member of FASD, the cost for this special district-specific ethics training is \$79.00 for each district official.

Information on the FASD course can be found at <https://www.fasd.com/ethics-for-special-districts>.

**AGREEMENT BETWEEN COUNTY LINE DRAINAGE
DISTRICT AND FLORIDA AGRI MANAGEMENT
COMPANY FOR OBSERVATION AND SUPERVISION OF
THE FIELD OPERATIONS OF THE DISTRICT.**

This Agreement is made and entered into this ____ day of _____, 20__ by and between:

COUNTY LINE DRAINAGE DISTRICT, an independent special purpose government in Lee County, Florida whose address is 27499 Riverview Center Blvd., #253, Bonita Springs, Florida 34134, (the “District” or “Client”),

and

FLORIDA AGRI MANAGEMENT COMPANY, whose address is 23351 N River Road, Alva, FL 33920 (the “Contractor”) (together, the “Parties.”)

RECITALS

WHEREAS, the District has a need for field operations observation and supervision; and

WHEREAS, the Contractor has provided a proposal for the necessary services required by the District, attached as Exhibit “A” (the “Proposal”); and

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

Section 1. Recitals. The recitals so stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Duties. The duties, obligations, and responsibilities of the Contractor are described in the Proposal attached hereto. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his designee.

Section 3. Price and payment. Pricing shall be as provided in the Proposal attached as Exhibit “A.” District shall remit payment within 30 days of receipt of invoice for work performed.

Section 4. Commencement and Term. The term of this Agreement shall commence upon the last Party executing this Agreement. Contract term shall be for one year and may be renewed annually by mutual consent of the parties, subject to renegotiation of the pricing.

Section 5. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the

Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Section 6. Insurance. During any period Contractor is working within the District, they shall retain the following insurance coverage:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation;
 - (ii) The District shall be named as additional insured
- (3) Employer's Liability Coverage with limits of at least \$300,000 (three hundred thousand dollars) per accident or disease.
- (4) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
- (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, provided coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

Section 7. Indemnification. Contractor agrees to indemnify and hold harmless and defend the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

Section 8. Agreement and Conflicts. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of the Proposal attached as Exhibit A, then this main Agreement instrument shall control.

Section 9. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made by an instrument in writing which is executed by both the District and the Contractor.

Section 10. Authorization. The execution of this Agreement had been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 11. Termination. Either of the Parties may terminate this agreement with 30 days notice. Upon termination, payment shall be immediately due for all services rendered through the termination date.

Section 12. Enforcement of Agreement. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings. The venue for any action to enforce this Agreement shall be in Lee County, Florida.

Section 13. Notices. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to Contractor: FLORIDA AGRI MANAGEMENT COMPANY,
23351 N River Road
Alva, FL 33920

B. If to District: COUNTY LINE DRAINAGE DISTRICT
c/o Special District Services, Inc.
27499 Riverview Center Blvd., #253
Bonita Springs, Florida 34134
Attn: District Manager

With a copy to: LEWIS, LONGMAN & WALKER, P.A.
360 S. Rosemary Ave., Suite 1100
West Palm Beach, Florida 33401
Attention: Robert Diffenderfer

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

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

Section 14. Assignment. Neither the District nor the Contractor may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other, and such approval shall not be unreasonably withheld.

Section 15. Controlling Law. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

Section 16. Public Records.

A. This contract is subject to the Public Records laws codified in Florida Statutes Chapter 119. The Contractor agrees to keep and maintain public records required by District to perform the services provided for herein.

B. Upon request of District's custodian of public records, Contractor shall provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or otherwise provided by Florida law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract if Contractor does not transfer the records to the public agency.

C. Contractor shall upon completion of the contract, transfer, at no cost, to District all public records in the possession of Contractor. Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements All records stored electronically must be provided to District upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 786-3716, KMENEELY@SDSINC.ORG, OR C/O SPECIAL DISTRICT SERVICES, INC., 27499 RIVERVIEW CENTER BLVD., #253, BONITA SPRINGS, FLORIDA 34134.

Section 17. E-Verify Requirements, Chapter 448.095 Fla. Stat.

- (1) As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- (2) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
- (3) The District, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat, or the provisions of this section shall terminate the contract with the person or entity.
- (4) The District, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and
- (5) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the District for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the District as a result of termination of any contract for a violation of this section.
- (6) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 18. Non-Scrutinized Company Requirements, Chapter 287.135, Fla. Stat.

