



**EAST CHARLOTTE
DRAINAGE DISTRICT**

**CHARLOTTE COUNTY
ANNUAL LANDOWNERS' MEETING,
REGULAR BOARD MEETING
& PUBLIC HEARING
JULY 18, 2023
9:00 A.M.**

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

www.eastcharlottedd.org

561.630.4922 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

**AGENDA
EAST CHARLOTTE
DRAINAGE DISTRICT
Charlotte Harbor Event Conference Center
75 Taylor Street
Punta Gorda, Florida 33950
ANNUAL LANDOWNERS' MEETING
July 18, 2023
9:00 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. Election of Supervisors
 - 1. Determine Number of Voting Units Represented or Assigned by ProxyPage 2
 - 2. Nomination of Candidates
 - 3. Casting of Ballots.....Page 3
 - 4. Ballot Tabulations
 - 5. Certification of the Results
- H. Landowners' Comments
- I. Adjourn



PUBLISHER’S AFFIDAVIT OF PUBLICATION STATE OF FLORIDA COUNTY OF CHARLOTTE:

Before the undersigned authority personally appeared Melinda Prescott, who on oath says that she is the Legal Advertising Representative of The Daily Sun, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a Legal Notice that was published in said newspaper in the issue(s)

06/23/23, 06/30/23

as well as being posted online at www.yoursun.com and www.floridapublicnotices.com.

Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

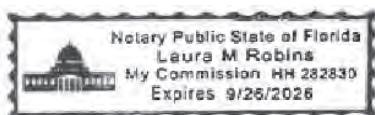
Melinda Prescott

(Signature of Affiant)

Sworn and subscribed before me this 30th day of June, 2023

Laura M Robins

(Signature of Notary Public)



Personally known X OR Produced Identification

EAST CHARLOTTE 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 the East Charlotte Drainage District (the “District”) will hold a Public Hearing, an Annual Landowners’ Meeting and a Regular Board Meeting (“Meeting” or “Meetings”) on July 18, 2023, at 9:00 a.m. in the Charlotte Harbor Event and Conference Center located at 75 Taylor Street, Punta Gorda, Florida 33950.

The purpose of the Public Hearing is for the Board to consider the Fiscal Year 2023/2024 Final Budget. The purpose of the Annual Landowners’ Meeting is to elect one (1) Supervisor to the Board. The purpose of the Regular Board Meeting is to conduct any business which may properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the agendas for any of the Meetings may be obtained from the District’s website www.eastcharlottedd.org or by contacting the District Manager at (941) 786-3716 or by email at kmeneely@sdsinc.org and/or toll free at 1-877-737-4922 prior to the date of the Meetings. 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 to a date, time and place to be specified on the record at the Meeting.

From time to time one Supervisor may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisor may be fully informed of the discussions taking place. Said Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these Meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this Meeting should

contact the District Manager at (941) 786-3716 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

EAST CHARLOTTE DRAINAGE DISTRICT

www.eastcharlottedd.org
Publish: 06/23/2023, 06/30/23
119664 3894974

**LANDOWNER PROXY
EAST CHARLOTTE 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 East Charlotte Drainage District to be held on July 18, 2023 at 9:00 a.m. at the Charlotte Harbor Event Conference Center, 75 Taylor Street, Punta Gorda, Florida 33950. 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 # _____

**EAST CHARLOTTE
DRAINAGE DISTRICT
LANDOWNERS' MEETING**

ELECTION OF BOARD SUPERVISORS

JULY 18, 2023

The undersigned certifies that he/she is the owner (___) or duly authorized **representative of lawful proxy of an owner** (___) of land in the **East Charlotte 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
EAST CHARLOTTE
DRAINAGE DISTRICT
Charlotte Harbor Event Conference Center
75 Taylor Street
Punta Gorda, Florida 33950
REGULAR BOARD MEETING & PUBLIC HEARING
July 18, 2023
9:00 A.M.

A. Call to Order

B. Pledge of Allegiance

C. Proof of Publication.....Page 5

D. Seat New Board Members

E. Administer Oath of Office & Review Board member Responsibilities and Duties

F. Establish Quorum

G. Election of Officers

- Chairman
- Vice Chairman
- Secretary/Treasurer
- Assistant Secretaries

H. Additions or Deletions to Agenda

I. Comments from the Public for Items Not on the Agenda

J. Approval of Minutes

- 1. April 18, 2023 Regular Board Meeting Minutes.....Page 6

K. Public Hearing

- 1. Proof of Publication.....Page 10
- 2. Receive Public Comments on Fiscal Year 2022/2023 Final Budget
- 3. Consider Resolution No. 2023-02 – Adopting a Fiscal Year 2023/2024 Final Budget.....Page 11

L. Old Business

M. New Business

- 1. Consider Approval of JWCD/ECDD Annual Agreement.....Page 17
- 2. Consider Approval of New Services Agreement with RESPEC.....Page 21
- 3. Consider Approval of Annual Stormwater Needs Analysis.....Page 31
- 4. Consider Resolution No. 2023-03 – Adopting a Fiscal Year 2023/2024 Meeting Schedule.....Page 33
- 5. Consider Resolution No. 2023-04 – Adopting a Records Retention Policy.....Page 35

N. Manager’s Report

- 1. Financial Report.....Page 39

O. Field Report

P. Engineer’s Report

- 1. Accept and Receive 2023 Annual Engineer’s Report.....Page 42

Q. Attorney’s Report

R. Administrative Matters

S. Board Members Comments

T. Adjourn



PUBLISHER'S AFFIDAVIT OF PUBLICATION STATE OF FLORIDA COUNTY OF CHARLOTTE:

Before the undersigned authority personally appeared Jill Kelli Di Benedetto, who on oath says that she is the Legal Advertising Representative of The Daily Sun, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a Legal Notice that was published in said newspaper in the issue(s)

10/07/22

as well as being posted online at www.yoursun.com and www.floridapublicnotices.com.

Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jill Kelli Di Benedetto

(Signature of Affiant)

Sworn and subscribed before me this Subscribed and sworn to before me this 7th day of October, 2022

Melinda Prescott

(Signature of Notary Public)



Personally known X OR Produced Identification

EAST CHARLOTTE DRAINAGE DISTRICT FISCAL YEAR 2022/2023 REGULAR MEETING SCHEDULE

Meetings may be cancelled from time to time without advertised notice. Meetings will be held at the Charlotte Harbor Conference Center located at 75 Taylor Street, Punta Gorda, Florida 33950 at 9:00 a.m. on the following dates:

Meetings may be cancelled from time to time without advertised notice. Meetings will be held at the Charlotte Harbor Conference Center located at 75 Taylor Street, Punta Gorda, Florida 33950 at 9:00 a.m. on the following dates:

- October 18, 2022
- January 17, 2023
- April 18, 2023
- July 18, 2023

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website www.eastcharlottedd.org or by contacting the District Manager at (941) 786-3716 or by email at kdailey@sdsinc.org and/or toll free at 1-877-737-4922 prior to the date of the particular meeting. 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 to a date, time and place to be specified on the record at the Meeting.

