

**AGENDA
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
SEPTEMBER 8, 2022 @ 8:30 A.M.**

Board of Supervisors:

Sydney B. Crampton, Chair
Robert C. Stern, Jr., Vice-Chair
Phyllis Wright
Taylor Meals
Seat #1 Vacant

Staff:

Ray Burroughs, Administrator
Robert H. Berntsson, District Counsel
Dewey Futch, Water Operations Manager
David Larson, Wastewater Operations Manager
Keith R. Ledford Jr., P.E., Technical Support Manager
Lisa Hawkins, Finance Director
Teresa Herzog, Executive Assistant

1. PLEDGE OF ALLEGIANCE & ROLL CALL
2. ANNOUNCEMENTS – Additions or Deletions
3. SERVICE AWARDS
 - a. Cody Ellsworth, Wastewater Plant Operator – 10 years
 - b. Lope Balan, Distribution Maintenance Technician – 15 years
4. PUBLIC INPUT – AGENDA ITEMS ONLY

To address the Board during this portion of the meeting you must fill out a Civility Agreement, state your name and address for the record and which agenda item is to be addressed. Remarks shall be limited to 4 minutes and no discussion will take place during this portion of the meeting. If a Board decision is made, you will be notified. If you wish to address the Board on a topic not on the agenda, you will have the opportunity during Public Comment.

CARDS MUST BE SUBMITTED PRIOR TO THE COMMENCEMENT OF THE MEETING

5. CONSENT SECTION
 - a. Minutes of the Regular Meeting dated August 4, 2022
 - b. Big W Law Invoice dated August 16, 2022
6. ACTION ITEMS
 - a. FY23 Budget Approval
 - b. Award of Contract/Supply of Liquid Chlorine
 - c. Single Source & Contract Procurement Approval
 - d. Warehouse Inventory of Water Meters
 - e. Warehouse Inventory of Pit Controllers
 - f. WTP Vertical Turbine Pump Repair
 - g. WRF Disk Filter Control Panel Upgrades Sole Source Procurement Re-Authorization
 - h. Renewal of District Counsel's Retainer Agreement
7. DISCUSSION
 - a. Vacancy of Seat #1
 1. Lani Gaver
 2. Thomas O'Keefe

8. ADMINISTRATOR'S REPORT – Ray Burroughs
 - a. WATER OPERATIONS MANAGER – Dewey Futch
 - b. WASTEWATER OPERATIONS MANAGER – David Larson
 - c. TECHNICAL SUPPORT MANAGER – Keith R. Ledford Jr., P.E.
 - d. FINANCE DIRECTOR – Lisa Hawkins
 1. Financial Statements for July
 2. Investment Statements for July

9. ATTORNEY'S REPORT – Robert H. Berntsson

10. OLD BUSINESS

11. NEW BUSINESS

- a. Remembrance of Board Member Steve Samuels

12. PUBLIC COMMENT – ANY TOPIC

To address the Board during this portion of the meeting, you must fill out a Civility Agreement and state your name and address for the record. Each person will be allowed no more than 4 minutes.

13. BOARD MEMBER COMMENTS

14. ADJOURN

Anyone who decides to appeal a decision of this Board will need a record of the proceedings pertaining thereto and therefore may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DISABILITY INFORMATION – In accordance with the Americans with Disabilities Act and FS 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact EWD at 941-474-3217 no later than 7 days prior to the proceedings. If hearing impaired, telephone the Florida Relay Service at 800-955-8771 9TCC) or 800-955-8770 (VOICE) for assistance.

Posted 09/02/2022

BOARD AGENDA ITEM SUMMARY

5a

MEETING DATE: September 8, 2022

SUBJECT: Minutes of the Regular Meeting dated August 4, 2022

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPT: **Administration**

ITEM: **Request Board approval of the regular meeting minutes dated August 4, 2022.**

PURPOSE / JUSTIFICATION: **An Enabling Act requirement for the official record of meetings.**

MOTION: **To approve the minutes of the regular meeting dated August 4, 2022.**

Prepared By: **Teresa Herzog**

Date: **August 12, 2022**

Approvals:



Administrator



Finance



Technical Support



Water Operations



Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **Minutes of the regular meeting dated August 4, 2022.**

**MINUTES
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
AUGUST 4, 2022 @ 8:30 A.M.**

Board of Supervisors:

Sydney B. Crampton, Chair
Robert C. Stern, Jr., Vice-Chair
Phyllis Wright (absent)
Taylor Meals
Steven Samuels (absent)

Staff:

Ray Burroughs, Administrator
Robert H. Berntsson, District Counsel
Dewey Futch, Water Operations Manager
David Larson, Wastewater Operations Manager
Keith R. Ledford Jr., P.E., Technical Support Manager (absent)
Lisa Hawkins, Finance Director
Teresa Herzog, Executive Assistant

1. The meeting began with the Pledge of Allegiance and roll call to establish a quorum.
2. ANNOUNCEMENTS – Additions or Deletions – Mr. Kozek (304 Elder Street) Foxwood Condominium Association Backflow Requirement Appeal – rescinded his public input request.
3. SERVICE AWARDS – With gratitude, Chair Crampton presented a 10-year service award to Kevin Mozzicato, Wastewater Plant Operator.
4. PUBLIC INPUT – AGENDA ITEMS ONLY – None
5. CONSENT SECTION – Mr. Stern moved, **“to accept the Consent Agenda as presented,”** seconded by Mr. Meals.
 - a. Minutes of the Regular Meeting dated July 14, 2022 **22-08-04 CS A**
 - b. Big W Law Invoice dated July 19, 2022 **22-08-04 CS B**

UNANIMOUS

6. ACTION ITEMS

a. FY23 Budget Approval – Mr. Burroughs introduced the item. This is to approve a 5% rate increase and provide multi-year funding for the FY 2023 CIP, single year funding for the FY 2023 Operating Budget, single year funding for the FY 2023 Debt Service, and authorize the number of full-time employees. Chair Crampton then questioned if the budget should be broken out into individual motions?

Mr. Stern moved, **“to approve the budget as presented,”** seconded by Chair Crampton who then called for discussion.

Mr. Meals began the discussion to include; the 5% increase in salaries, the substantial increase to health care costs, the way the CIP budget is structured, debt services and the addition of 2 more employees.

Attorney Berntsson read a portion of the Enabling Act that dictates the passage of a motion needing 3 affirmative votes. Mr. Burroughs added that there are communities who need to know our rates so they can forecast their budgets too. Attorney Berntsson suggested, if the Board was in agreeance with number 1 of the motion, it could be passed

with no action being taken of the other 4. Mr. Meals continued the discussion to include; how future CIPs will be funded; rate increases of greater than 5% that may be necessary in the future and income assumption that may not come to fruition.

Mr. Stern withdrew his motion.

Mr. Stern moved, **“to approve a 5% increase to the water/wastewater base and usage rates, wholesale water/wastewater rates and reuse water rates effective October 1, 2022,”** seconded by Mr. Meals.

UNANIMOUS

22-08-04 A

Mr. Stern moved, **“to make a continuation to the next meeting,”** seconded by Mr. Meals.

UNANIMOUS

22-08-04 B

b. Rehabilitation of Water Treatment Plant Vertical Turbine Pump – Mr. Burroughs introduced the item. A vertical turbine pump at the Water Treatment Plant requires rehabilitation. The quote from Mader Electric Motors covers the cost of needed parts, labor, and a crane truck. Services will be provided by piggybacking off the Lee County Agreement, B180244GWT, expiring 9/9/2022 for the purchase of electric motor repair and replacement services. Cost exceeds the Administrator's \$25,000 authority.

Mr. Meals moved, **“to approve,”** seconded by Mr. Stern.

UNANIMOUS

22-08-04 C

Full motion read: To accept the Mader Electric Motors Estimate #86567 dated July 8, 2022 in the amount of \$28,808.32 for the rehabilitation of a Water Treatment Plant Vertical Turbine Pump. Services provided by piggybacking the Lee County Agreement B180244GWT, expiring 9/9/2022. Funds to come from the general fund.

c. Award of Contract/Supply of Liquid Chlorine – Mr. Burroughs introduced the item. The sealed bid procurement process was followed with response from only one bidder; Brenntag Mid-South. Inc. The only other supplier in the area, Allied Universal Corporation submitted a no-bid statement due to lack of product. This is for a 6-month fixed pricing contract from October 1, 2022 to March 31, 2023 at \$2,263/ton of liquid chlorine. Funding pending FY2023 budget approval.