- (1) Contractor shall not be listed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and cannot be engaged in a boycott of Israel. If the District determines that Contractor is or was placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of the Agreement, the District may terminate the Contract.

- (2) A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such.

Section 19. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 20. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction on any of the provisions of this Agreement.

Section 21. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

ATTEST:

COUNTY LINE DRAINAGE DISTRICT

Secretary/Assistant Secretary

Chairman/Vice Chairman

ATTEST:

FLORIDA AGRI MANAGEMENT COMPANY

Print: _____

Print: _____
Title: _____

Florida Agri Management Company

23351 N River Road

Alva, FL 33920

Field Consulting for County Line Drainage District

Florida Agri Management Company proposes to provide the following services based on board / landowner requirements:

- a. Observe and supervise culvert removal / installation.
- b. Observe and supervise canal cleaning.
- c. Observe and supervise weed control.
- d. Observe and supervise road maintenance.
- e. Observe and supervise meters and pump readings and repairs.
- f. Observe and supervise projected or special projects.
- g. Attending all County Line Drainage District meetings.
- h. Provide monthly field reports
- i. Assist with preparation of District budget

Florida Agri Management Company to provide services for \$750 per month, payable quarterly at the end of each quarter. We will coordinate the subcontractors including pricing/bids when required. Rates subject to change as circumstances require.

Contact Person – Brandon Lynn 863-517-1590

County Line
Drainage District

**Financial Report For
March 2024**

**COUNTY LINE DRAINAGE DISTRICT
MONTHLY FINANCIAL REPORT
MARCH 2024**

	Annual Budget 10/1/23 - 9/30/24	Actual Mar-24	Year To Date Actual 10/1/23 - 3/31/24
REVENUES			
Assessments	167,584	0	77,472
Miscellaneous Income	0	0	0
Other Income	0	0	0
Interest Income	300	0	4,098
Total Revenues	\$ 167,884	\$ -	\$ 81,570
EXPENDITURES			
Management Fees	30,648	2,554	15,324
Legal Fees	10,500	3,169	44,102
Legal Advertisements	1,100	0	0
Engineering	7,000	0	665
Audit Fees	9,100	0	0
Insurance	8,600	0	8,863
Meetings and Membership Dues	750	0	175
Miscellaneous	700	0	142
Postage	175	0	72
Office Supplies	300	1	107
Outside Maintenance Labor	32,000	2,250	7,515
Weed Control	25,000	0	0
Control Structures	20,000	0	0
Fuel/Lubricants	4,000	0	0
Equipment Parts/Repairs	6,000	11,572	11,572
Construction Materials	500	0	0
Road Maintenance	14,000	0	0
Canal Maintenance	12,500	0	0
North Dike Maintenance	12,500	8,655	8,655
Water Analyses	3,000	313	537
Reserve	30,000	0	0
Drainage System	0	0	0
Total Expenditures	\$ 228,373	\$ 28,514	\$ 97,729
Revenues Less Expenditures	\$ (60,489)	\$ (28,514)	\$ (16,159)
Tax Collector Fees	(535)	0	(651)
Discounts For Early Payments	(7,327)	0	(2,871)
Property Appraiser Fees	(354)	0	(354)
Excess/ (Shortfall)	\$ (68,705)	\$ (28,514)	\$ (20,035)
Carryover From Prior Year	68,705	0	0
Net Excess/ (Shortfall)	\$ -	\$ (28,514)	\$ (20,035)

Bank Balance As Of 3/31/24	\$ 256,079.99
Accounts Payable As Of 3/31/24	\$ 28,514.15
Accounts Receivable As Of 3/31/24	\$ -
Available Funds As Of 3/31/24	\$ 227,565.84

