## Valencia Water Control District

Agenda

September 10, 2024

## AGENDA

#### **AGENDA**

September 10, 2024

#### VALENCIA WATER CONTROL DISTRICT BOARD OF SUPERVISORS MEETING 1 P.M.

#### LAKE RIDGE VILLAGE CLUBHOUSE 10630 LARISSA STREET WILLIAMSBURG, ORLANDO, FLORIDA 32821

#### <u>Item</u>

- 1. Call Meeting to Order
- 2. Public Comment Period
- 3. Organizational Matters
  - A. Administration of Oath of Office to Achal Aggarwal
  - B. Appointment of District Deputy Secretary
- 4. Approval of August 13, 2024 Annual Meeting Minutes
- 5. General Fund Financial Reports
- 6. Engineer's Report
- 7. Attorney's Report
- 8. Director's Report
  - A. Customer Call Log No New Calls
  - B. Consideration of Revised Agreement with D.O.S. Services for Vegetation Removal in Additional Areas
  - C. Consideration of FY2025 Agreements
    - i. Aquatic Maintenance Agreement with Aquatic Management Strategies, Inc.
    - ii. Canal and Retention Pond Mowing Agreement with Sthern Environmental, Inc. *Under Separate Cover*
    - iii. Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser
- 9. Other Business
- 10. Adjournment

# **MINUTES**

#### MINUTES OF THE ANNUAL MEETING OF THE BOARD OF SUPERVISORS OF VALENCIA WATER CONTROL DISTRICT

#### August 13, 2024

The annual meeting of the Board of Supervisors of VALENCIA WATER CONTROL DISTRICT was held at 1:00 P.M. on Tuesday, August 13, 2024, at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Orlando, Florida. Physically present were Supervisors Roy Miller, Debra Donton, and Amanda Whitney; William Ingle was on the phone. Also, in attendance were the following: George Flint, District Director; Stephen Broome, District Counsel; David Mahler, District Engineer; Stacie Vanderbilt, District Administrative Assistant; Dan Brown, Sthern Environmental; Robert Szozda, GMS and several residents.

#### ITEM #1

#### **Call Meeting to Order**

Mr. Flint called the meeting to order at 1:02 P.M. A quorum of three Board members were present with William Von Ingle on the phone.

#### ITEM #2

#### **Public Comment Period**

- Mr. Benson asked who do we put in a request to for overgrowth in the ponds?
- Mr. Flint responded you can email myself or Stacie Vanderbilt.
- Mr. Benson asked what information do you have about the overflow capacity of the system in the event of heavy rains?
- Mr. Mahler explained the stormwater system structure, its capacity and how the water flows. The canals all have outfalls, but of course any storm can exceed expectations.
- Ms. Finklestein asked can we have "No Dumping" signs placed at the entrance off the Central Florida Parkway to the Area 1 pond?
  - Mr. Flint asked are there dumping issues?
- Ms. Finklestein responded they are dumping cans, trash, bottles and all types of trash into the ponds and in the grass.
- Mr. Flint stated the No Trespassing signs there should cover dumping as well. They shouldn't need to be added to enforce littering. It will be up to the Board to decide. Would the Board like to do anything to purchase additional signage?
  - Ms. Donton replied I agree, too many signs won't help.

Mr. Flint added the District doesn't have policing powers to enforce littering or trespassing. *Board consensus was to meet with the Orange County Sherriff's Deputy about the issue.* 

#### **ITEM #3**

## Organizational Matters Related to the Current Vacancy

#### A. Administration of Oath of Office to Newly Appointed Board Member

Mr. Flint asked for a motion to make Brian Andrelczyk's seat vacant because he no longer owns property in the District.

On MOTION by Ms. Whitney, seconded by Ms. Donton with all in favor Brian Andrelczyk's seat was declared vacant.

#### B. Appointment of Individual to Fulfill the Board Vacancy

Mr. Flint stated you can appoint someone to fill the vacancy that was just opened subject to land being transferred.

On MOTION by Ms. Donton, seconded by Mr. Miller with all in favor, Achal Aggarwal was appointed to fill the vacancy, subject to transfer of land.

#### **ITEM #4**

#### **Approval of July 9, 2024 Minutes**

Mr. Flint stated the next item was the minutes from the July 9, 2024 meeting. He asked if there were any corrections, deletions, or additions.

On MOTION by Ms. Donton, seconded by Ms. Whitney, with all in favor the Minutes from the July 9, 2024 Monthly Meeting were approved, as presented.