Item was tabled until the next meeting pending approval of the FY 2023 budget.

d. V-1 Vacuum Station Rehab AirVac Materials Direct Purchase – Mr. Burroughs introduced the item. As part of the V-1 rehab project, the V-1 station will be updated with all new equipment inside. Staff has received the Scope of Supply and Pricing Proposal from AirVac for the direct purchase of materials for the rehab of the V-1 Vacuum Station. This scope of supply is only for the equipment inside the vacuum station and does not include the temporary system. The scope includes a new collection tank and associated piping, a new sewage pump skid with two vertical mounted sewage pumps, a vacuum pump skid with vacuum pumps and a new pump control panel with VFD's for all of the pumps. The proposal also includes an optional platform. While it would be nice to have,

staff believes it would be best to use that money elsewhere. Current lead times for this equipment package is 40-44 week.

Mr. Meals moved, “**to approve,**” seconded by Mr. Stern.

UNANIMOUS

22-08-04 D

Full motion read: To authorize the Administrator to sign a purchase order for the V-1 Station Rehab AirVac materials direct purchase in the amount of \$600,000.00. Funds to come from the CIP Budget.

e. Warehouse Inventory of Water Meters – Mr. Burroughs introduced the item. Staff is seeking Board approval for the purchase of Neptune water meters and parts to increase inventory. The purchased amount will exceed the Administrator’s authority of \$25,000.

Mr. Stern moved, “**to approve as presented,**” seconded by Mr. Meals.

UNANIMOUS

22-08-04 E

Full motion read: To authorize the purchase of additional Neptune water meters and parts up to \$71,669.41 for the remainder of FY 2022 through sole source procurement with Ferguson Waterworks. The vendor is the sole authorized distributor of Neptune meter and parts in Florida. Funds to come from water revenue.

7. DISCUSSION – None

8. ADMINISTRATOR’S REPORT – Ray Burroughs

1. A meeting with the forestry service was held last week to discuss the clearing of fallen trees and undergrowth in the wellfield. They will schedule a time this fall to clear out the back area at no cost to the District.
2. Staff met with our insurance company and health insurance rates have increased by 30.51% this will have an impact on the budget.

a. WATER OPERATIONS MANAGER – Dewey Futch

Production:

1. Total send out for July 2022 was 89.50 MG/2021 was 78.96 MG.
2. Average send out was 2.88 MGD/2021 average send out was 2.54 MGD and the 2022 high was 3.1 MGD/2021 high was 3.21 MGD.
3. Rainfall 2022 was 3.01”/2021 was 11.84”.
4. This past month at the Plant Leo Pflieger Construction installed the filter media in the #3 filter. The project is now complete, and the filter should be back in use next week.
5. The operators performed general maintenance and daily operations; all was fairly quiet for the month.

Distribution:

1. This past month Distribution had 1 incident to report. On 7/1/2022 the 4” watermain located at the intersection of Oyster Creek Drive and Illinois Avenue broke. Repairs were made and a precautionary boil water notice was issued and rescinded after 2-day bacteriological testing completed on 7/3/2022.

2. For July, 40 new meters were set equaling 39 ERCs for single-family homes and 1 service line was a fire line at Sure Safe Storage.
3. 39 radio heads were replaced and 32 customers requested turn offs were done.
4. The EWD portion of the service line material inventory survey is at 35.9% completion.

b. WASTEWATER OPERATIONS MANAGER – David Larson

WRF:

1. The average daily flow for July 2022 was 1.37 MGD about half a million less per day than last year with a peak flow of 1.66 MG for the month.
2. A lightning strike caused several issues with the reuse system as well as other equipment at the plant. This caused a disruption in our reuse flows, but the issues are repaired and the system was back up on Tuesday. Another lightning strike yesterday took out a panel.
3. Staff took down and cleaned out plant #1, airline issues are being worked on.
4. Normal operations and maintenance are ongoing.

Collections:

1. Crews installed 1 new vacuum pit and replaced another.
2. Construction on the Dearborn Street project hit reuse lines twice, staff made the repairs.
3. Normal operations and maintenance are ongoing.

c. TECHNICAL SUPPORT MANAGER – Keith R. Ledford Jr., P.E. (absent) In Mr. Ledford's absence, Mr. Burroughs reviewed the written status report with updates.

Developments/Projects:

1. Boca Royale – EWD has sent back comments after reviewing the initial plans.
2. Guardian Storage – EWD will be sending out the service agreement for developer's review soon.
3. Park Forest Phase 7A – Tri County chlorinated on 7/28 but was above the allowable limit. Rescheduled for 8/2. Curb and asphalt is being installed next week.
4. Placida Mini Storage – EWD has reviewed and approved the revised plans. Pre-con is yet to be scheduled.
5. Sure Safe Storage – the pressure test and tap was completed on 7/28 and the piping up to the backflow assembly was chlorinated for 1 hour as no BAC-Ts were required for this project. EWD to install a radio read meter on the by-pass on 7/29. This project is now complete.

d. FINANCE DIRECTOR – Lisa Hawkins

Financial Statements

1. June – operating revenue was \$14.323M, about \$900K more than last June. There was operating expenses of \$10.366M, up about \$1M from last year, leaving an operating surplus at \$3.956M.

Investment Statements

2. June – we had \$20.225M with RBC and cash of \$2.728M at Centennial Bank.

9. ATTORNEY'S REPORT – Robert H. Berntsson – None

10. OLD BUSINESS – Mr. Meals stated that the screening placed on Old Englewood Road is a great improvement.
11. NEW BUSINESS – None
12. PUBLIC COMMENT – ANY TOPIC – None
13. BOARD MEMBER COMMENTS – Chair Crampton reminded the other Board members to get with staff concerning the budget this month so things get worked out before the September 1st meeting.
14. ADJOURNED @ 9:08 a.m.

Robert C. Stern, Vice-Chair

APPROVED

/tlh

BOARD AGENDA ITEM SUMMARY

5b

MEETING DATE: September 8, 2022

SUBJECT: The Big W Law Attorney's Invoice dated August 16, 2022

CATEGORY: X Consent

Discussion

Action

CONTACT PERSON: **Lisa Hawkins**

DEPT: **Finance**

ITEM: **Request Board approval for payment of the Big W Law Attorney's invoice dated August 16, 2022.**

PURPOSE / JUSTIFICATION: **Legal services rendered.**

FISCAL IMPACT:

Budget Resolution Required: yes X no

Funds in Account: 500311-500-101 (Legal Professional Fees-Administration)

| | | |
|-----------------------------|----|-------------------|
| Amount Budgeted | \$ | 23,000.00 |
| Year to Date Expenditures | \$ | (7,187.50) |
| Total Expenditures Required | \$ | <u>(1,062.50)</u> |
| Remaining in Budget | \$ | <u>14,750.00</u> |

MOTION: **To approve the Big W Law Attorney's invoice dated August, 2022 for services rendered July 16, 2022 to August 15, 2022 in the amount of \$1,062.50. Funds to come from the General Fund.**

Prepared By: **Teresa Herzog**

Date: **August 23, 2022**

Approvals:



Administrator



Finance



Technical Support



Water Operations



Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **The Big W Law Attorney's invoice dated August 16, 2022.**



WIDEIKIS, BENEDICT & BERNTSSON, LLC THE BIG W LAW FIRM

3195 S. Access Road, Englewood, Florida 34224

941-627-1000

Englewood Water District
therzog@englewoodwater.com
201 Selma Avenue

Received 8/23/2022
by: Englewood Water District
7:12 a.m. T. Herzog

Statement Date: 08/16/2022
Statement No. 29413
Account No. 8.0000

Englewood, FL 34223

Legal Services
PO 54375

FOR PROFESSIONAL SERVICES RENDERED

| | | | Rate | Hours | |
|------------|-----|--|--------|-------|----------|
| 07/19/2022 | RHB | Email with Mr. Benedict; Review Purchase agreement. | 250.00 | 0.25 | 62.50 |
| 07/22/2022 | RHB | Email with Mr. Ledford. | 250.00 | 0.25 | 62.50 |
| 07/24/2022 | RHB | Email with Mr. Ledford. | 250.00 | 0.25 | 62.50 |
| 07/25/2022 | RHB | Review Park Forest Phase 7 A plat; Email with Mr. Ledford; Email with Mr. Benedict. | 250.00 | 0.25 | 62.50 |
| 07/29/2022 | RHB | Email with Ms. Herzog; Review agenda. | 250.00 | 0.25 | 62.50 |
| 08/02/2022 | RHB | Email with Ms. Herzog; Review letter from Mr. Kozek. | 250.00 | 0.50 | 125.00 |
| 08/03/2022 | RHB | Email with Ms. Herzog; Email with Ms. Wright. | 250.00 | 0.25 | 62.50 |
| 08/04/2022 | RHB | Prepare for and attend Board of Supervisors Meeting. | 250.00 | 1.00 | 250.00 |
| 08/05/2022 | RHB | Email with Mr. Lugo; Email with Mr. Burroughs. | 250.00 | 0.25 | 62.50 |
| 08/09/2022 | RHB | Email with Ms. Herzog; Review Notice to Bocilla Utilities; Telephone conference with Ms. Herzog; Email with Ms. Bagshaw. | 250.00 | 0.50 | 125.00 |
| 08/10/2022 | RHB | Email with Ms. Herzog. | 250.00 | 0.25 | 62.50 |
| 08/12/2022 | RHB | Email with Ms. Herzog. | 250.00 | 0.25 | 62.50 |
| | | For Current Services Rendered | | 4.25 | 1,062.50 |