From time to time one or two Supervisors may 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. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (941) 786-3716 and/or toll free at 1-877-737-4922 at least seven

**EAST CHARLOTTE DRAINAGE DISTRICT
REGULAR BOARD MEETING
APRIL 18, 2023**

A. CALL TO ORDER

The April 18, 2023, Regular Board Meeting of the East Charlotte Drainage District (the “District”) was called to order at 9:00 a.m. in the Charlotte Harbor Event Conference Center located at 75 Taylor Street, Punta Gorda, Florida 33950.

B. PLEDGE OF ALLEGIANCE

C. 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 October 7, 2022, as part of the District’s Fiscal Year 2022/2023 Meeting Schedule, 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:

Chairman	Zachary Varner	Present
Vice Chairman	David Kemeny	Present
Supervisor	Phillip Varner	Present

Staff members in attendance were:

District Manager	Kathleen Meneely	Special District Services, Inc.
General Counsel	Robert Diffenderfer (via phone)	Lewis, Longman & Walker
General Counsel	Seth Behn (via phone)	Lewis, Longman & Walker
Field Consultant	James Shattles	

Also present was Austin Bessette; and Jeff Walker of Special District Services, Inc. (via phone).

E. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

G. APPROVAL OF MINUTES

1. January 17, 2023, Regular Board Meeting

The January 17, 2023, Regular Board Meeting minutes were presented for consideration.

A **motion** was made by Mr. Phillip Varner, seconded by Mr. Kemeny and passed unanimously approving the January 17, 2023, Regular Board Meeting minutes, as presented.

H. OLD BUSINESS

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

I. NEW BUSINESS

1. Consider D'Antuono Request

Mr. Diffenderfer went over the history of the case, stating that it was resolved and that the D'Antuonos could not use the easement as it is not a County road and the easement was terminated. Therefore they have no recourse and have sent a letter requesting access. He explained that the Board could grant permits outside of the District and went over the laws regarding collecting fees. Discussion ensued regarding traffic, the inability to regulate use and it not being an advantage to the District.

A **motion** was made by Mr. Phillip Varner, seconded by Mr. Zachary Verner and passed unanimously denying the request.

Mr. Diffenderfer stated he would let the requester know the outcome.

2. Consider Bessette Request

Mr. Bessette stated they were digging a four-acre pond for water retention and wanted to move the dirt through the Alico property through Graham Road. He added that the County had approved the project and he was working with the Farm Bureau for potato farming. Mr. Kemeny asked if it was just for retention use and Mr. Bessette responded in the affirmative. Mr. Kemeny stated that there was no problem with the request on the Alico side and that they pay \$1 per truck for and estimates they have 1,000-1,500 trucks. Mr. Phillip Varner advised that someone was just denied access, but this is a temporary request. Mr. Zachary Varner pointed out that the roads were torn up pretty good and Mr. Diffenderfer stated that the truck fee could be charged along with requiring the requester to post a bond if road repairs are required. Mr. Zachary Varner suggested a temporary license be granted with Mr. Diffenderfer drafting an agreement at the requester's cost.

A **motion** was made by Mr. Phillip Varner, seconded by Mr. Kemeny and passed unanimously instructing District Counsel to draft a 6-month agreement, which will include fees and a required bond, giving the Chairman the authority to execute same.

3. 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 EAST CHARLOTTE DRAINAGE DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

Mr. Walker advised that there were no special requests and that the budget was, essentially, the same budget as last year.

A **motion** was made by Mr. Phillip Varner, seconded by Mr. Kemeny and passed unanimously adopting Resolution No. 2023-01, as presented, setting the Public Hearing for July 18, 2023.

J. MANAGER'S REPORT
a. Financial Report

Ms. Meneely went over the financials. The Board had no questions.

A **motion** was made by Mr. Phillip Varner, seconded by Mr. Kemeny and passed unanimously accepting the Financial Report, as presented.

K. FIELD REPORT

Mr. Shattles advised that there were problems with the clean out on Section 20 at the Williams' property. He indicated that they were not returning phone calls and the Board may need to address this in the future. Mr. Zachary Varner noted that he would try to call the property owner on behalf of the District and will give an update on the next agenda. Mr. Shattles advised that the ditch was behind a fence of a gator farm.

L. ENGINEER'S REPORT

There was no Engineer's Report at this time.

M. ATTORNEY'S REPORT

Mr. Diffenderfer advised he did not have anything new to report, but would keep everyone updated on the D'Antuono correspondence.

N. ADMINISTRATIVE MATTERS

Ms. Meneely advised that the next meeting was scheduled for July 18, 2023, and included the Landowners' Meeting in which Mr. Phillip Varner's seat is up for election.

O. BOARD MEMBER COMMENTS

There were no further Board Member comments.

P. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Phillip Varner, seconded by Mr. Kemeny and passed unanimously adjourning the Regular Board Meeting at 9:50 a.m.

Secretary/Assistant Secretary

President/Vice President



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Before the undersigned authority personally appeared Melinda Prescott, who on oath says that she is the Legal Advertising Representative of The Daily Sun, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a Legal Notice that was published in said newspaper in the issue(s)

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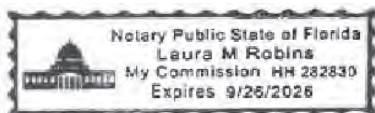
Melinda Prescott

(Signature of Affiant)

Sworn and subscribed before me this 30th day of June, 2023

Laura M Robins

(Signature of Notary Public)



Personally known X OR Produced Identification

EAST CHARLOTTE 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 the East Charlotte Drainage District (the “District”) will hold a Public Hearing, an Annual Landowners’ Meeting and a Regular Board Meeting (“Meeting” or “Meetings”) on July 18, 2023, at 9:00 a.m. in the Charlotte Harbor Event and Conference Center located at 75 Taylor Street, Punta Gorda, Florida 33950.

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EAST CHARLOTTE DRAINAGE DISTRICT

www.eastcharlottedd.org
Publish: 06/23/2023, 06/30/23
119664 3894974

RESOLUTION NO. 2023-02

**A RESOLUTION OF THE EAST CHARLOTTE DRAINAGE DISTRICT
ADOPTING A FISCAL YEAR 2023/2024 BUDGET.**

WHEREAS, the East Charlotte 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 EAST CHARLOTTE 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 18th day of July, 2023.