#### **ITEM #5**

#### **General Fund Financial Reports**

Mr. Flint went through the July 31, 2024 financials with the Board. He added they are almost 100% collected on assessments and the actuals are under expenses.

#### **ITEM #6**

#### **Engineer's Report**

Mr. Mahler stated there was nothing new to report.

#### **ITEM #7**

#### **Attorney's Report**

Mr. Broome had nothing new to report to the Board.

#### **ITEM #8**

#### **Director's Report**

#### A. Customer Call Log

Mr. Flint reviewed the log with the Board. It was the same caller twice, the homeowner is concerned about grass clippings blowing into his yard. We're trying to avoid it, but it rains a lot and there is a lot of growth in two weeks. We will continue to work on it.

#### B. Consideration of Proposals for C-10 Canal Vegetation Removal - ADDED

Mr. Flint stated there are four proposals to review. The area is the head of the C-10 canal by the 528. Vegetation has accumulated and needs to be mechanically removed. The issue is accessing it with equipment, there are two main access points to try and get large equipment through.

The 1<sup>st</sup> proposal from D.O.S. Services is the most cost effective for \$16,500, we recommend this one. The 2<sup>nd</sup> proposal is from Aquatic Management Strategies, Inc. and includes aquatic spraying and removal, they are proposing \$24,995. The 3<sup>rd</sup> proposal from Sthern Environmental is \$41,752. The 4<sup>th</sup> proposal from Gary's Grading is \$45,100. He reiterated, the issue is getting large equipment through a smaller access area so that's why the costs vary and the first vendor has proposed a very cost effective method to complete the job so staff is recommending approval.

On MOTION by Mr. Miller, seconded by Ms. Whitney, with all in favor the proposal from D.O.S. Services for C-10 Canal Vegetation Removal, was approved.

#### C. Consideration of Proposal for S102 Grading – ADDED

Mr. Mahler stated the area of C-1 Canal has some erosion and we want to keep the soil and sediment around the structure so the banks are above the structure and doesn't wash out with the rain. The proposal includes sodding and is \$11,782.

On MOTION by Mr. Miller seconded by Ms. Whitney, with all in favor the proposal from Sthern Environmental, was approved.

Mr. Flint stated we will have some other vegetation removed by the Sea World area of the C-4 Canal after the water recedes.

Mr. Mahler pointed to the map and added this area is supposed to be a pond but there is so much vegetation it's not holding any water, just running off into the structure. We need to fill the bank back up and Sea World will need to clean out the pond so it resumes acting like an overflow.

Mr. Flint stated we will keep the Board posted.

#### ITEM #9 Other Business

Mr. Mahler added by the C-1 Canal there is work being done by the County that we need to follow up on. The project has been ongoing for some time.

Mr. Flint added staff will be following up.

#### ITEM #10 Adjournment

On MOTION by Ms. Whitney, seconded by Mr. Miller, the meeting was adjourned at 1:40 pm.

	Stephen F. Broome, Secretary
Roy Miller	
William Von Ingle	
Debra Donton	
Amanda Whitney	
Achal Aggarwal	

# SECTION V

Water Control District

## **Unaudited Financial Reporting**

August 31, 2024



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# Water Control District Balance Sheet August 31, 2024

	General Capital Reserve Fund Fund				Totals Governmental Funds		
Assets:							
Current Assets							
Cash - Truist Bank	\$	156,072	\$	206,606	\$	362,678	
Petty Cash	\$	100	\$	-	\$	100	
Investment:							
State Board of Administration	\$	43,794	\$	1,079,714	\$	1,123,508	
Total Current Assets	\$	199,966	\$	1,286,320	\$	1,486,286	
Fixed Assets							
Land	\$	700,120	\$	-	\$	700,120	
Structures	\$	672,531	\$	-	\$	672,531	
Canals	\$	2,888,690	\$	-	\$	2,888,690	
Ponds	\$	1,245,537	\$	-	\$	1,245,537	
Equipment & Office Furniture	\$	6,703	\$	-	\$	6,703	
Accumulated Depreciation	\$	(4,796,941)	\$	-	\$	(4,796,941)	
Total Fixed Assets	\$	716,640	\$	-	\$	716,640	
Total Assets	\$	916,606	\$	1,286,320	\$	2,202,926	
Liabilities:							
Accounts Payable	\$	-	\$	-	\$	-	
Total Liabilities	\$	-	\$	-	\$	-	
Fund Balances:							
Unassigned	\$	199,966	\$	1,286,320	\$	1,486,286	
Net Assets Capitalized	\$	716,640	\$	-	\$	716,640	
<b>Total Fund Balances</b>	\$	916,606	\$	1,286,320	\$	2,202,926	
Total Liabilities & Fund Equity	\$	916,606	\$	1,286,320	\$	2,202,926	