Recapitulation

| <u>Timekeeper</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|-------------------|--------------|-------------|--------------|
| Robert Berntsson | 4.25 | \$250.00 | \$1,062.50 |

PREVIOUS BALANCE

\$1,437.50

Englewood Water District
Account No. 8.0000
RE: Legal Services

Statement Date: 08/16/2022
Statement No. 29413

| | |
|-------------------------------|-------------------|
| Total Current Work | 1,062.50 |
| <u>Payments</u> | |
| Total Payments for 08/09/2022 | -1,437.50 |
| Balance Due | <u>\$1,062.50</u> |

| Billing History | | | | | |
|-----------------|--------------|-----------------|-----------------|-----------------------|-----------------|
| <u>Fees</u> | <u>Hours</u> | <u>Expenses</u> | <u>Advances</u> | <u>Finance Charge</u> | <u>Payments</u> |
| 84,212.50 | 352.51 | 0.00 | 7.80 | 0.00 | 83,157.80 |

BOARD AGENDA ITEM SUMMARY

6a

MEETING DATE: September 8, 2022

SUBJECT: FY 2023 Budget

CATEGORY: Consent

Discussion

Action

CONTACT PERSON : **Lisa Hawkins**

DEPT : **Finance**

ITEM: **Approval of the FY023 Budget**

PURPOSE / JUSTIFICATION: **To provide multi-year funding for the FY 2023 CIP, single year funding for the FY 2023 Operating Budget, single year funding for the FY 2023 Debt Service, and authorize the number of full-time employees.**

MOTION:

- 1) **To approve the FY 2023 Capital Improvement Program totaling \$19,352,605.26, CIP project authorization and funds are multi-year funds.**
- 2) **To approve the FY 2023 Operating Budget totaling \$16,503,872.05, Operating Budget funds are annual and will expire on September 30, 2023.**
- 3) **To approve the FY 2023 Debt Service Principal Payments totaling \$2,423,596.00.**
- 4) **To approve an increase from 79 to 81 full time employees adding 1 Distribution and 1 Collections Technician.**

Prepared By: **Teresa Herzog**

Date: **August 12, 2022**

Approvals:



Administrator



Finance



Technical Support



Water Operations



Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: None; Budget was previously distributed

BOARD AGENDA ITEM SUMMARY

6b

MEETING DATE REQUESTED: September 8, 2022

SUBJECT: RFB 2022-131 Supply of Liquid Chlorine

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: Lisa Hawkins/Bee Wheaton

DEPT: Finance

ITEM: RFB 2022-131 Supply of Liquid Chlorine Contract Award

PURPOSE / JUSTIFICATION: **The sealed bid procurement process was followed with response from only one bidder; Brenntag Mid-South, Inc. The only other supplier in the area, Allied Universal Corporation submitted a no-bid statement due to lack of product. This is for a 6-month fixed pricing contract from October 1, 2022 to March 31, 2023 at \$2,263/ton of liquid chlorine. Funding pending FY2023 budget approval.**

FISCAL IMPACT: N/A

Budget Resolution Required: yes no

MOTION: **To approve the award for RFB 2022-131 Supply of Liquid Chlorine to Brenntag Mid-South, Inc.**

Prepared By: Teresa Herzog

Date: August 12, 2022

Approvals:



Administrator



Finance



Technical Support



Water Operations



Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **Bid Tabulation and Notice of Intent to Award Letter**



ENGLEWOOD WATER DISTRICT BID OPENING

July 21, 2022 @ 2:30 p.m.

**Initial Bid Tabulation
RFB 2022-131 Supply of Liquid Chlorine**

| VENDOR | DATE & TIME RECEIVED | 1 YEAR FIXED UNIT PRICE (\$)/TON CYLINDER | 6 MO. FIXED UNIT PRICE (\$)/TON CYLINDER | 4 MO. FIXED UNIT PRICE (\$)/TON CYLINDER |
|--------------------------|--------------------------|--|---|---|
| Univar Solutions | NO BID | | | |
| Allied Universal Corp. | NO BID | | | |
| Brenntag Mid South, Inc. | July 21, 2022 @ 12:39 PM | NO BID | 2,263.00 | 1,963.00 |



NOTICE OF INTENT TO AWARD

DATE: July 22, 2022
SOLICITATION ID: RFB 2022-131
DESCRIPTION: Supply of Liquid Chlorine

Staff recommends that the District's Board of Supervisors award RFB 2022-131 Supply of Liquid Chlorine at \$2,263.00 per ton, to **Brenntag Mid-South** as the Bidder meeting the overall specifications of the District.

Final award is subject to review, for compliance with purchasing procedures, funding availability, insurance coverage, and approval of the Board of Supervisors at the next scheduled Board meeting on **September 8, 2022**.

Bee Ling Wheaton
Purchasing Manager
Englewood Water District

BOARD AGENDA ITEM SUMMARY

6c

MEETING DATE: September 8, 2022

SUBJECT: Single Source and Contract Procurements over \$25,000

CATEGORY: Consent Discussion Action Item

CONTACT PERSON: **Lisa Hawkins**

DEPT: **Finance**

Return Paperwork to: Contact Person

Other: **Teresa Herzog**

ITEM: **Single Source and Contract Procurements over \$25,000.**

PURPOSE / JUSTIFICATION: **To seek Board approval for procurement over \$25,000, above the Administrator's authority to approve. Multiple requisitions, as listed on page two, are above the \$25,000 threshold and have been generated by various departments for the new fiscal year 2023. Methods of procurement for each requisition follows the District's Procurement & Inventory Control Policy, Resolution No. 19-10-03 A, as well as Florida State Statutes 287.057. The amounts requested for approval are estimated amounts for fiscal year 2023.**

FISCAL IMPACT: N/A Budget Resolution Required: yes no

MOTION: **To authorize the Administrator to procure services/goods up to the listed amounts for the various vendors. Purchases will not be made all at once, but per the needs of the various departments, throughout the year. See attached for list of vendors.**

Prepared By: **Teresa Herzog**

Date: **August 24, 2022**

Approvals:



Administrator



Finance



Technical Support



Water Operations



Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **List of Procurements over \$25,000**

FY 2022/2023 Procurement over \$25,000 FOR SEPTEMBER BOARD APPROVAL

| <i>Vendor</i> | <i>Estimated Amt. (\$)</i> | <i>Department</i> | <i>Description</i> | <i>Method of Procurement</i> |
|-----------------------------|----------------------------|-------------------|--|--|
| Central Square Technologies | 91,000 | Admin | Utility Management System | Exemption per Procurement Policy |
| Automated Merchants | 76,800 | Admin | Credit Card Processing Service | Exemption per Procurement Policy |
| Infosend | 101,500 | Admin | Utility Billing Services | Manatee County 18-R069955AEJ |
| Clients First (SAP) | 29,330 | Admin | Accounting System | Exemption per Procurement Policy |
| Mauldin & Jenkins | 31,700 | Admin | Financial Auditing Service | Proposal RFP 2019-113 |
| SouthTech Solutions | 32,400 | All Departments | Office 365, BDR, Powerview Services | Exemption per Procurement Policy |
| Carus Corporation | 128,000 | WRF | Polymer Polypro 4941 | Single Source |
| Synagro | 130,000 | WRF | Transportation & Processing of Biosolids | Charlotte County Biosolids Management Contract |
| Mader Electric Inc. | 80,000 | WRF/Prod | Service/Repair/Procurement of Motors | Lee County Contract B190409JJB |
| Brenntag Mid-South | 214,800 | WRF/Prod | Liquid Chlorine | Bid RFB 2022-131 |
| Stern & Bruns | 66,800 | All except Lab | Vehicle repair/maintenance | Bid RFB 2020-120 |
| KB Pumps | 40,000 | Collections | Exchange of refurbished Busch pumps | Single Source |
| Carmeuse Lime | 180,000 | Production | Quicklime | City of New Smyrna Beach, ITB 25-20 |
| Case Power & Equipment | 91,773.80 | Prod/Coll/Dist | Case 588H Rough Terrain Forklift | Sourcewell # 032119 |
| Alan Jay | 105,550 | Collections | 2024 Ford F-750 (Boom Truck) | Sourcewell # 2023-019521-NAF |