ATTEST:

**EAST CHARLOTTE
DRAINAGE DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

East Charlotte Drainage District

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

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- II DETAILED FINAL BUDGET

FINAL BUDGET
EAST CHARLOTTE DRAINAGE DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
Assessment - Maintenance	225,470
Assessment - Capital Unit 1	0
Assessment - Capital Unit 2	0
Assessment - Shell Roads Maintenance	6,011
Miscellaneous Income	0
Interest Income	240
Total Revenues	\$ 231,721
EXPENDITURES	
Contractual Services	24,000
Weed Control (Herbicides)	27,432
Mechanical Cleaning (Canals)	30,000
Road Maintenance	24,241
Control Structures (Culverts)	17,689
Engineering	8,500
Water Analyses	240
Discharge Pump, Section 16	500
Miscellaneous Maintenance	2,500
Management Fees	30,648
Legal Fees	12,000
Audit Fees	8,900
Insurance	4,225
Legal Advertising	850
Miscellaneous	750
Postage & Delivery	350
Office Supplies	500
Assessment/Tax Roll	0
Website & ADA Compliance	0
Meeting and Membership Dues	1,200
Interest on Credit Line (LOC)	275
Roads Paving Loan - Principal	0
Roads Paving Loan - Interest	0
General Maintenance/Reserve	23,032
Total Expenditures	\$ 217,832
Revenues Less Expenditures	\$ 13,889
County Appraiser & Tax Collector Fees	(4,630)
Discounts For Early Payments	(9,259)
Excess/ (Shortfall)	\$ -
Carryover From Prior Year	0
Net Excess/ (Shortfall)	\$ -

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

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR ACTUAL 2022/2023 AS OF 6/30/2023	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES					
Assessment - Maintenance	194,387	224,827	225,470	225,470	Expenditures Less Interest/Discounts & Fees
Assessment - Capital Unit 1	0	0	0	0	Capital Loan Has Been Paid Off
Assessment - Capital Unit 2	0	0	0	0	Capital Loan Has Been Paid Off
Assessment - Shell Roads Maintenance	6,013	6,012	6,011	6,011	
Miscellaneous Income	2,594	2,594	0	0	
Interest Income	135	2,250	60	240	Projected At \$20.00 Per Month
Total Revenues	\$ 203,129	\$ 235,683	\$ 231,541	\$ 231,721	
EXPENDITURES					
Contractual Services	24,000	13,472	24,000	24,000	No Change From 2022/2023 Budget
Weed Control (Herbicides)	23,391	22,037	27,432	27,432	No Change From 2022/2023 Budget
Mechanical Cleaning (Canals)	0	0	30,000	30,000	No Change From 2022/2023 Budget
Road Maintenance	6,284	24,000	24,241	24,241	No Change From 2022/2023 Budget
Control Structures (Culverts)	13,599	0	17,689	17,689	No Change From 2022/2023 Budget
Engineering	8,806	0	6,500	8,500	\$2,000 Increase From 2022/2023 Budget
Water Analyses	0	0	240	240	No Change From 2022/2023 Budget
Discharge Pump, Section 16	0	0	500	500	No Change From 2022/2023 Budget
Miscellaneous Maintenance	144	60	2,500	2,500	No Change From 2022/2023 Budget
Management Fees	28,896	22,320	29,760	30,648	CPI Adjustment (Capped At 3%)
Legal Fees	5,628	10,179	7,000	12,000	\$5,000 Increase From 2022/2023 Budget
Audit Fees	8,570	8,780	8,900	8,900	No Change From 2022/2023 Budget
Insurance	3,618	3,885	4,225	4,225	Insurance Estimate
Legal Advertising	427	253	850	850	No Change From 2022/2023 Budget
Miscellaneous	568	52	750	750	No Change From 2022/2023 Budget
Postage & Delivery	275	131	350	350	No Change From 2022/2023 Budget
Office Supplies	317	233	500	500	No Change From 2022/2023 Budget
Assessment/Tax Roll	0	0	0	0	Included In Management Fee
Website & ADA Compliance	0	0	0	0	Included In Management Fee
Meeting and Membership Dues	175	175	1,200	1,200	No Change From 2022/2023 Budget
Interest on Credit Line (LOC)	0	0	275	275	No Change From 2022/2023 Budget
Roads Paving Loan - Principal	0	0	0	0	Capital Loan Has Been Paid Off
Roads Paving Loan - Interest	0	0	0	0	Capital Loan Has Been Paid Off
General Maintenance/Reserve	0	0	30,740	23,032	General Maintenance/Reserve
Total Expenditures	\$ 124,698	\$ 105,577	\$ 217,652	\$ 217,832	
Revenues Less Expenditures	\$ 78,431	\$ 130,106	\$ 13,889	\$ 13,889	
County Appraiser & Tax Collector Fees	(1,541)	(4,634)	(4,630)	(4,630)	County Appraiser & Tax Collector Fees
Discounts For Early Payments	(3,866)	(6,032)	(9,259)	(9,259)	Four Percent Of Total Assessment Roll
Excess/ (Shortfall)	\$ 73,024	\$ 119,440	\$ -	\$ -	
Carryover From Prior Year	0	0	0	0	Carryover From Prior Year
Net Excess/ (Shortfall)	\$ 73,024	\$ 119,440	\$ -	\$ -	

East Charlotte 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
<u>Unit 1</u>				
Maintenance	\$ 45.88	\$ 57.83	\$ 67.11	\$ 67.11
Capital Unit 1	\$ 11.95	\$ -	\$ -	\$ -
Capital Unit 2	\$ -	\$ -	\$ -	\$ -
Shell's Road Unit	\$ 2.89	\$ 2.89	\$ 2.89	\$ 2.89
Total	\$ 60.72	\$ 60.72	\$ 70.00	\$ 70.00
<u>Unit 2</u>				
Maintenance	\$ 45.88	\$ 57.83	\$ 67.11	\$ 67.11
Capital Unit 1	\$ 11.95	\$ -	\$ -	\$ -
Capital Unit 2	\$ 11.60	\$ -	\$ -	\$ -
Shell's Road Unit	\$ -	\$ -	\$ -	\$ -
Total	\$ 69.43	\$ 57.83	\$ 67.11	\$ 67.11

* Assessments Include the Following :

4% Discount for Early Payments	Projected 2023/2024	
And County Tax Collector Fee And	Unit 1 Assessments:	\$ 145,588.80
County Property Appraiser Fee		
	Projected 2023/2024	
	Unit 2 Assessments:	<u>\$ 85,892.08</u>

District Information:

<u>Unit</u>	<u>Acres</u>		
Unit #1	2079.84	Projected 2023/2024	
Unit #2	1279.87	Total Assessments:	\$ 231,480.88
<u>Total</u>	<u>3359.71</u>		

1 Acre = 1 Unit



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

Inst: 202014004279 Date: 07/31/2020 Time: 1:26PM
Nadia K. Daughtrey,
Clerk of Court DeSoto, County. By: RB
Deputy Clerk

INTER-LOCAL AGREEMENT

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

STATEMENT OF BACKGROUND INFORMATION

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

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

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK 4612 PAGE 2186 PAGE 1 OF 4
INSTR # 2838797 Doc Type: AGR
Recorded 8/7/2020 at 4:30 PM
Rec. Fee RECORDING \$35.50
Cashier By: JOANC

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

STATEMENT OF AGREEMENT

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

1. Definitions

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

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

2. Services

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

3. Duties

a. JWCD

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

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

h **ECDD**

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

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

4 **Term of Agreement**

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

5 **Compensation**

The (JWCD) shall be compensated by (ECDD) on a quarterly basis at a rate of \$6,000.00 for field consulting services. Also, (JWCD) shall be compensated by (ECDD) district for actual costs incurred in performing the services specified to maintain the works of the recipient district as identified by the Plan of Reclamation. Compensation to (JWCD) will be reevaluated on an annual basis prior to the annual Landowners' Meeting held in July of each year.