#### Water Control District

#### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2024 Prorated Budget Adopted Actual Budget Thru 08/31/24 Thru 08/31/24 Variance Revenues: \$ 552,179 552,179 558,549 \$ 6,370 Assessments - Tax Roll \$ \$ \$ 2,000 \$ 1,997 \$ 163 Interest \$ 1,833 **Total Revenues** \$ 554,179 554,012 560,546 \$ 6,533 \$ \$ **Expenditures:** Administrative: 992 Supervisor Fees \$ 2,500 \$ 2,292 \$ 1,300 \$ 37,200 24,995 **Engineering Fees** \$ 34,100 \$ \$ 9,105 \$ \$ 12,000 11,000 \$ 11,000 \$ Attorney Fees \$ 5,200 5,200 \$ Annual Audit \$ \$ 5,200 \$ 5,000 5,000 \$ Assessment Roll Certification \$ \$ 5,000 \$ Management Fees \$ 53,280 \$ 48,840 \$ 48,840 \$ Information Technology \$ 1,800 \$ 1,650 \$ 1,650 \$ \$ 1,200 \$ \$ 1,100 \$ Website Maintenance 1,100 \$ 14,400 \$ 14,400 \$ 13,614 \$ Insurance 786 Report Preparation - NPDES \$ 15,000 \$ 13,750 \$ 4,226 \$ 9,524 \$ \$ 1,944 \$ Office Lease/Storage 3,000 \$ 2,750 806 Printing & Binding \$ 500 \$ 458 \$ 408 \$ 50 \$ 600 550 \$ 434 \$ Postage \$ 116 Legal Advertising \$ 2,500 \$ 2,292 \$ 805 \$ 1,487 \$ 600 \$ 550 \$ 615 \$ Bank Fees (65)Other Current Charges \$ 400 \$ 367 \$ \$ 367 Office Supplies \$ 350 \$ 321 \$ 94 \$ 226 \$ 4,250 \$ 5,101 \$ (851)Election Fees \$ 4,250 Meeting Rental Fee \$ 500 \$ 458 \$ 400 \$ 58 \$ 5,417 \$ 5,417 Property Appraiser Fee \$ 5,417 \$ Dues, Licenses & Subscriptions \$ 1,675 \$ \$ 500 \$ 1,675 1,175 Total Administrative: \$ 167,372 \$ \$ \$ 28,519 156,420 127,901 Operations & Maintenance Contracts: Aquatic Weed Control 40,000 \$ \$ 36,667 \$ 39,583 \$ (2,916)98,289 Mowing \$ \$ 90,098 \$ 65,795 \$ 24,303 Water Quality Monitoring 19,746 \$ \$ \$ \$ 18,101 16,455 1,646 Repairs & Maintenance: Canal & Retention Pond Maintenance \$ 40,000 \$ 36,667 \$ 32,385 \$ 4,282 Security Gates & Signs 750 \$ \$ 73 \$ \$ 688 615 NPDES Inspection & Fees \$ 6,000 \$ 5,500 \$ 1,875 \$ 3,625 Operating Supplies \$ 500 \$ 458 \$ \$ 458

2,500

207,785

\$

2,292

190,470

\$

\$

\$

Contingency

**Total Operations & Maintenance:** 

2,292

33,762

\$

\$

156,708

#### **Water Control District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending August 31, 2024

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 08/31/24	Thr	ı 08/31/24	1	Variance
Capital Improvements							
Transfer Out - Capital Reserve	\$ 245,392	\$	245,392	\$	245,392	\$	-
Total Reserves	\$ 245,392	\$	245,392	\$	245,392	\$	-
Total Expenditures	\$ 620,549	\$	592,281	\$	530,001	\$	62,281
Excess Revenues (Expenditures)	\$ (66,370)			\$	30,545		
Fund Balance - Beginning	\$ 66,370			\$	169,421		
Fund Balance - Ending	\$ -			\$	199,966		