BOARD AGENDA ITEM SUMMARY 6d

MEETING DATE: September 8, 2022

SUBJECT: Warehouse Inventory of Water Meters

CATEGORY: Consent Discussion Action

CONTACT PERSON: **Dewey Futch**

DEPT: **Water Operations Manager**

ITEM: **Purchase of water meters and their related parts for warehouse inventory.**

PURPOSE / JUSTIFICATION: **To seek Board approval for the purchase of water meters and their related parts which exceed the Administrator's \$25,000.00 authority. Due to the 6-month lead time the administrator requests the immediate purchase of the next fiscal year's supply requirements. Ferguson will deliver the meters and meter bodies in scheduled batches throughout FY2023. The parts will be held in inventory until use.**

FISCAL IMPACT:

Increase inventory account 141001-100-101

Budget Resolution Required: No

Expenditure Required: \$378,697.20

MOTION: **To authorize the Administrator to purchase Neptune water meters and their related parts for a total cost of \$378,697.20 for FY2023. Meters will be purchased through single source procurement with Sunstate Meter and Supply, Inc. (sole authorized distributor of Neptune meters in Florida). Funds to come from water revenue.**

Prepared By: **Teresa Herzog**

Date: **August 30, 2022**

Approvals:



Administrator



Finance



Technical Support



Water Operations



Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

Attachment: **Single Source Procurement Letter**



NEPTUNE
TECHNOLOGY GROUP

December 10, 2021

Bee Ling Wheaton
Purchasing Manager
Englewood Water District
201 Selma Ave
Englewood, FL 34223

Dear Bee Ling,

Please note that Ferguson Waterworks is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products, including parts, to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

Terry D. Gullett
Senior Territory Manager
Neptune Technology Group, Inc.



FEL-TAMPA, FL WATERWORKS #044
 8008 E. SLIGH AVE.
 TAMPA, FL 33610-0000

Phone: 813-627-1240
 Fax: 813-627-1299

| |
|--|
| Deliver To: From: Tyler Stargel Comments: |
|--|

19:27:03 AUG 24 2022

FEL-TAMPA, FL WATERWORKS #044
 Price Quotation
 Phone: 813-627-1240
 Fax: 813-627-1299

Bid No: B514627
Bid Date: 08/24/22
Quoted By: TDS

Cust Phone: 941-460-1014
Terms: NET 30 DAYS

Customer: ENGLEWOOD WATER DISTRICT
 201 SELMA AVENUE
 ENGLEWOOD, FL 34223

Ship To: ENGLEWOOD WATER DISTRICT
 201 SELMA AVENUE
 ENGLEWOOD, FL 34223

Cust PO#:

Job Name: 8/24 RFQ

| Item | Description | Quantity | Net Price | UM | Total |
|-------------|---|----------|-----------|----|-----------|
| NDM5B31 | 5/8X3/4 T10 MTR BODY ONLY PLAS BTM | 1300 | 60.000 | EA | 78000.00 |
| NED2B31RWG3 | 5/8X3/4 T10 MTR R900I USG PLAS PIT SG100 | 960 | 228.570 | EA | 219427.20 |

Net Total: \$297427.20
Tax: \$0.00
Freight: \$0.00
Total: \$297427.20

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=44&on=62668>



FEL-TAMPA, FL WATERWORKS #044
 8008 E. SLIGH AVE.
 TAMPA, FL 33610-0000

Phone: 813-627-1240
 Fax: 813-627-1299

| |
|---|
| Deliver To: From: Tyler Stargel Comments: |
|---|

14:38:55 AUG 31 2022

FEL-TAMPA, FL WATERWORKS #044
 Price Quotation
 Phone: 813-627-1240
 Fax: 813-627-1299

Bid No: B514716
Bid Date: 08/25/22
Quoted By: TDS

Cust Phone: 941-460-1014
Terms: NET 30 DAYS

Customer: ENGLEWOOD WATER DISTRICT
 201 SELMA AVENUE
 ENGLEWOOD, FL 34223

Ship To: ENGLEWOOD WATER DISTRICT
 201 SELMA AVENUE
 ENGLEWOOD, FL 34223

Cust PO#:

Job Name: 8/25 RFQ

| Item | Description | Quantity | Net Price | UM | Total |
|-------------------|------------------------------|----------|-----------|----|------------|
| NRW2G13 | REG 5/8 T10 V4 R900I USG PIT | 240 | 180.500 | EA | 43320.00 |
| Net Total: | | | | | \$43320.00 |
| Tax: | | | | | \$0.00 |
| Freight: | | | | | \$0.00 |
| Total: | | | | | \$43320.00 |

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

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 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=44&on=62668>



Job Location:
 Bid Date: 08/26/2022
 Bid Due Date:
 Plan Sheet Date:
 Core & Main Bid #: 2507075

| Seq # | Customer Alias | Qty | Description | UoM | Cost | Ext Cost | Sell | Ext Sell | Margin \$ | GM% | | |
|---------------------|----------------|------|---|-----|---------|-------------|---------|-------------|--------------------|--------------------|-----------------|-----------|
| 10 | EMT01 | 1100 | EC-23-NI-5/8X3/4-EXPANSION-GON NG-LEAD | EA | \$21.76 | \$23,936.00 | \$22.00 | \$24,200.00 | \$264.00 | 1% | | |
| 20 | EVL13C | 1100 | 1X3/4 WATTS LF7R10-U2 BACKFLOW DUAL CHK VALVE MNXFPT W/UNION LOW LEAD COMPLIANT | EA | \$34.12 | \$37,532.00 | \$34.50 | \$37,950.00 | \$418.00 | 1% | | |
| Grand Totals | | | | | | | | | | | | |
| | | | | | | | | | \$61,468.00 | \$62,150.00 | \$682.00 | 1% |

BOARD AGENDA ITEM SUMMARY 6e

MEETING DATE: September 8, 2022

SUBJECT: Warehouse Inventory of Pit Controllers

CATEGORY: Consent Discussion Action

CONTACT PERSON: **Dave Larson**

DEPT: **Wastewater Operations Manager**

ITEM: **Purchase of controllers for warehouse inventory.**

PURPOSE / JUSTIFICATION: **To seek Board approval for the purchase of controllers which exceed the Administrator's \$25,000.00 authority. Due to the 4-6-month lead time the administrator requests the immediate purchase of the next fiscal year's supply requirements.**

FISCAL IMPACT:

Increase inventory account 141001-100-101

Budget Resolution Required: No

Expenditure Required: \$60,450.00

MOTION: **To authorize the Administrator to purchase pit controllers for a total cost of \$60,450.00 for FY2023. Pit Controllers will be purchased through single source procurement with Aqseptence Group Inc. Funds to come from wastewater revenue.**

Prepared By: **Teresa Herzog**

Date: **August 30, 2022**

Approvals:


Administrator


Finance


Technical Support


Water Operations


Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

Attachment: **Single Source Procurement Letter**



November 18, 2021

Englewood Water District
201 Selma Avenue
Englewood, FL 34223

Ref: Sole Source

Attn, Bee Ling Wheaton,

Ms. Wheaton,

Airvac®

**Vacuum Technology
Systems**

Aqseptence Group, Inc.
4217 N Old U.S. 31
Rochester, IN 46975

Phone +1 574 223 3980
Info.airvac@aqseptence.com
www.aqseptence.com

This letter acknowledges that the AIRVAC brand products are of a sole source nature and can only be purchased through Aqseptence Group, Inc. In addition, products manufactured outside of AIRVAC specifically for AIRVAC are of a sole source nature.

The use of Non-Airvac replacement parts have shown to create reliability and dependability problems, as such, it is not recommended. By doing so, all product and other system related warranties will be void.