6. **Termination of Agreement**

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

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

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

7. **Notices**

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

8. Applicable Law

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

9. Invalid Provisions

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

10. Integration and Modification

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

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



President, Joshua Water Control District



President, East Charlotte Drainage District



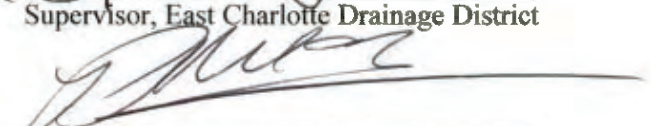
Supervisor, Joshua Water Control District



Supervisor, East Charlotte Drainage District



Supervisor, Joshua Water Control District



Supervisor, East Charlotte Drainage District

MASTER SERVICES AGREEMENT

THIS Master Services Agreement effective this _____ day of June 2023, by and between East Charlotte Drainage District (hereinafter referred to as the "Client"), and RESPEC Company, LLC organized and existing under the laws of the State of Florida with an office at 6561 Palmer Park Circle, Suite D, Sarasota, FL 34238 (hereinafter referred to as the "Consultant").

WITNESSETH:

The Client is a utility company public services to residents, in Arcadia, FL. This Master Services Agreement is agreed such that the Consultant can provide water resource consulting/services in support of the Company's Operations.

NOW, THEREFORE, the parties hereby agree as follows:

1. Performance of the Work.

The Consultant shall provide all labor pertaining to stormwater and water resource engineering (the "Services") as more fully described in any Task Order(s) or Scope of Service(s) associated with this Master Agreement (hereinafter referred to as the "Work"). Any change in the Work shall be authorized in writing by a Separate Task Order or Change Order and the adjustment to the consideration to be paid Consultant and/or the time for completion of the Work as determined by mutual acceptance.

2. Commencement and Term of the Agreement.

The Master Services Agreement shall commence on the date this agreement is fully executed for a period of 12 months. The Master Services Agreement will automatically renew annually unless either party terminates the Master Services Agreement in writing at least 30 days prior to the end of the term.

Any work associated with associated Task Orders or Scopes of Services shall identify specific schedules of the related work activities. The Consultant is expected to perform the work in conformance with the specifications provided by the Task Order (or Scope) and the Client.

3. Consideration.

- a. For the successful completion of the Task Order or Scope, the Consultant shall be paid amounts on a time and materials basis OR on a fixed-price lump sum basis, as more fully described in the related Task Order or Scope.
- b. Payment to the Consultant shall be thirty (30) days after receipt of an invoice from the Consultant. The invoice will be in the format specified by the Client and shall contain at a minimum, the time period, and description of services provided. The invoice shall be submitted to the Client's Delegated Representative.
- d. In the event Consultant believes, in its sole discretion, that the Work goes beyond the scope of Services originally contemplated in this Agreement, Consultant and Client shall request an amendment to the Agreement in writing and executed by both Parties.

- e. Upon Consultant's completion of Work or delivery of Work Product as set forth in the Task Orders or Scopes, Client shall have thirty (30) days to notify Consultant in writing of any nonconformance of the Work or Work Product under this Agreement. If Client does not notify Consultant in writing within thirty (30) days of completion or delivery of the Work or Work Product of any nonconformance, the Client shall have accepted delivery of the Work or Work Product. In the event Client notifies Consultant of nonconformance within thirty (30) days of completion or delivery of the Work or Work Product, Consultant shall have thirty (30) days to remedy the nonconformance.

- 4. Delegation of Authority. The following personnel are hereby authorized to act as official representatives for the specific purposes shown.

Client's Contracting Representative

Kathleen Meneely
East Charlotte Drainage District
12008 NE Highway 70
Arcadia, FL 34266
941-875-4195
kmeneely@sdsinc.org

Authority

Approve and issue change orders.

Client's Delegated Representative

Kathleen Meneely
East Charlotte Drainage District
12008 NE Highway 70
Arcadia, FL 34266
941-875-4195
kmeneely@sdsinc.org

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

Consultant's Contracting Representative

Phil J. Welling
RESPEC
3824 Jet Drive
Rapid City, SD 57703
605-394-6507
Phil.welling@respec.com

Authority

Approve and issue change orders.

Consultant's Delegated Representative

Herbert Raybourn, P.E., F.ASCE
RESPEC Company, LLC
6561 Palmer Park Circle, Suite D
Sarasota, FL 34238
941-667-5415
Herbert.raybourn@respec.com

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

- 5. Safety Precautions. In performing the Work, the Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property.
- 6. Proprietary Information. The Consultant shall not directly or indirectly disclose to any third person or use for the benefit of the Consultant or any other party, either during or after the term of the Contract,

any secret or proprietary information of the Client, whether relating to the work performed hereunder or to the business and affairs of the Client, or any client of the Client, including the Client's manuals or procedures, without the prior written consent of the Client.

7. Intellectual Property Rights. The Consultant is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Pre-Existing Materials, including Intellectual Property Rights therein. All Work Product shall become the property of Client, provided that Client performs all duties and obligations under this Agreement, including but not limited to prompt payment of all sums due under this Agreement. For purposes of this Agreement:
 - a. "Intellectual Property Rights" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world. The parties acknowledge and agree that Consultant shall retain ownership of all preexisting Intellectual Property Rights, inclusive of but not limited to all materials, proprietary methodologies and other creative tangible forms of expression created or owned by Consultant prior to commencement of this Agreement and used in connection with this Agreement and/or incorporated into the services the "Pre-Existing Materials" including but not limited to drawings, specifications, calculations, maps, reports, photographs, samples and other documents whether existing in tangible or electronic form. Consultant retains ownership of its Pre-Existing Materials processes, procedures, know-how and other Intellectual Property Rights pertaining to its ability to continue the same or similar work with existing and future clients and customers.
 - b. "Work Product" means the deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by, or on behalf of, Client solely or jointly with the Company or others (i) in the course of performing the Services or other work performed by or on behalf of Client in connection with the Services, the Work, or this Agreement or (ii) at any time during the Term or the six month period after expiration or termination of this Agreement based on, derived from, or otherwise using the Client's Confidential Information or Client Materials or resulting from any use of the Client's facilities, personnel, or other resources, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing. Consultant shall be entitled to retain copies of such materials for its files and records.
 - c. "Work Product Indemnity" Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the unauthorized use, reuse or alteration of the Consultant's designs, drawings and specifications constituting the Work Product hereunder.
8. Standard of Care. Consultant shall provide professional services necessary to complete the Work consistent with that level of skill and care ordinarily exercised by members of the Consultant's

profession for a project of a similar size, scope, and complexity in a similar geographic location at the time the services are provided and consistent with all applicable local, state, and federal laws and regulations. No other warranty or representation about the performance of the Work, express or implied, is intended or included in this Agreement or in any other document or report furnished by Consultant.