#### **Water Control District**

#### **Capital Reserve**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2024

	Adopted	Pro	rated Budget		Actual		
	Budget	Thr	u 08/31/24	Th	ru 08/31/24	7	/ariance
Revenues:							
Transfer In	\$ 245,392	\$	245,392	\$	245,392	\$	-
Interest	\$ 35,000	\$	32,083	\$	43,436	\$	11,353
Total Revenues	\$ 280,392	\$	277,475	\$	288,828	\$	11,353
Expenditures:							
Contingency	\$ 600	\$	550	\$	432	\$	118
Capital Outlay	\$ 119,181	\$	109,249	\$	69,832	\$	39,417
Total Expenditures	\$ 119,781	\$	109,799	\$	70,264	\$	39,535
Excess Revenues (Expenditures)	\$ 160,611	\$	167,676	\$	218,564		
Fund Balance - Beginning	\$ 1,066,244			\$	1,067,757		
Fund Balance - Ending	\$ 1,226,855			\$	1,286,320		

#### Water Control District

#### Month to Month

	0ct	Nov	Dec		Jan		Feb	Mar		Apr	May	J	un	Ju	l	Aug	Sep	ot	Total
Revenues:																			
Assessments - Tax Roll	\$	\$ 24,725	\$ 183,984	\$ 5	51,868	\$	107,233	\$ 63,351	\$	29,457	\$ 50,993 \$	15,60	19 \$	10,412	\$	20,918	\$ _	\$	558,549
Interest	\$ 200	\$	\$ 202			\$	190	\$ 202	\$	197	203 \$	19	8 \$	205		1	\$ -	\$	1,997
																		\$	-
Total Revenues	\$ 200	\$ 24,920	\$ 184,186	\$ 5	52,071	\$	107,423	\$ 63,553	\$	29,654	\$ 51,196 \$	15,80	7 \$	10,617	\$	20,919	\$ -	\$	560,546
Expenditures:																			
Administrative:																			
Supervisor Fees	\$ -	\$ 150	\$ - 5	\$	150	\$	-	\$ 200	\$	150	\$ 150 \$	15	0 \$	200	\$	150	\$ -	\$	1,300
Engineering Fees	\$ 3,098	\$ 2,228	\$ 2,965	\$	2,100	\$	2,575	\$ 2,100	\$	2,400	\$ 3,203 \$	2,10	0 \$	2,228	\$	-	\$ -	\$	24,995
Attorney Fees	\$ 1,000	\$	\$ 1,000 \$	\$		\$	1,000	\$ 1,000	\$	1,000	\$ 1,000 \$	1,00	0 \$	1,000	\$	1,000	\$ -	\$	11,000
Annual Audit	\$ -	\$ -	\$ - \$	\$	-	\$	-	\$ - :	\$	-	\$ - \$	5,20	0 \$	-	\$	-	\$ -	\$	5,200
Assessment Roll Certification	\$ 5,000	\$ -	\$ - 5	\$	-	\$	-	\$ - :	\$	-	\$ - \$	-	\$	-	\$	-	\$ -	\$	5,000
Management Fees	\$ 4,440	\$ 4,440	\$ 4,440	\$	4,440	\$	4,440	\$ 4,440	\$	4,440	\$ 4,440 \$	4,44	0 \$	4,440	\$	4,440	\$ -	\$	48,840
Information Technology	\$ 150	\$ 150	\$ 150 \$	\$	150	\$	150	\$ 150	\$	150	\$ 150 \$	15	0 \$	150	\$	150	\$ -	\$	1,650
Website Maintenance	\$ 100	\$ 100	\$ 100	\$	100	\$	100	\$ 100	\$	100	\$ 100 \$	10	0 \$	100	\$	100	\$ -	\$	1,100
Insurance	\$ 13,614	\$ -	\$ - 5	\$	-	\$	-	\$ - :	\$	-	\$ - \$	-	\$	-	\$	-	\$ -	\$	13,614
Report Preparation - NPDES	\$ -	\$ 533	\$ - 5	\$	-	\$	-	\$ - :	\$	830	\$ - \$	2,69	5 \$	169	\$	-	\$ -	\$	4,226
Office Lease/Storage	\$ 216	\$ 216	\$ 216	\$	216	\$	216	\$ 216	\$	216	\$ 216 \$	21	.6 \$	-	\$	-	\$ -	\$	1,944
Printing & Binding	\$ -	\$ -	\$ 24 \$	\$	-	\$	131	\$ - :	\$	90	\$ 17 \$	5	7 \$	-	\$	89	\$ -	\$	408
Postage	\$ 4	\$ 4	\$ 165	\$	33	\$	44	\$ - :	\$	65	\$ 36 \$	2	7 \$	-	\$	56	\$ -	\$	434