Any purchase order issued will need to be directed to Aqseptence Group, Inc. (DBA AIRVAC) at our home office at 4217 N Old U.S. 31, Rochester, IN 46975.

Please contact our Customer Service & Spare Part Department when placing your order. Phone 800-247-8229, Press #2

Our standard payment terms and conditions form part of this offer.

As a matter of importance, the AIRVAC brand design uses a unique two-phase, plugless vacuum sewerage transport system and certain of its components are protected by various United States patents. Obviously, the patented system and components may not be used or sold without authorization by Aqseptence Group, Inc. Purchase of an equipment package from Aqseptence Group, Inc. and use according to the AIRVAC brand specifications is an authorized use.

If you have any questions regarding the sole source issue, please feel free to call our office.

Sincerely,
Airvac

A handwritten signature in black ink that reads "Ronald H. White".

Ron White, Project Manager

Greg Namyak
Service Department Manager
Ext. 3744

Becky Murphy
Part sales and Training Instructor
Ext 3904

Becky Smith
Parts sales
Ext 3870

RW

cc: Clint Hawn, Service Department, Julie Kotterman, Dave Elias

Airvac, Inc.
 4217 N. Old US Highway 31
 Rochester, IN 46975
 Tel# 574.223.3980
 Tax ID#:35-2749561



Airvac

Sold-to address

Englewood Water District
 Accounts Payable
 201 Selma Ave.
 Englewood FL 34223

Ship-to address

Englewood Water District
 Accounts Payable
 201 Selma Ave.
 Englewood FL 34223

Repeat printout

| Quotation | |
|---------------------------|--------------------------|
| Number/Date | 20112609 / 08/31/2022 |
| Reference no./Date | |
| Sold-To | 10000335 |
| Validity period | 08/31/2022 to 09/30/2022 |
| Sales person name | Southeast |
| Entered by | Becky Smith |

We deliver according to the following conditions:

Currency USD

Terms of payment: Within 30 days without deduction

Terms of delivery: CIP Englewood FL

US13ENG01P01

Shipping not included in quote will be added when invoiced.

| Item | Material Description | Qty | UoM | Price | Value |
|---|----------------------------------|---------|-----|------------|-----------|
| 000010 | 910001000 HP CONTROLLER BOXED | 150.000 | EA | 403.00 USD | 60,450.00 |
| 000020 | 910001000 HP CONTROLLER BOXED | 25.000 | EA | 358.00 USD | 8,950.00 |
| *Reflects discount as sold with a trade-in controller. | | | | | |
| If the trade-in controllers are not received within 40 days of the invoice date, a balance of \$45.00 per controller will be invoiced against the original PO#. | | | | | |
| *As sold in quantities between 25-49. | | | | | |
| 000030 | 910001000 HP CONTROLLER BOXED | 50.000 | EA | 328.00 USD | 16,400.00 |

*Reflects discount as sold with a trade-in controller.

If the trade-in controllers are not received within 40 days of the invoice date, a balance of \$75.00 per controller will be invoiced against the original PO#.

| Item | Material Description | Qty | UoM | Price | Value |
|---------------------------------------|----------------------|-------|-----|-----------|-----------|
| *As sold in quantities of 50 or more. | | | | | |
| Items total | | | | | 85,800.00 |
| Tax Jur Code Level 1 | | 0.000 | | 85,800.00 | 0.00 |
| Final amount | | | | | 85,800.00 |

Airvac, Inc., on behalf of its designated affiliates and subsidiaries (such term shall include any subsidiary, division or affiliate of Airvac, Inc. as designated [hereinafter Airvac]) will furnish requested equipment, materials or service (hereinafter Goods) to buyer. Such provision shall be governed by Airvac's terms and conditions published at : www.airvac.com/en/terms-and-conditions and/or that are forwarded with the order request [hereinafter Terms]. These Terms shall control and govern all transactions between Buyer and Airvac, whether under subsequent verbal and/or written requests, unless subject to an express, duly executed agreement which is not a pre-printed form) for the particular subject matter effective either upon buyer signing the Terms or order confirmation or quote, or upon Airvac shipping the Goods or otherwise commencing performance, whichever occurs first. The Terms, together with the specifications, drawings and other requirements specified, constitutes the entire agreement between the parties, and all prior negotiations or proposals related thereto are superseded and of no effect. Any written confirmation by buyer containing additional or different terms from the Terms shall be of no effect, unless Airvac expressly agrees, in writing, to such additional or different terms.

BOARD AGENDA ITEM SUMMARY

6f

MEETING DATE: **September 8, 2022**

SUBJECT: **WTP Vertical Turbine Pump Repair**

CATEGORY: ___ Consent ___ Discussion X Action

CONTACT PERSON: **Dewey Futch**

DEPT: **Production**

ITEM: **Water Treatment Plant Vertical Turbine Pump Repair**

PURPOSE / JUSTIFICATION: This item is for a FY2023 repair of a Water Treatment Plant Turbine Pump. Hudson Pump & Equipment is the Municipal Representative and Repair/System for Xylem Inc./Goulds Water Technology Brand as manufactured by Xylem Texas Turbine Operations, the manufacturer of the turbine pump that is in need of repair. Delivery is expected in 16-18 weeks and cost exceeds the Administrator's \$25,000 authority.

FISCAL IMPACT: 500467-530-101

Budget Resolution Required: ___ yes X no

| | | |
|---------------------------|----|--------------------|
| Amount Budgeted: | \$ | 833,600.00 |
| Year to Date Expenditure: | \$ | -0- |
| Open Purchase Orders | \$ | -0- |
| Expenditure Required: | \$ | <u>(63,000.00)</u> |
| Remaining in Budget: | \$ | <u>770,600.00</u> |

MOTION: To accept the Hudson Pump & Equipment Quote Number T10161 dated August 1, 2022 in the amount of \$63,000.00 for the repair of a WTP vertical turbine pump. Funds to come from water revenues.

Prepared By: **Teresa Herzog**

Date: **August 31, 2022**

Approvals



Administrator



Finance



Technical Support



Water Operations



Wastewater Operations

ACTION TAKEN BY BOARD: ___ Denied ___ Approved / Resolution No: _____

ATTACHMENTS: **2022 Municipal Market Representation – State of Florida Letter
Hudson Pump & Equipment Sales Quote Number T10161**

December 1, 2021

Subject: 2022 Municipal Market Representation - State of Florida

To Whom It May Concern,

This letter serves as official notice that Hudson Pump & Equipment, A Division of Tencarva Machinery Company, located at 3524 Craftsman Boulevard in Lakeland, FL, is the Municipal Representative and Repair/Service Facility for Xylem Inc. / Goulds Water Technology Brand, as manufactured by Xylem Texas Turbine Operations (TTO) in Lubbock, TX.

Hudson Pump & Equipment also represents Xylem Inc. / G&L Pumps A-C Series Brand, as manufactured by Xylem Inc. in Morton Grove, IL. This representation is on an exclusive basis for the Municipal Utility Market in the state of Florida.

Sincerely,



Matthew Davis
Market Development Manager
Xylem Inc. - Applied Water Systems



Sales Quotation

| | | |
|--------------------------|-----------------------------|--|
| Quotation Number: T10161 | Quotation Date: 08/01/2022 | Sales Engineer: SCOTT CHISHOLM |
| Revision No: 1 | Date Printed: 08/01/2022 | Phone: (C) 863 205-1788 (O) 863-665-7867 |
| Customer Number: 107542 | Expiration Date: 08/31/2022 | Email: schisholm@tencarva.com |
| Customer RFQ | Order Contact: ROGER BURNA | Branch: FL LAKELAND |

Document Address:
ENGLEWOOD WATER DISTRICT
 201 SELMA AVENUE
 ENGLEWOOD FL 34223

Delivery Address:
ENGLEWOOD WATER DISTRICT
 201 SELMA AVENUE
 ENGLEWOOD FL 34223

| | |
|---|---|
| Payment Terms: Net 30 | Customer Contact: Dewey Futch |
| Terms of Delivery: FOB SHIPPING POINT PREPAID & ALLOW | Customer Phone: |
| Ship Via: BEST WAY FREIGHT ALLOWED | Customer Email: dfutch@englewoodwater.com |