9. Publications. The Consultant shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, except with the prior written consent of the Client.
10. Technical Data. All evaluations, reports, records, and other work products relating hereto or produced by the Consultant pursuant to this Contract shall be considered technical data and subject to the provisions of the Proprietary Information clause of this Contract.
11. Insurance. If the Contract includes work to be performed on the premises of the Client or the project site(s), then the Consultant shall purchase and maintain such insurance as will protect it from the following claims which may arise out of or result from its operations hereunder (whether by itself, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims coverage which are sustained by any person as a result of the Consultant; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The insurance requirements are shown in Attachment A.
12. Limitation of Liability. Consultant's total liability to Client for all claims or suits of any kind, whether based upon contract, tort (including negligence), warranty, strict liability, or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach under a Task Order of this Agreement shall, under no circumstances, exceed the fees paid and/or due and payable under such Task Order. Consultant shall not, under any circumstances, be liable for any special, exemplary, indirect, incidental, cover, punitive, or consequential losses or damages, costs, or expenses whatsoever, including loss of use, revenue or profit, arising in contract, warranty or in tort (including negligence) or any other legal theory, even if Company has been advised of the possibility of same. Notwithstanding the foregoing, nothing herein shall limit or exclude Consultant's liability for losses or damages that cannot be limited as a matter of law.
13. Indemnification.
 - a. *Indemnification of Consultant.* The Client agrees to indemnify Consultant and hold Consultant harmless from any claims, judgments, costs and expenses (including reasonable attorney's fees where recoverable by law), to the extent caused by:
 - i. any claim asserted by any third party against Consultant relating to the Work, provided however such indemnity shall not apply where Consultant has deliberately or willfully caused such damage or is found to be grossly negligent in the delivery of the Work;
 - ii. any personal injury, including death, or property damage to the extent caused by the negligence and/or willful misconduct of the Client or its employees or agents; and/or
 - iii. breach of this Agreement by the Client or its employees or agents.

- b. *Indemnification of Client.* Consultant agrees to indemnify Client and hold Client harmless from any third party claims, judgments, losses and damages (including reasonable attorney's fees where recoverable by law), to the extent caused by:
- i. any personal injury, including death, or property damage to the extent caused by the negligence and/or willful misconduct of Consultant or its employees or agents; and/or
 - ii. breach of this Agreement by Consultant or its employees or agents.
14. Non-Solicitation of Employees. Client hereby agrees that during the Term and for a period of one (1) year after the expiration or earlier termination of the Term, without obtaining the prior written consent of the Consultant, Client, nor any of Client's affiliates or representatives shall directly or indirectly, for itself or on behalf of another person or entity ("Restricted Person"), solicit for employment or otherwise induce, influence, or encourage to terminate employment with the Client or any of its affiliates or subsidiaries, any of Consultant's employees with whom the Restricted Person had contact or who became known to the Restricted Person in connection with this Agreement.
15. Disputes. Any dispute arising hereunder shall first be resolved by taking the following steps where a successive step is taken if the issue is not resolved at the preceding step: (1) by the technical and contractual personnel for each party performing this Agreement, (2) by executive management of each party, (3) by mediation, or (4) by litigation. Notwithstanding the dispute, Consultant shall continue to perform its obligations and shall be entitled to payment therefore, unless Client terminates or otherwise suspends performance hereunder.
- The parties shall bear the cost of their own attorneys' fees (including those incurred prior to the action being filed), court costs and any costs incurred in enforcing a judgment or settlement.
16. Force Majeure. Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.
17. Conflicts of Interest. Consultant represents that it has full authority to enter into this Agreement, and that Consultant has no contractual obligation with third parties in conflict herewith.
18. Time. The performance of this work is required on a timely basis to meet the Client's time schedule.
19. Applicable Law. This Contract shall be governed by the laws of the state of FL. Consultant has no authority to enter into any agreement or to incur any obligation on behalf of Client or commit Client in any manner. As an independent contractor, the Consultant is responsible for providing Client with a valid Federal Tax Identification.
20. Integration. The Consultant shall perform the work in accordance with the specific requirements and any specifications set forth in the clauses and provisions listed below, attached hereto, incorporated herein, and considered a firm part of the Contract.
1. Attachment A—Insurance Requirements
 2. Attachment B—General Provisions
 3. Attachment C – Billing Rate Schedule

- 21. Entire Agreement. This Contract constitutes the entire understanding between the parties with respect to the subject matter hereof. This Contract may be modified by subsequent written addenda mutually agreeable to both parties.
- 22. Assignment. Neither party to this Agreement shall assign this Agreement without the written consent of the other.

IN WITNESS WHEREOF, the parties hereto have signed their respective names on the date first above written.

East Charlotte Drainage District

RESPEC Company, LLC

By _____
Signature

Printed Name: _____

Title: _____

Date: _____

By _____
Signature

Printed Name: Herbert M. Raybourn, P.E., F.ASCE

Title: Manager, Engineering & Water Resources

Date: _____

ATTACHMENT A

INSURANCE REQUIREMENTS

Consultant must furnish Client with a Proof of Insurance with the following coverage.

1. General Liability of not less than \$1,000,000 each occurrence
2. Automobile Liability of not less than \$1,000,000 each occurrence
3. Bodily Injury and Property Damage Liability of not less than \$1,000,000 each occurrence
4. Workers Compensation and Employers Liability Insurance of \$1,000,000 each accident
5. Professional Liability of \$2,000,000 in the aggregate.