Legal Advertising	\$ -	\$ -	\$ - 5	\$	-	\$		\$ 167	\$	208	\$ 430 \$	-	\$	-	\$	-	\$ -	\$	805
Bank Fees	\$ 39	\$ 39	\$ 39	\$	39	\$	41	\$ 41	\$	41	\$ 41 \$	4	1 \$	41	\$	216	\$ -	\$	615
Other Current Charges	\$ -	\$ -	\$ - \$	\$	-	\$	-	\$ - :	\$	-	\$ - \$	-	\$	-	\$	-	\$ -	\$	-
Office Supplies	\$ 0	\$ 0	\$ 18 \$	\$	15	\$	19	\$ - :	\$	16	\$ 1 \$	1	.3 \$	-	\$	14	\$ -	\$	94
Election Fees	\$ -	\$ -	\$ - 5	\$	-	\$		\$ - :	\$	-	\$ 5,101 \$	-	\$	-	\$	-	\$ -	\$	5,101
Meeting Rental Fee	\$ -	\$ 50	\$ - 5	\$	50	\$		\$ 50	\$	50	\$ 50 \$	5	0 \$	50	\$	50	\$ -	\$	400
Property Appraiser Fee	\$ -	\$ -	\$ - 5	\$	-	\$		\$ - :	\$	-	\$ - \$	-	\$	-	\$	-	\$ -	\$	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ - 5	\$	-	\$	-	\$ - :	\$	-	\$ - \$	-	\$	1,000	\$	-	\$ -	\$	1,175
Total Administrative:	\$ 27,836	\$ 8,909	\$ 9,115	\$	8,293	\$	8,714	\$ 8,464	\$	9,756	\$ 14,933 \$	16,23	8 \$	9,377	\$	6,266	\$ -	\$	127,901
Operations & Maintenance																			
Contracts:	\$ -	\$ -	\$ - \$	\$	-	\$	-	\$ - :	\$	-	\$ - \$	-	\$	-	\$	-	\$ -	\$	-
Aquatic Weed Control	\$ 2,322	\$ 2,322	\$ 2,322	\$	2,322	\$	2,322	\$ 2,322	\$	14,862	\$ 2,322 \$	2,32	2 \$	3,822	\$	2,322	\$ -	\$	39,583
Mowing	\$ 15,892	\$ 4,590	\$ - \$	\$	-	\$	-	\$ - :	\$	-	\$ 15,104 \$	15,10	4 \$	15,104	\$	-	\$ -	\$	65,795
Water Quality Monitoring	\$ 1,646	\$ 1,646	\$ 1,646	\$	1,646	\$	1,646	\$ 1,646	\$	1,646	\$ 1,646 \$	1,64	6 \$	1,646	\$	-	\$ -	\$	16,455
Repairs & Maintenance:																			
Canal & Retention Pond Maintenance	\$ 1,000	\$ 1,000	\$ 1,000	\$	1,000	\$	1,000	\$ 1,000	\$	1,000	\$ 24,385 \$	1,00	0 \$	-	\$	-	\$ -	\$	32,385
Security Gates & Signs	\$ -	\$ -	\$ - 5		-	\$		\$	\$		\$ 615 \$		\$	-	\$	-	\$ -	\$	615
NPDES Inspection & Fees	\$ -	\$	\$ 1,875			\$		\$	\$		\$ - \$	-	\$	-	\$	-	\$	\$	1,875
Operating Supplies	\$ -	\$ -	\$ - \$		-	\$		\$ - :	\$		\$ - \$	-	\$	-	\$	-	\$ -	\$	-
Contingency	\$ -	\$ -	\$ - 5	\$	-	\$		\$ - :	\$	-	\$ - \$	-	\$	-	\$	-	\$ -	\$	-
Total Field Operations:	\$ 20,860	\$ 9,558	\$ 6,843	\$	4,968	\$	4,968	\$ 4,968	\$	17,508	\$ 44,072 \$	20,07	2 \$	20,572	\$	2,322	\$ -	\$	156,708
	·		•				-			·				·					
Capital Improvements						Φ.	245 202		*										0.45.0
Transfer Out - Capital Reserves	\$ -	\$	\$ - \$			\$	245,392		\$		\$ - \$	-	\$	-	\$	-	\$ -	\$	245,392
Total Reserves	\$ •	\$ •	\$ - \$	5	-	\$	245,392	\$ - :	\$	•	\$ - \$	-	\$	•	\$	•	\$ -	\$	245,392
Total Expenditures	\$ 48,696	\$ 18,466	\$ 15,958	\$ 1	13,260	\$	259,074	\$ 13,431	\$	27,264	\$ 59,005 \$	36,30	9 \$	29,949	\$	8,588	\$	\$	530,001
Excess Revenues (Expenditures)	\$ (48,496)	\$ 6,454	\$ 168,228	\$ 3	88,810	\$	(151,650)	\$ 50,122	\$	2,390	\$ (7,809) \$	(20,50	3) \$	(19,332)	) \$	12,332	\$ -	\$	30,545