Quote valid 30 days

| Pos | Part No / Description | QTY | Unit | Sell Price | Ext. Sell Price |
|-----|--|-----|------|------------|-----------------|
| 1 | V-TURBINE PUMP . VERTICAL TURBINE REPAIR, GOULDS MODEL 9CLC-9 STAGE, SERIAL NUMBER 307330-2, TO INCLUDE PUMP REMOVAL AND PREP (DAY 1, 1 TECH AND 1 HELPER), DRILL AND RE-GROUT CAN (DAY 2, 1 TECH AND 1 HELPER), REMOVE FRAMING (DAY 3, 2 TECHS AND 1 HELPER), PUMP INSTALLATION (DAY 4, 1 TECH AND 1 HELPER), NEW MECHANICAL SEAL, SLEEVE, SLEEVE COLLAR, PUMP SHAFT, BEARINGS, MOTOR STAND, BALANCE IMPELLERS, CLEAN/PREP/INSPECT, LABOR AND TRAVEL TIME, STAINLESS STEEL HARDWARE & SHOP SUPPLIES, AND FREIGHT TO AND FROM. PRICE QUOTED IS BUDGETARY. Delivery: 16-18 weeks | 1 | EA | 63,000.00 | 63,000.00 |

Total: 63,000.00

LAKELAND ADDRESS:
 HUDSON PUMP
 3524 CRAFTSMAN BLVD
 LAKELAND, FL 33803
 PHONE (863)685-7867
 FAX (863)666-5848
 CREDIT@TENCARVA.COM
 WWW.HUDSONPUMP.COM

REMIT TO BY MAIL/ONLINE:
 TENCARVA MACHINERY
 PO BOX 409897
 ATLANTA, GA 30384
 WWW.TENCARVA.COM

REMIT BY ACH:
 RECEIVING BANK: BANK OF AMERICA, N.A.
 ABA/ROUTING #: 053000198
 ACCOUNT #: 0021-208-186
 EMAIL FOR REMITTANCE: PAYMENTS@TENCARVA.COM



Sales Quotation

| | | |
|--------------------------|-----------------------------|--|
| Quotation Number: T10161 | Quotation Date: 08/01/2022 | Sales Engineer: SCOTT CHISHOLM |
| Revision No: 1 | Date Printed: 08/01/2022 | Phone: (C) 863 205-1788 (O) 863-665-7867 |
| Customer Number: 107542 | Expiration Date: 08/31/2022 | Email: schisholm@tencarva.com |
| Customer RFQ | Order Contact: ROGER BURNA | Branch: FL LAKELAND |

Terms and Conditions

Tencarva Machinery Company dba as Hudson Pump & Equipment ("Tencarva") agrees to contract with Buyer for the sale of the equipment described herein (the "Products") and services to be performed by Tencarva in connection the Products (the "Services") only if Buyer's acceptance of Tencarva's offer to sell contains all of the terms set forth herein. Tencarva hereby objects to any additional terms. Any confirmatory action by the Buyer or acceptance of the Products or Services shall constitute assent to these terms and any additional terms set forth therein shall not be effective or binding.

1. The Services are warranted to be performed in a workmanlike manner. The determination of compliance with this warranty will be based on testing under controlled conditions with calibrated instruments in accordance with the standards of the Hydraulic Institute or other nationally recognized accreditation standards. If any nonconformity with this warranty appears within 45 days after the Services are performed, the exclusive obligation of Tencarva shall be to re-perform the nonconforming Services in a conforming manner. Such a correction of nonconformities shall be Buyer's exclusive remedy with respect to the Services delivered or performed by Tencarva. Tencarva's liability on any claim shall in no case exceed the purchase price allocable to the Services which gives rise to the claim.

2. To the extent assignable, Tencarva shall assign to Buyer, without recourse to Tencarva, all warranties of the manufacturer of the Products made with respect to the Products. Tencarva makes NO IMPLIED WARRANTIES OF ANY TYPE, WHETHER OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE with respect to the Products or Services, and no warranties or guaranties, express or implied, are made by Tencarva except as specifically provided herein.

3. IN NO EVENT SHALL TENCARVA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND ATTORNEY'S FEES, WITH RESPECT TO THE PRODUCTS OR SERVICES OR OTHERWISE. Tencarva shall have no liability with respect to any installation adjustments, repairs or other work done upon or in connection with the Products by Buyer or others. Any cause of action against Tencarva arising out of or relating to the Products or the Services shall expire unless brought within one year of time of accrual thereof.

4. Once placed, orders for the Products or Services by Buyer may be canceled only with Tencarva's approval upon payment by Buyer for work performed and/or expenses incurred by Tencarva to the date of cancellation. Buyer shall pay Tencarva for interest on any amount not paid when due at a rate of one and one half percent (1 1/2%) per month, or the maximum rate permitted by law, whichever is less, together with all costs of collection. All prices for Products and Services are exclusive of all taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Buyer.

5. To the extent that Products or any portion thereof are supplied according to Buyer's design or instructions, are modified by Buyer, are combined by Buyer with equipment or things not furnished hereunder, or are used by Buyer to perform a process or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Tencarva, Buyer shall defend, indemnify, release and hold harmless Tencarva, its directors, officers, employees, agents, representatives, successors and assigns against any and all liability, suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, penalties, damages, costs and expenses arising therefrom and in connection therewith, including, without limitation, patent infringement claims.

6. Buyer shall supply to Tencarva, in a timely fashion, all required technical information, including drawing approval and all required documentation. Tencarva shall not be liable for loss, damage, delay, and/or late delivery due to causes beyond its reasonable control, including, without limitation, late delivery by the manufacturer of the Products, fire, strike or concerted action of workmen, act or omission of any governmental authority, or delays in transportation. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

BOARD AGENDA ITEM SUMMARY

6g

MEETING DATE: September 8, 2022

SUBJECT: Re-Authorization of Sole Source Procurement/Aqua-Aerobic Systems Disk Filter Control Panel Upgrades

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Dave Larson**

DEPT: **Water Reclamation Facility**

ITEM: **Re-authorization to use Aqua-Aerobic Systems, Inc. for the WRF Disk Filter Control Panel Upgrades as a single source procurement.**

PURPOSE / JUSTIFICATION: **This item was approved at the April 7, 2022 board meeting. Because materials to be procured by Aqua-Aerobic Systems, Inc. were delayed until October or November this project will now take place during the FY2023 Budget. The purchase order (PO) originally opened after approval of the project was closed since the FY22 operating funds are annual and will expire September 30, 2022. The funds were returned to the WRF System Repair and Maintenance budget line item and used for other projects. The quote price of \$41,055.00 has not changed.**

FISCAL IMPACT:

Budget Resolution Required: yes no

Funds in Account: 500467-540-101 System Repair & Maintenance


| | | |
|------------------------------|----|--------------------|
| Amount Budgeted: | \$ | 272,700.00 |
| Year to Date Expenditures: | \$ | -0- |
| Total Expenditures Required: | \$ | <u>(41,055.00)</u> |
| Remaining in Budget: | \$ | <u>231,645.00</u> |


MOTION: **To re-authorize the sole source procurement from Aqua-Aerobic Systems, Inc., for upgrades of the PLC Operator Interface for filters #2 and #3 at the WRF at a cost of \$41,055.00. Funds to come from System Repair & Maintenance account number 500467-540-101.**

Prepared By: **Teresa Herzog**

Date: **August 30, 2022**

Approvals:


Administrator


Finance


Technical Support


Water Operations


Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **Aqua-Aerobic Systems, Inc., Quote and Supplier Sole Source Letter**



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

Proposal#: 167283

TO: Englewood WWTP
140 Telman Rd.
Placida
FL 33947
USA

PROJECT: ENGLEWOOD WWTP EXPANSION

ATN: Chris Borovsky

PROPOSAL DATE: March 4, 2022

The following Notes apply to Aqua-Aerobic Systems' proposal:

- We are pleased to quote, for acceptance within 60 days of this date, prices and terms on goods listed below.
- Equipment will be furnished by Aqua-Aerobic Systems, Inc. with unloading of goods by the Buyer.
- The equipment in this proposal shall be installed by Aqua-Aerobic Systems Field Service personnel.
- This proposal is for the upgrade of the PLC and Operator Interface for filters #2 & 3 at Englewood Water District.