ATTACHMENT B

GENERAL PROVISIONS

1. The price or prices in this Agreement are not subject to change by the Consultant, and no additional charges may be added to the price or prices in this Agreement unless agreed to by the Client in writing.
2. All material, equipment, merchandise, and services furnished under this Agreement shall be subject to the approval of the Client, and the Consultant shall furnish any required submittal data, material, and equipment for such approval. All material, equipment, merchandise, and services furnished hereunder shall be in accordance with the Contract documents, including plans, specifications, general and special conditions, applicable to the Client, and such specifications or technical data shall be deemed incorporated herein by this reference as if fully set forth. Consultant will comply with said specifications and technical data and agrees to be bound thereby in furnishing the material, equipment, merchandise, and services under this Agreement. The Consultant shall, upon the Client's request, promptly submit a copy of all drawings, data, and specifications to the Client.
3. The Client reserves the right to cancel without liability all or any part of the undelivered portion of this Agreement for any material breach by Consultant of any of the terms hereof, including the representations of the Consultant.
4. If the Consultant for any reason does not substantially comply with the Client's delivery schedule, the Client, at its option, may either approve a revised schedule or terminate this Agreement without liability to Consultant on account thereof except for services previously performed by the Consultant and without prejudice to any other rights the Client may have on account of the Consultant's default.
5. The Client reserves the right to suspend or cancel services under this Agreement in the event of fire, strikes, or accidents at the Client's plants, discontinuance or substantial reduction in funding or work effort related to this Agreement from the Client's contracting agency or entity, or any other contingency of like or different nature beyond the Client's control.
6. The Consultant will strive to comply with all federal, state, county, and municipal laws, regulations, ordinances, and enactments, existing on the date of this Agreement or which may become effective during the period of performance under this Agreement.
7. If the Consultant ceases to conduct its operations in the normal course of business, including liability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Consultant, or a receiver for the Consultant is appointed or applied for, or an assignment for the benefit of creditors is made by the Consultant, the Client may terminate this Agreement without liability except for services previously performed by the Consultant.
8. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this Agreement, and no changes will be considered or approved unless this Agreement is modified by an authorized representative of the Client in writing.

9. Acceptance of this Agreement is expressly limited to the terms hereof and no additional or different terms and conditions shall apply unless assented to in writing and signed by the Consultant and the Client.
10. The Consultant shall have the right to make public announcements or disclosures to third parties concerning the general project objectives and the name of the Client as a Client. The Consultant may not make public announcement or disclose information contained in or developed under this Agreement except as authorized in writing by the Client.
11. It is expressly understood that the Consultant is an independent contractor. The actual performance and superintendence of all work hereunder shall be by the Consultant and its Professional Associates, provided, however, the Client, being interested in the results to be obtained, is authorized to designate a representative or representatives, who shall at all times have access to the location where the work is to be performed for the purposes of observing and inspecting same and provided further that such work shall be performed in accordance with this Agreement.
12. The final payment shall constitute a waiver of all claims by the Client, and, if required by the Client , the Consultant shall furnish releases and waivers of liens in such form as may be designated by the Client arising out of the performance of the Agreement. The Client may, if Client has paid the Consultant and if Consultant defaults in its obligation provide lien waivers, procure the release, satisfaction, and discharge of any such claim or lien and deduct all costs and expenses incurred in so doing from any money due or to become due hereunder; or if final payment has been made, the Consultant shall reimburse the Client for all monies paid to discharge any such claim or lien, including the cost and expense thereof.
13. The Consultant shall not assign this Agreement or the whole or any part of any work performed hereunder without the Client's prior written consent.
14. The price for each item covered by this Agreement is exclusive of taxes, permit fees, excises, reproduction expenses, and/or changes which are now or may hereafter be imposed (whether by federal, state, municipal, or other local public authority) with respect to the manufacture and sale of such items or any services to be rendered by Consultant hereunder.
15. EQUAL EMPLOYMENT OPPORTUNITY. Unless exempt by the provisions of Executive Order 11246, as amended, and FAR Section 22.810, the Consultant shall comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246 and the clause set forth in FAR Section 52.222-26.
16. AFFIRMATIVE ACTION FOR REPORTING FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the clauses set forth in FAR Sections 52.222-35 and 52.222-37.
17. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended, and the clause set forth in FAR Section 52.222-36.

ATTACHMENT C



2023 BILLING RATE SCHEDULE

SARASOTA AND TAMPA, FLORIDA STAFF

Person	Position	Hourly Rate
David Brown	Principal/Senior Professional Geologist	\$205
Herb Raybourn	Principal/Senior Professional Engineer	\$205
Joe Haber	Principal/Senior Professional Geologist	\$205
David Kelly	Principal/Senior Professional Geologist	\$205
Peter Brown	Project Engineer	\$145
Mia Esposito	Project Engineer	\$135
Devin Lemke	Staff Hydrologist	\$135
Greta Mikell	Staff Hydrologist	\$135
Robert Butler	Hydrologist	\$125
Dan Tipton	Hydrologist	\$125
Wesley Mayhew	Hydrogeologist	\$125
Aaron Walsh	CAD Professional	\$95
David Mishchuk	Engineering Technician	\$85
Amy Roberts	Administrative Support	\$70
Leigh Rogers	Administrative Support	\$65
TBD	Engineering Intern	\$60

Exp nses	
Mileage	Regulatory Rate
Postage/Courier	At Cost
Vendor Printing and Binding	At Cost
Other Expenses	At Cost



PROPOSAL SUBMITTED TO:
East Charlotte Drainage District

DATE:
06/21/2023

CLIENT ADDRESS (STREET/CITY/STATE/ZIP)
12008 NE Highway 70, Arcadia, FL 34266

CLIENT CONTACT:
Kathleen D. Meneely

CLIENT CONTACT EMAIL:
kmeneely@sdsinc.org

CLIENT CONTACT PHONE:
941-875-4195

RESPEC CONTACT:
Peter Brown, P.E.

RESPEC CONTACT EMAIL:
peter.brown@respec.com

RESPEC CONTACT PHONE:
941-667-5413

SCOPE OF WORK: Annual Engineer's Report (CY2023)

As the Engineer of Record to the East Charlotte Drainage District (ECDD), RESPEC Company, LLC (RESPEC) will prepare and submit to ECDD the required Annual Engineer's Report. This report summarizes the status of special projects being undertaken by ECDD and to make recommendations for future improvements. RESPEC will provide to ECDD by June 31, 2023 the following deliverables:

1. 2022-2023 Annual Engineer's Report
2. Summary of 2023 Subdistrict Mapping Changes Letter
3. Updated ECDD Well Location Map

Assumptions:

- No changes have occurred to the ECDD Level of Service (LOS) acreage
- Maintenance activities are based on field reports provided by the ECDD
- Monthly reported pumpage is based on records obtained from the Southwest Florida Water Management District

Any other services not specifically identified within this Scope are not part of this Agreement and will be considered Additional Services. However, Additional Services can be provided if deemed necessary and approved in advance by the Client.

RESPEC PROPOSES TO FURNISH THE ABOVE SCOPE OF WORK FOR A LUMP SUM OF: \$2,020.00.

ACCEPTANCE OF SCOPE AND FEE/CONTRACT

The above specifications, conditions and price are satisfactory and hereby accepted. RESPEC is authorized to do the work as specified. Payment will be made within 30 days of invoice receipt.

6561 PALMER PARK CIRCLE
SUITE D
SARASOTA, FL 34238
914.552.5657

respec.com



CLIENT SIGNATURE:

DATE:

RESPEC PROJECT MANAGER SIGNATURE:

DATE:

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RESOLUTION NO. 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST CHARLOTTE 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 East Charlotte 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 EAST CHARLOTTE DRAINAGE DISTRICT, PALM BEACH 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 18th day of July, 2023.