#### **Water Control District**

#### **Special Assessment Receipts**

Fiscal Year 2024

Gross Assessments \$ 581,240.96 \$ 581,240.96 Net Assessments \$ 552,178.91 \$ 546,366.50

#### ON ROLL ASSESSMENTS

							100.00%	100.00%
Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	0&M Portion	Total
11/3/23	1	\$2,181.53	\$20.71	\$110.34	\$0.00	\$2,050.48	\$2,050.48	\$2,050.48
11/14/23	2	\$5,493.59	\$52.76	\$217.98	\$0.00	\$5,222.85	\$5,222.85	\$5,222.85
11/28/23	3	\$18,361.18	\$176.28	\$733.42	\$0.00	\$17,451.48	\$17,451.48	\$17,451.48
12/05/23	4	\$32,105.09	\$308.21	\$1,283.85	\$0.00	\$30,513.03	\$30,513.03	\$30,513.03
12/12/23	5	\$115,214.90	\$1,106.08	\$4,607.27	\$0.00	\$109,501.55	\$109,501.55	\$109,501.55
12/19/23	6	\$45,896.80	\$440.61	\$1,835.53	\$348.58	\$43,969.24	\$43,969.24	\$43,969.24
01/10/24	7	\$54,572.61	\$523.91	\$2,181.12	\$0.00	\$51,867.58	\$51,867.58	\$51,867.58
02/13/24	8	\$112,827.68	\$1,083.17	\$4,511.03	\$0.00	\$107,233.48	\$107,233.48	\$107,233.48
03/13/24	9	\$62,931.04	\$604.20	\$2,511.42	\$3,535.19	\$63,350.61	\$63,350.61	\$63,350.61
04/11/24	10	\$30,963.47	\$297.55	\$1,208.80	\$0.00	\$29,457.12	\$29,457.12	\$29,457.12
05/13/24	11	\$53,131.68	\$515.08	\$1,623.96	\$0.00	\$50,992.64	\$50,992.64	\$50,992.64
06/14/24	12	\$13,951.47	\$136.99	\$252.14	\$2,046.49	\$15,608.83	\$15,608.83	\$15,608.83
07/11/24	13	\$10,412.18	\$0.00	\$0.00	\$0.00	\$10,412.18	\$10,412.18	\$10,412.18
08/13/24	14	\$21,159.00	\$211.29	\$29.76	\$0.00	\$20,917.95	\$20,917.95	\$20,917.95
	TOTAL	\$ 579,202.22	\$ 5,476.84	\$ 21,106.62	\$ 5,930.26	\$ 558,549.02	\$ 558,549.02	\$ 558,549.02

102.23%	Net Percent Collected
\$ (12,182.52)	<b>Balance Remaining to Collect</b>

# **SECTION VIII**

# SECTION B

#### **Proposal of Services 8/27/2024**

D.O.S. Services 1130 Roxboro Rd. Longwood, FL 32750 407 751-8497

D.O.S.servicesfl@gmail.com

Attn: David Mahler, Allen Lane, George Flint

Site: C4 Canal outfall to first sloped outfall towards Sea World Drive (120') Requested Service: Clear out vegetation and remove built up sediment Proposed Service:

- Remove vegetation and deposited sediment from identified area in the C4 canal using long reach excavator working from Doubletree side of canal through existing gate (photos)
- Transport and stage vegetation and sediment to area adjacent to Sea world Dr (photo) using dump bed truck
- 3. Remove and dispose of staged material using grapple truck

Cost: \$9,750

#### Notes:

- 1. Grass disturbance is likely to occur, sod is not included in this proposal
- 2. Area will be smoothed out allowing for natural Bahia grass reseeding
- 3. Project duration anticipated at 2-3 days including debris removal
- 4. Alternate will add 2 days
- 5. We will mitigate additional mechanical damage to curb

Alternate 1 (if performed at same time)

Service: Clear out vegetation and remove built up sediment in front of sloped outfalls From Sea World Drive to Sloped outfall referenced in above project (740')

Cost: \$9,000	Total Cost <b>18,750</b>
COSt. #3,000	10tat 00st 10,730

Terms: 1. Payment Due within 20 days of notice of completion

2. Proposal expires after 30 days

Acceptance:			
ACCEDIANCE.			