**County Line Drainage District
Budget vs. Actual
October through March 2024**

	<u>Oct - March 24</u>	<u>23/24 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
01-3200 · Maintenance Assessment	77,471.82	167,584.00	-90,112.18	46.23%
01-3780 · Tax Collector Fees	-651.36	-535.00	-116.36	121.75%
01-3785 · Assessment Discounts	-2,871.31	-7,327.00	4,455.69	39.19%
01-3790 · Property Appraiser Fee	-354.00	-354.00	0.00	100.0%
01-9510 · Interest Income	4,097.89	300.00	3,797.89	1,365.96%
01-9599 · Carryover From Prior Year	0.00	68,705.00	-68,705.00	0.0%
Total Income	<u>77,693.04</u>	<u>228,373.00</u>	<u>-150,679.96</u>	<u>34.02%</u>
Gross Profit	77,693.04	228,373.00	-150,679.96	34.02%
Expense				
01-1311 · Management Fees	15,324.00	30,648.00	-15,324.00	50.0%
01-1480 · Legal Advertisements	0.00	1,100.00	-1,100.00	0.0%
01-1513 · Postage and Delivery	72.25	175.00	-102.75	41.29%
01-1640 · Roadway Maintenance	0.00	14,000.00	-14,000.00	0.0%
01-1645 · Canal Maintenance	0.00	12,500.00	-12,500.00	0.0%
01-1646 · North Dike Maintenance	8,655.00	12,500.00	-3,845.00	69.24%
01-1650 · Outside maint. Labor	7,515.00	32,000.00	-24,485.00	23.48%
01-1660 · Weed Control	0.00	25,000.00	-25,000.00	0.0%
01-1670 · Control Structures	0.00	20,000.00	-20,000.00	0.0%
01-1680 · Fuels / Lubricants	0.00	4,000.00	-4,000.00	0.0%
01-1690 · Equipment Parts / Repairs	11,572.00	6,000.00	5,572.00	192.87%
01-1691 · Construction Materials	0.00	500.00	-500.00	0.0%
01-1750 · Legal Fees	44,101.55	10,500.00	33,601.55	420.02%
01-1760 · Engineering	665.00	7,000.00	-6,335.00	9.5%
01-1770 · Audit Fees	0.00	9,100.00	-9,100.00	0.0%
01-1795 · Meetings & Membership Dues	175.00	750.00	-575.00	23.33%
01-1800 · Insurance	8,863.00	8,600.00	263.00	103.06%
01-1810 · Miscellaneous	141.97	700.00	-558.03	20.28%
01-1820 · Office Supplies	106.85	300.00	-193.15	35.62%
01-1833 · Water Analyses	536.50	3,000.00	-2,463.50	17.88%
01-1896 · Reserve	0.00	30,000.00	-30,000.00	0.0%
Total Expense	<u>97,728.12</u>	<u>228,373.00</u>	<u>-130,644.88</u>	<u>42.79%</u>
Net Ordinary Income	<u>-20,035.08</u>	<u>0.00</u>	<u>-20,035.08</u>	<u>100.0%</u>
Net Income	<u><u>-20,035.08</u></u>	<u><u>0.00</u></u>	<u><u>-20,035.08</u></u>	<u><u>100.0%</u></u>

**COUNTY LINE DRAINAGE DISTRICT
TAX COLLECTIONS 2023-2024**

#	ID#	PAYMENT FROM	DATE	FOR	Tax Collect Receipts	Interest Received	Commissions Paid	Discount	Net From Tax Collector	O & M Assessment Income (Before Discounts & Fee)	O & M Assessment Income (After Discounts & Fee)
									\$167,584.00	\$167,584.00	\$167,584.00
									\$159,368.00	\$159,368.00	\$159,368.00
1		Paid to Lee County Prop Appraiser	11/07/23	Fees			\$ (354.00)		\$ (354.00)		\$ (354.00)
2	1	Lee County Tax Collector	11/29/23	NAV Taxes	\$ 1,294.75		\$ (651.36)	\$ (51.80)	\$ 591.59	\$ 1,294.75	\$ 591.59
3	2	Lee County Tax Collector	12/13/23	NAV Taxes	\$ 53,856.05			\$ (2,154.22)	\$ 51,701.83	\$ 53,856.05	\$ 51,701.83
4	3	Lee County Tax Collector	01/12/24	NAV Taxes	\$ 21,673.86			\$ (650.17)	\$ 21,023.69	\$ 21,673.86	\$ 21,023.69
5	4	Lee County Tax Collector	02/15/24	NAV Taxes	\$ 647.16			\$ (15.12)	\$ 632.04	\$ 647.16	\$ 632.04
6									\$ -		
7									\$ -		
8									\$ -		
9									\$ -		
10									\$ -		
11									\$ -		
12									\$ -		
13									\$ -		
14									\$ -		
15									\$ -		
16									\$ -		
					\$ 77,471.82	\$ -	\$ (1,005.36)	\$ (2,871.31)	\$ 73,595.15	\$ 77,471.82	\$ 73,595.15

\$ 77,471.82	
\$ -	\$ 73,595.15
\$ (77,471.82)	\$ (73,595.15)
\$ -	\$ -

Note: \$167,584 is 2023/2024 Budgeted assessments before discounts and fees.
\$159,368 is 2023/2024 Budgeted assessments after discounts and fees.

FIELD REPORT

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**