Cloth Media Filters

AquaDisk Controls w/o Starters

2 Sets of parts for upgrading controls for (2) filters:

- MicroLogix 1400 PLC(s).
- MicroLogix 1400 Memory Module
- Resistor(s)
- Power Supply 4.2 AMP
- PanelView Plus 7 7" color touch screen display(s).
- HMI Sun Cover

AquaDisk Installation/Freight Domestic

1 Installation Services and Freight Package will be provided as follows:

- Installation of the parts listed in this proposal
- Freight to jobsite

The Following Notes apply to Aqua-Aerobic Systems' Proposal:

- We expect record set drawings to be completed and in transit to you approximately 4-8* weeks after receipt of order with acceptable terms and conditions and guarantee of payment. We expect shipment of equipment (transit time excluded) will be approximately 24-28* weeks from transmittal of record set drawings and release for manufacture. Any changes to the record set drawings may result in price adder(s). *Schedules may be adjusted at time of order placement, depending upon existing order backlog. Weeks quoted are actual working weeks.

- Schedule changes due to supply chain disruption may impact the above quoted times. Aqua-Aerobic Systems will advise if/when any such disruption applies.

- F.O.B. ORIGIN; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

- TAXES: State and/or local taxes are not included in the price but will be charged unless we receive a valid sales exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment.

PROPOSAL DATE: March 4, 2022

Proposal#: 167283



**AQUA-AEROBIC
SYSTEMS, INC.**
A BENTON & BOWLES COMPANY

- **PAYMENT TERMS:** Subject to credit approval and guarantee of payment, payment Net 30 days from date of each shipment; no retainage allowed.

-The filters will need to be operated manually by the customer during the controls upgrade. We would estimate that the manual operation would take one 8-hour day per control panel.

- Note: If your Aqua-Disk filters are connected to a plant wide control system and you perform a controls upgrade, then modifications to your plant wide control system may be required to account for new PLC memory addresses in the Aqua-Disk filter controls, and plant wiring changes may be required as well.

-The Aqua-Aerobic Systems Field Service technician will dispose of the existing controls equipment.

- Any controls components not referenced in this proposal shall be reused.

-Service to be scheduled during normal business hours.

GOODS QUOTED ABOVE WILL BE SOLD SUBJECT ONLY TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO.

Total Price: \$41,055



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Offer Respectfully Submitted,

Company: _____

Denise Uchacz

By: _____

Date: _____

Denise Uchacz, Aftermarket Sales Representative
Aqua-Aerobic Systems, Inc.



AQUA-AEROBIC SYSTEMS, INC.
A Memminger Company

March 29, 2022

Correspondence ID#: AAL/RP -10459

Englewood Water District

201 Selma Ave.

Englewood, Florida 34223 USA

Ph# 941/460-1014

Fax# 941/460-1025

RE: Sole Source Letter AASI ID# 106327B

Attn: Bee Ling Wheaton

Dear Bee Ling,

The Aqua-Aerobic Systems, Inc. (AASI) AquaDisk® Cloth Media Filter is of Aqua-Aerobic proprietary design, fabricated to AASI specifications. Aqua-Aerobic is the exclusive original equipment manufacturer of the AquaDisk® Cloth Media Filter(s) at the Englewood WWTP located in Placida, FL. As such, all equipment and components are manufactured to AASI specifications, the exclusive vendor supplier for this equipment; this includes all types of replacement cloths.

If you have any questions or require additional information, please do not hesitate to call Denise Uchacz at 815-639-4514 or contact via email at DUchacz@aqua-aerobic.com

Sincerely,

Leann Torrasi

Administrative Assistant - AMS

CC: File

BOARD AGENDA ITEM SUMMARY

6h

MEETING DATE: September 8, 2022

SUBJECT: Renewal of District Counsel's Retainer Agreement

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPT: **Administration**

ITEM: **Renewal of District Counsel's Retainer Agreement**

PURPOSE / JUSTIFICATION: **The current agreement was signed in January 2017, with a 5-year term. Attorney Berntsson and the firm have proven to be knowledgeable.**

MOTION: **To authorize the Chair to sign and the secretary to the Board to attest the Retainer Agreement between Englewood Water District and Wideikis, Benedict & Berntsson, LLC dated September 1, 2022 and effective until December 31, 2027. The term of this Agreement shall automatically be extended on a calendar year to calendar year basis after the initial term.**

Prepared By: **Teresa Herzog**

Date: **August 11, 2022**

Approvals:



Administrator



Finance



Technical Support



Water Operations



Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **Retainer Agreement.**

RETAINER AGREEMENT

THIS AGREEMENT made this 8th day of September, 2022 by and between the ENGLEWOOD WATER DISTRICT, a body corporate and politic, hereinafter called the "District" and WIDEIKIS, BENEDICT & BERNTSSON, L.L.C., hereinafter called the "Attorneys";

W I T N E S S E T H:

In consideration of the premises and mutual covenants herein contained, the parties agree as follows:

1. The District retains and employs the Attorneys to represent, counsel and advise the District (which includes its Board of Supervisors, who shall hereinafter be referred to as the "Board") on all legal matters coming before it, at the following rates:

Hourly rate for Attorneys is \$300.00 for the remainder of the 2022 calendar year, and thereafter for the term of this AGREEMENT. However, any attorney admitted to the Florida Bar for less than 2 years shall bill at an hourly rate of \$215.00 per hour.

Bond Closings/Opinion Letters shall be billed at the rate of \$.50 (fifty cents) per thousand dollars of bonds or notes issued, as the case may be.

- A. Itemized statements are due within 10 days of the end of each month, and the Attorney accepts such employment and agrees that such compensation shall be payment in full for General and Litigation Services as hereinafter set forth, rendered by the Attorneys under the terms and conditions of this contract.
 - B. The Attorneys shall provide representation at all regular, special, and emergency meetings, and public hearings of the District.
 - C. The Attorneys shall provide representation at Committee and Staff meetings, as requested by the Administrator.
 - D. The Attorneys shall be responsible to, and receive direction from the Board and/or the Administrator in performance of duties.
 - E. It is agreed that, ROBERT H. BERNTSSON, Esquire, shall be the attorney primarily responsible for attending all scheduled District meetings and providing such other legal service as the District may require. Any change in the primary responsible Attorney will require the approval of both parties.
2. Reasonable costs and expenses incurred by the Attorneys in the direct scope and course of this Agreement shall be payable by the District only after presentation and acceptance by the

Board.

3. When necessary, and only after consultation with the Administrator and approval by the Board, the Attorney is authorized to engage the services of Special Counsel. Fees for such services shall be submitted to the District through the Attorney.
 - A. The Attorneys, or retained Special Counsel, shall institute no law action in the name of the District, nor compromise or settle any action wherein the District is a party, without the express approval of the Board.
 - B. The Attorneys will promptly notify the Board and/or Administrator of all suits that are brought against the District, and those impending suits of which the Attorney may become aware, and report in full all proceedings subsequently connected therewith.
 - C. The District agrees to cooperate with all reasonable requests of the Attorney in the defense or prosecution of any action brought by the Attorney.
 - D. Upon a determination by the Attorneys of a potential conflict of interest, Attorneys shall promptly advise the District and the Administrator in writing and shall provide copies of the documents in connection with such conflict matter to the District and the Administrator. The District shall designate special counsel and approve one or more attorneys to which Attorneys may, upon their determination that there is a potential conflict of interest, refer routine matters. For the purposes of this Agreement, routine matters shall be those which the Attorneys reasonably estimate will result in attorney's fees of \$500.00 or less. In such instances where the attorney's fees are estimated to be greater than \$500.00, the District attorneys shall seek District approval for such referral.
4. The Attorneys shall maintain in effect Lawyers Professional Liability Insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) and further shall provide the District with a Certificate of Insurance to that effect, upon request.
5. The initial term of this Agreement shall be from the effective date through December 31, 2027. The term of this Agreement shall automatically be extended on a calendar year to calendar year basis after the initial term. Either party may cancel this Agreement upon giving the other party sixty (60) days notice of its intention to so cancel. In the event of such a cancellation, compensation shall be paid to the Attorney only to the time of termination. The parties agree, however, that after any cancellation, the Attorney will complete all pending litigation as expeditiously as possible and shall be paid for such work under the terms of this agreement.
6. This contract shall be effective as of the 8th day of September, 2022, the "Effective Date".

IN WITNESS WHEREOF, the parties have set their hands and seal this 8th day of September, 2022.

ENGLEWOOD WATER DISTRICT

By: _____
Sydney B. Crampton, Chairman

Attest:

Teresa Herzog, Secretary to Board
Board of Supervisors

WIDEIKIS, BENEDICT & BERNTSSON
L.L.C.

By: _____
Robert H. Berntsson
For the Firm

LANI GAVER

██████████ Englewood, FL 34224 | ██████████ | ██████████

August 25, 2022

Englewood Water District Board of Supervisors

RE: Board Vacancy

Dear Englewood Water District Board Members,

I would like to be considered for the vacant seat in District One, caused by the sudden and sad loss of Steve Samuels.