View from Sea World Dr.



Close-up of material staging area Sea World Dr



Access gate to easement



Overview of access and disposal area



Existing curb damage near gate

# SECTION C

# SECTION 1

#### **CONTRACT**

#### STATE OF FLORIDA COUNTY OF ORANGE

THIS CONTRACT, made this 10th day of September, 2024, by and between the Valencia Water Control District, party of the first part, hereinafter referred to as the "District", and Aquatic Management Strategies, party of the second part, hereinafter referred to as CONTRACTOR.

#### WITNESSETH:

**WHEREAS**, the District requested a bid for a 3-year extension for the project of "Aquatic Weed Control" and

WHEREAS, Aquatic Management Strategies did submit a bid on said project in the amount of \$45,651.00 per year and

**WHEREAS**, at its regularly scheduled monthly meeting, the District awarded the contract to <u>Aquatic Management Strategies</u> for the total contract price of \$136,953.00.

**NOW THEREFORE**, in consideration of the attached schedule of compensation, the covenants and agreements set forth herein and other good and valuable considerations, the parties do hereby agree as follows:

- 1. That CONTRACTOR agrees and covenants with the District that for the unit prices and the lump sum prices mentioned in "Schedule of Compensation" herein attached will, at its own cost and expense perform, accomplish and complete the designated project; said matters including but not being limited to the furnishing of all necessary labor, materials, equipment, and proper disposition of all State Worker's Compensation and Unemployment Compensation obligations incurred in the performance, accomplishment of completion of the performance of the contract designation as: AQUATIC WEED CONTROL in the Valencia Water Control District in Orange County, Florida in the same manner and to the full extent as set forth in the Specifications, Schedule of Compensation and all other documents and instruments which comprise the Contract Documents, all of which documents are specifically made a part hereof as fully and completely as if set forth herein; said accomplishment and completion of the performance of the subject contract shall be done to the satisfaction of the District or its duly authorized representative or agent.
- 2. That the District hereby agrees and covenants to pay to CONTRACTOR for the performance, accomplishment and completion of all matters and items set out in Paragraph 1 herein, to be paid pursuant and in accordance with this instant Contract and all Contract Documents made apart thereof by reference. The parties mutually covenant and agree that work on the subject contract must commence with adequate force and equipment within fifteen (15) calendar days of the date set forth in the "Notice To Proceed". Time limit for

completion of all work under the instant contract shall be as set forth in the Proposal referred to herein above. After commencement, said work shall be properly dispatched and performed toward accomplishment and completion to the satisfaction of the District and its duly authorized representative or agent and shall be fully performed, accomplished and completed within the time schedule. In the execution of the instant contract, CONTRACTOR acknowledges that it has taken into account all conditions whatsoever, including but not limited to all contingent work as an excuse for delay in its work and for its non-performance, partial or otherwise. Provided, however, CONTRACTOR shall not be liable in any manner for reasonable delay caused by acts of God, labor disputes, material or supply shortages or any other reason beyond CONTRACTOR'S control.

- 3. That the District shall not be liable to CONTRACTOR for damages for any suspension of work due to matters beyond the control of the District, including but not limited to injunctions, restraining order and the like.
- 4. That the contract shall be binding on the parties hereto, their successors and/or assigns; in witness hereof the parties hereto have set their hands and seals on the date first above written.
- 5. This contract is for the period of October 1, 2024 through September 30, 2027. Any negotiations for contract renewal must be accomplished prior to September 10, 2024 in order for the Board of Supervisors to review. Provided however, notwithstanding any contrary provisions set forth herein, in the event the District is not satisfied with the performance of CONTRACTOR under the term set forth in this contract and the scope of work attendant hereto, the District may terminate this contract upon giving 60 days advance notice to the CONTRACTOR.