ATTEST:

**EAST CHARLOTTE
DRAINAGE DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**EAST CHARLOTTE DRAINAGE DISTRICT
FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the “Board”) of the East Charlotte Drainage District (the “District”) will hold Regular Board Meetings (the “Meeting” or “Meetings”) in the Charlotte Harbor Event and Conference Center located at 75 Taylor Street, Punta Gorda, Florida 33950 at 9:00 a.m. on the following dates:

October 17, 2023

January 16, 2024

April 16, 2024

July 16, 2024

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District’s website www.eastcharlottedd.org or by contacting the District Manager at (941) 786-3716 or by email at kdailey@sdsinc.org and/or toll free at 1-877-737-4922 prior to the date of the particular meeting. 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 to a date, time and place to be specified on the record at the Meeting.

From time to time one or two Supervisors may 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. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (941) 786-3716 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

EAST CHARLOTTE DRAINAGE DISTRICT

www.eastcharlottedd.org

PUBLISH: PORT CHARLOTTE SUN

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST CHARLOTTE DRAINAGE DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the East Charlotte Drainage Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a records retention policy (the “Records Retention Policy”) for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST CHARLOTTE DRAINAGE DISTRICT, THAT:

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or

resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the Records Retention Policy, as amended as provided herein;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in Exhibit A. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in Exhibit A. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED at a meeting of the District Board of Supervisors, this 18th day of July, 2023.

ATTEST:

**EAST CHARLOTTE
DRAINAGE DISTRICT**

Print name: _____

Print name: _____

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amendments to General Records Schedules Established by the Division

Exhibit A

Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

East Charlotte
Drainage District

**Financial Report For
June 2023**

**EAST CHARLOTTE DRAINAGE DISTRICT
MONTHLY FINANCIAL REPORT
JUNE 2023**

	Annual Budget 10/1/22 - 9/30/23	Actual Jun-23	Year To Date Actual 10/1/22 - 6/30/23
REVENUES			
Assessment - Maintenance	225,470	270	224,827
Assessment - Capital Unit 1	0	0	0
Assessment - Capital Unit 2	0	0	0
Assessment - Shell Roads Maintenance	6,011	12	6,012
Miscellaneous Income	0	1,040	2,594
Interest Income	60	0	2,250
Total Revenues	\$ 231,541	\$ 1,322	\$ 235,683
EXPENDITURES			
Management Fees	29,760	2,480	22,320
Contractual Services	24,000	0	13,472
Weed Control	27,432	0	22,037
Mechanical Cleaning	30,000	0	0
Canal Maintenance	0	0	0
Road Maintenance	24,241	0	24,000
Control Structures	17,689	0	0
Water Analyses	240	0	0
Legal Fees	7,000	0	10,179
Legal Advertising	850	0	253
Engineering	6,500	0	0
Audit Fees	8,900	8,780	8,780
Postage & Delivery	350	5	131
Assessment/Tax Roll	0	0	0
Office Supplies	500	2	233
Website & ADA Compliance	0	0	0
Meeting and Membership Dues	1,200	0	175
Miscellaneous	750	0	52
Insurance	4,225	0	3,885
Discharge Pump, Section 16	500	0	0
Interest on Credit Line (LOC)	275	0	0
Reserve	30,740	0	0
Miscellaneous Maintenance	2,500	0	60
Total Expenditures	\$ 217,652	\$ 11,267	\$ 105,577
Revenues Less Expenditures	\$ 13,889	\$ (9,945)	\$ 130,106
County Appraiser & Tax Collector Fee	(4,630)	(6)	(4,634)
Discounts For Early Payments	(9,259)	0	(6,032)
Excess/ (Shortfall)	\$ -	\$ (9,951)	\$ 119,440
Carryover From Prior Year	0	0	0
Net Excess/ (Shortfall)	\$ -	\$ (9,951)	\$ 119,440

Bank Balance As Of 6/30/23	\$ 262,384.35
Accounts Payable As Of 6/30/23	\$ 11,267.00
Accounts Receivable As Of 6/30/23	\$ 1,040.00
Available Funds As Of 6/30/23	\$ 252,157.35

East Charlotte Drainage District
Budget vs. Actual
October 2022 through June 2023