WITNESSES:	VALENCIA WATER CONTROL DISTRICT ORANGE COUNTY, FLORIDA
Print:	•
	AQUATIC MANAGEMENT STRATEGIES
	By:
Print:	Name/Title

# SECTION 2

# This item will be provided under separate cover

# SECTION 3



## NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT

An AGREEMENT made this 1st day of October 2024 between AMY MERCADO as Orange County Property Appraiser (Property Appraiser) and, Valencia Water Control District (Taxing Authority), and is effective upon acceptance by both parties and through, September 30, 2025.

- 1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions precedent to enter into this agreement.
- 2. The Property Appraiser agrees to perform the following service for the Taxing Authority:
  - A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2025 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar for Implementation of Non- Ad Valorem Assessment Roll.
  - B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments.
  - C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and apply that amount to each parcel of real property as stipulated by Taxing Authority.
  - D. Include the Taxing Authority's non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.
  - E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.
  - F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.
- 3. Taxing Authority agrees to perform the following acts in connection with this agreement:

- A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non- ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and any other applicable Florida statute, and carry out its responsibilities under said sections.
- B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar for Implementation of Non-Ad Valorem Assessment Roll.
- C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.
- D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.
- 4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with upto-date and accurate data concerning its boundaries, proposed assessments, and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the district's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.
- 5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming, or any other associated costs.
- 6. On 1st day of October of each applicable year, the administrative fee will be invoiced to the Taxing Authority equivalent to \$0 per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.
- 7. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar for Implementation of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.
- 8. This agreement constitutes the entire agreement between the parties and can only be modified in writing and signed by both parties.

- 9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
- 10. All communications required by this agreement shall be in writing and sent by first class mail, email, or facsimile to the other party.

#### Notices to the Taxing Authority shall be addressed to:

Valencia Water Control District

Jason Showe Governmental Management Services 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771 jshowe@gmscfl.com (407) 841-5524

#### Notices to the Property Appraiser shall be addressed to:

Carmen Crespo, Director, Accounting and Finance Orange County Property Appraiser 200 S. Orange Ave., Suite 1700 Orlando, FL 32801 <a href="mailto:crespo@ocpafl.org">crespo@ocpafl.org</a> (321) 379-4707

- 11. TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.
- 12. TERM. This Agreement shall continue until such time as either party terminates the Agreement pursuant to Paragraph 11, above.
- 13. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Any action to interpret or enforce any provision of this Agreement shall be brought in the State and Federal courts for Orange County, Florida.

ORANGE COUNTY PROPERTY APPRAISER
Signed
AMY MERCADO
Date
VALENCIA WATER CONTROL DISTRICT
Name
Signed
Date

#### CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS

On or about April 1st, Property Appraiser to provide the Taxing Authority with an electronic file that includes parcel ID and any other information applicable or requested. Taxing Authority may request this file at any time after January 1st, but must understand that many splits/ combos, annexations, etc., may not be reflected early in the tax year and subsequent files may be necessary. If any additional information is required at any time by Taxing Authority, it should be requested of the Property Appraiser by Taxing Authority, allowing for a reasonable turnaround time. The file shall be in an ascii file, text or excel file, unless another format is requested and agreed upon between parties.

#### June 1

Property Appraiser distributes Best Estimate of Taxable Value to all Taxing Authorities.

#### July 1

• Property Appraiser certifies Preliminary tax roll to all taxing authorities.

 Taxing Authority reviews all assessments and provides final approval for Notice of Proposed Property Taxes (TRIM)

#### **July 15**

• Property Appraiser to invoice Administrative Fee for new parcels, if any, assessed and in excess of prior year certified non-ad valorem assessment roll parcel count.

#### August 4

• The Taxing Authority adopts its proposed millage rate and submits to the Property Appraiser for TRIM.

#### August 24

• Last day Property Appraiser can mail TRIM notices to all property owners on the tax roll.

#### September 3 – October 3

Taxing Authority holds initial and final public budget hearing.

#### September 15

 Taxing Authority certifies final non-ad valorem assessment roll to Property Appraiser on or before September 15 with any changes, additions, or deletions to the non-ad valorem assessment roll since the TRIM notices.

#### October

- Property Appraiser to mail Non-Ad Valorem Assessment Administration Agreement and invoice for non-ad valorem assessment processing for subsequent tax roll, based upon most recent certified non-ad valorem assessment roll parcel count.
- Property Appraiser delivers the Taxing Authority non-ad valorem assessment roll to the Tax Collector for collection of taxes on November 1 tax bills.