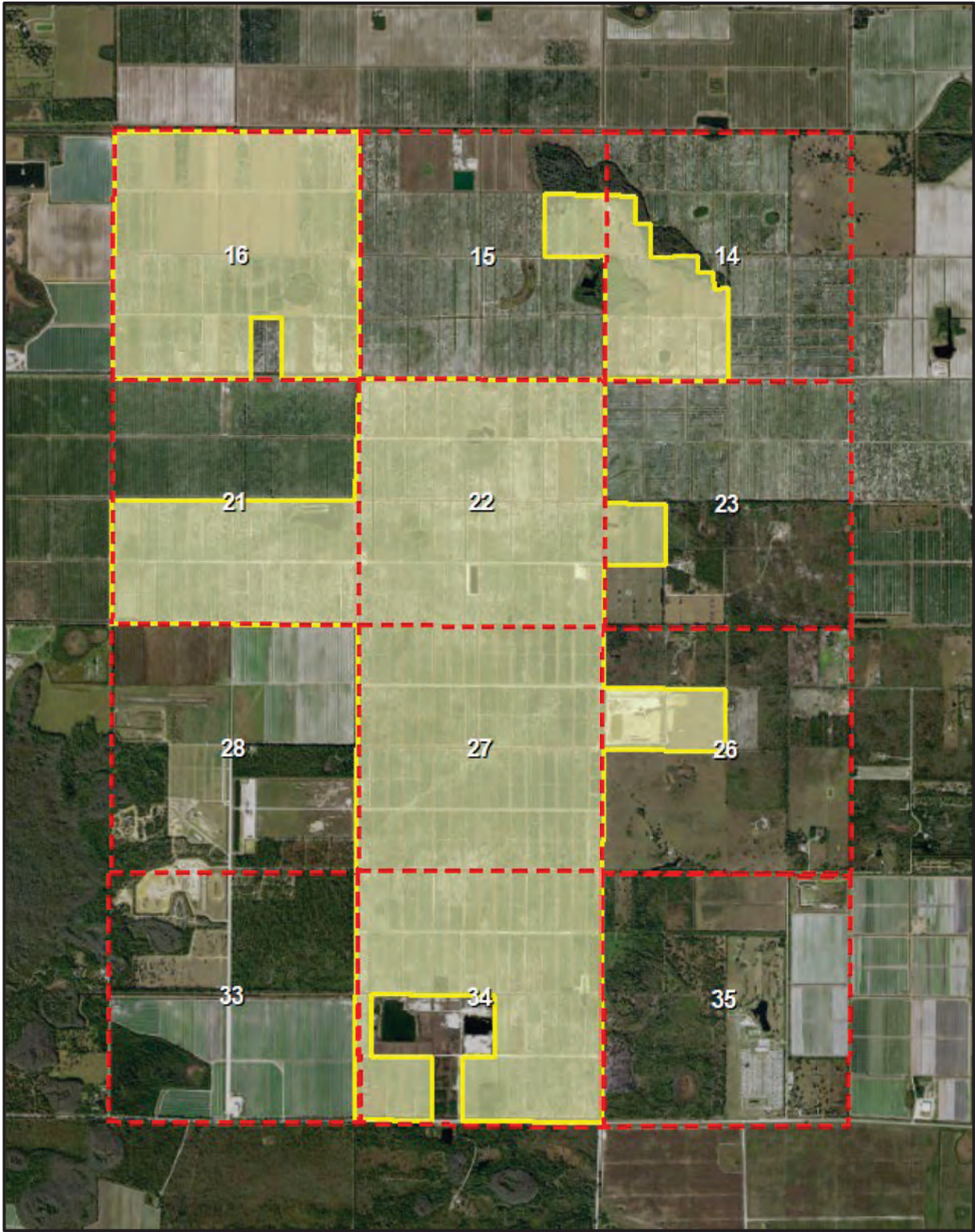
	<u>Oct '22 - Jun 23</u>	<u>22/23 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
01-3101 · Assessments - Maintenance	224,827.24	225,470.00	-642.76	99.72%
01-3104 · Assessments - Shell Roads Maint	6,012.03	6,011.00	1.03	100.02%
01-3830 · Assessment Fees	-4,633.54	-4,630.00	-3.54	100.08%
01-3831 · Assessment Discounts	-6,032.30	-9,259.00	3,226.70	65.15%
01-9400 · Miscellaneous Income	2,594.26	0.00	2,594.26	100.0%
01-9410 · Interest Income	2,249.76	60.00	2,189.76	3,749.6%
Total Income	<u>225,017.45</u>	<u>217,652.00</u>	<u>7,365.45</u>	<u>103.38%</u>
Gross Profit	225,017.45	217,652.00	7,365.45	103.38%
Expense				
01-1311 · Management Fees	22,320.00	29,760.00	-7,440.00	75.0%
01-1480 · Legal Advertisements	253.11	850.00	-596.89	29.78%
01-1513 · Postage and Delivery	131.32	350.00	-218.68	37.52%
01-1600 · Contractual Services	13,471.78	24,000.00	-10,528.22	56.13%
01-1620 · Weed Control	22,037.40	27,432.00	-5,394.60	80.34%
01-1640 · Road Maintenance	24,000.00	24,241.00	-241.00	99.01%
01-1650 · Control Structures	0.00	17,689.00	-17,689.00	0.0%
01-1660 · Water Analyses	0.00	240.00	-240.00	0.0%
01-1670 · Legal Fees	10,178.53	7,000.00	3,178.53	145.41%
01-1680 · Engineering	0.00	6,500.00	-6,500.00	0.0%
01-1690 · Audit Fees	8,780.00	8,900.00	-120.00	98.65%
01-1700 · Mechanical Cleaning	0.00	30,000.00	-30,000.00	0.0%
01-1720 · Office Supplies	232.95	500.00	-267.05	46.59%
01-1725 · Meetings & Membership Dues	175.00	1,200.00	-1,025.00	14.58%
01-1730 · Miscellaneous	52.29	750.00	-697.71	6.97%
01-1740 · Insurance	3,885.00	4,225.00	-340.00	91.95%
01-1797 · Discharge Pump, Section 16	0.00	500.00	-500.00	0.0%
01-1815 · Miscellaneous Maintenance	60.00	2,500.00	-2,440.00	2.4%
01-1816 · Interest - Line of Credit	0.00	275.00	-275.00	0.0%
01-1817 · Reserve	0.00	30,740.00	-30,740.00	0.0%
Total Expense	<u>105,577.38</u>	<u>217,652.00</u>	<u>-112,074.62</u>	<u>48.51%</u>
Net Ordinary Income	<u>119,440.07</u>	<u>0.00</u>	<u>119,440.07</u>	<u>100.0%</u>
Net Income	<u><u>119,440.07</u></u>	<u><u>0.00</u></u>	<u><u>119,440.07</u></u>	<u><u>100.0%</u></u>

2022 - 2023 ANNUAL REPORT OF THE DISTRICT ENGINEER JUNE 2023

Prepared for:
East Charlotte Drainage District
2501A Burns Road
Palm Beach Gardens, FL 33410



RESPEC COMPANY, LLC
6561 Palmer Park Circle, Ste D
Sarasota, FL 34238
Phone: 941.552.5657
www.respec.com



2022-2023 ANNUAL REPORT OF THE DISTRICT ENGINEER FOR THE EAST CHARLOTTE DRAINAGE DISTRICT

1.0 INTRODUCTION

1.1 Background

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

The District's fiscal year runs from October 2022 through September 2023. Primary activities over the past year to date (October 2022 – June 2023) have been primarily road, canal and culvert maintenance, as well as weed control.

1.2 Purpose of Annual Report

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

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

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

2.0 MAINTENANCE ACTIVITIES

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

2.1 Canal Maintenance Program

For the current fiscal year, canal maintenance activities were reported between January and March of 2023.

2.2 Culvert Replacement Program

For the current fiscal year, no culvert replacements were conducted between January and March of 2023. However, maintenance of culverts were reported during this time-frame. Please note that the three (3) culvert installations and one (1) removal described below were conducted during August of the 2021-2022 fiscal year, after the issuance of the Annual Report of the District Engineer in June 2022.

1. Installed one (1) new lateral culvert in Section 14: Block 46 lateral canal
2. Installed one (1) new lateral culvert in Section 21: Block 54 lateral canal
3. Installed one (1) new lateral culvert in Section 34: Block 13 lateral canal
4. Removed unneeded sublateral culvert in Section 14 between Blocks 47 and 46

2.3 Roadway Maintenance Program

Paving of Graham Road was reported between the January and March of 2023. In addition, road grading activities were conducted in Section 14 and 15.

2.4 Weed Control

For the current fiscal year, Coast Air Services completed aerial herbicide application of 84 acres in December 2022.

3.0 WATER MANAGEMENT PERMIT ACTIVITIES

The District holds a Water Use Permit (WUP) with the Southwest Florida Water Management District (SWFWMD) and provides monthly meter readings of permitted wells each month to SWFWMD. To date, no WUP modifications have occurred during this fiscal year; the currently permitted irrigation and crop protection quantities are summarized in **Table 1** below.

Table 1 – WUP 20002689.016 Authorized Quantities

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

Special Condition No. 25 of the WUP requires DID Nos. 2, 13, 14, 55, and 93 to be monitored for Specific Conductance. Monitoring data from the past fiscal year is summarized in **Table 2** for these groundwater wells.

Table 2 – Well Water Quality Data Summary

	Conductivity (umhos/cm)
DID	1/12/2023 Record
2	N/A*
13	3,400
14	3,500
55	3,300
93	1,200

* SWFWMD records indicate that DID No. 2 was undergoing repairs at the time of the sample events

4.0 SUMMARY

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

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