I feel that my 37 years as a resident in the Englewood Water District service area, together with my 20+ years as an EWD employee, qualify me to be able to make well informed decisions as a board member.

I have worked with 5 different Administrators each with their own management styles, and I have seen many changes through the years. I was with EWD for the extensive vacuum sewer expansion and the building of Englewood's impressive Water Reclamation Facility. I was involved with the change over to drive-by metering as it related to the billing process. I have an excellent understanding of the Enabling Act and the Englewood Water District Rules and Regulations, and a lot of experience implementing them in my work at EWD.

I am proud that even though Englewood is a small community, EWD has always been on the cutting edge of technology in both water production, wastewater processing and reclaimed water production, while keeping rates very reasonable. Englewood Water also provides an excellent work environment for it's employees. I would like to be part of helping this all to continue into the future.

I've attached my resume with additional details of my work experience and qualifications. If you have any questions, please feel free to contact me.

Thank you for your time and attention,

Lani Gaver



LANI GAVER

██████████ | ██████████ | Englewood, FL 34224

Summary

I was born and raised in Miami, FL. I moved to the west coast of Florida in 1985 in order to raise a family in a small town atmosphere. We settled in the area of North Englewood and I have lived in the Englewood Water District service area ever since. In 1999 I was hired at Englewood Water District. I am appreciative to this day for the opportunity I was given. I love our town and I am proud of Englewood Water District. I would be honored if you would consider me for the District Seat #1 vacancy.

Skills

- Excellent Communication Skills
- Creative Problem Solving
- Multitasking and Prioritization
- Issue and Complaint Resolution
- Upbeat and Positive Personality

Experience

- Englewood Water District | Englewood, FL
Billing Clerk, Customer Service
08/1999 - 06/2020
- While In Customer Service I helped our customers with many tasks including starting service, ending service, questions on their bills, and concerns with water usage.
 - I was moved to the billing department in 2009 as a "new set of eyes" after some errors were discovered. I, along with another Billing Clerk, reviewed all bills and usages prior to bills being sent. When necessary we sent meter readers back to recheck reads and investigate high usage. We also had a system for checking for stuck meters to avoid revenue loss.
 - In 2016 I was made Team Leader, and then Manager over Customer Service and Billing. I spent my last 4 years at EWD building a team for the future and working to improve procedures. I worked with a group of staff to update our Customer Rules and Regulations and I participated in annual audits. I also contributed to the last rate study by building the required reports the Consulting Firm requested.

Education and Training

Miami Palmetto Senior High School | Miami, FL
1978

Westminster Christian School | Miami, FL

Thomas Sheridan O'Keefe

Englewood, FL 34224

SUMMARY OF EXPERTISE

Public Relations * Strategic Planning * Marketing * Lobbying * Regulatory / Legislative
Complex Analytical Skills * Public Speaking * Writing * Playwright

STRENGTHS

- Entrepreneur with an intellectual curiosity, ability to analyze complex problems, and an innate ability to connect disparate facts long before it becomes obvious to others.
- Ability to recognize “hot issues” and get free media coverage.
- Track record of consistently correcting misinformation in the media in a tenacious and resolute manner.
- Expertise in strategic planning and alliance building.
- Known by Financial Services media personnel for my acumen in public relations and information dissemination.
- Strong ability to influence thinking, forge strategic alliances, and build consensus.

CAREER HIGHLIGHTS

- Founder/CEO of 3 non-profits. National Association of Investment Professionals (NAIP) was the only successful national trade organization advocating for the employment rights of people working in the financial services industry. Financial Services Policy Institute (FSPI) was a “Think Tank” that researched the policies of large financial institutions and utility companies. Renew MN was a non-profit promoting alternative energy services.
- Strategized and wrote the business and marketing plans, as well as corporate governance policies.
- Developed innovative and strategic marketing plans that resulted in increasing membership from 0 to 3,000 members nationwide and a better image for advisors working in the Financial Services industry.
- Initiated FTC Petition to stop illegal ads and received free coverage on CNN and Associated Press.

COMMUNICATIONS:

- Developed and directed strategy for lobbying in Washington. Formally commented on and lobbied Congress and the SEC on many matters affecting people working in Financial Services.
- Lobbied for and got employment dispute regulations written into the Sarbanes-Oxley Act in 2002.
- Successfully fought the approval of the proposed FINRA Rule that would have made it nearly impossible for an Investment Advisor to sue a former employer for defamation on their Brokerage License. I did this by spearheading the first successful letter-writing campaign to the SEC. Because of my efforts, the proposed FINRA Rule was blocked, and the Financial Services Industry agreed to follow a protocol that significantly lessened unsubstantiated defamation cases in the industry.

- Submitted countless formal Comment Letters to both the SEC and FINRA on every major proposed regulation that affected individual investment professionals. No other organization in the history of the Financial Services industry has done this.
- I was the only person presenting the employees' position to a "blue ribbon" panel that FINRA created to decide the issue of whether Title VII (race, age, sex) employment claims should be heard in SRO arbitration or in civil court. I bravely stood up and confronted the legal counsel of many Wall Street firms, whom I believed were exaggerating the impact these cases would have had outside the FINRA system. My testimony included statistics and facts that I compiled to prove that these cases should be heard in civil court. Several months later, the SEC ordered that new Title VII claims should be heard in a civil court.

PUBLIC RELATIONS:

- I was asked by Ralph Nader (who was aware of my work as a Wall Street Reform Agent) to speak about Wall Street corruption at the Oct 4, 2002, Rally Against Corporate Crime. I spoke to a crowd of 2,000 people in front of the New York Stock Exchange.
- Lobbied in Washington on regulatory issues.
- Gave public testimony to a variety of state and national government agencies on regulation in financial services and energy trading.
- TV and radio interviews (CNBC, CNN, etc.).
- National speaking tour, speaking to Investment Advisors about regulation and how to protect and grow their businesses.
- Featured on the front cover of *On Wall Street* magazine in 1996. As a result of the front-page coverage and interview, I wrote a monthly column for their competitor and the premier Trade Publication in the industry, *Registered Rep Magazine* (circulation: 120,000, now called *Wealth Advisors*), for five years (60 columns).
- I reached out to many journalists and created relationships with proven results. Television interviews on CNN and CNBC (video tapes may be provided). I was often quoted on CBS Marketwatch, The Wall Street Journal, Washington Post, and numerous national print media.
- Ability to connect disparate facts and originate new theories long before others do.
For example: I connected Enron's manipulation of natural gas prices, the rising local gas prices during a moderate winter (2002), and other facts, and I concluded that NRG (a subsidiary of Xcel Energy) was also manipulating natural gas prices. I sent a detailed report of my theory to the Attorney General of MN, suggesting that he forward the information to the Commodities Futures Trading Commission (CFTC). Eventually the CFTC determined that NRG had been manipulating the Midwest gas markets and fined them \$15,000,000. I also testified to the MN Public Utility Commission (MPUC) and to the MN Legislature on this matter.
- Doggedly and consistently corrected misinformation about the competencies and behaviors of Investment Advisors working in the industry, contrary to what large brokerage firms were trying to convey to the public.
For example: After receiving a barrage of complaints on how the on-line trading company ads were disparaging Investment Advisors and degrading the relationships they had with their clients, I devised and implemented a strategy that would both stop the negative ads and promote a positive image for Investment Advisors and for NAIP. I retained a large Washington, D.C., law firm to file a petition with the **Federal Trade Commission** to stop the egregious advertisements, and then told our "man bit the dog" story to my media contacts. My strategy resulted in Regulators stopping the online ads while

Thomas Sheridan O'Keefe

Page 3 of 3

giving NAIP approximately a million dollars' worth of free positive publicity with *CNN*, the *Associated Press*, and *The Washington Post*.

- Developed and held public education seminars. Worked with Technicians and Engineers on how to best convey the benefits of alternative energy (solar, wind and geothermal).

AWARDS

- Received the *Award of Excellence* in the *Legal/Legislative Category* by the *Midwest Society of Association Executives* for my work in stopping the disparaging on-line trading ads and receiving about \$1 million in free publicity when the AP picked up the story and CNN Headline News broadcasted it several times.

PROFESSIONAL HISTORY

| | |
|--|-------------|
| Business Owner , Focus Financial, Inc. and Whole Health | 1996 – 2020 |
| Founder and CEO , Renew MN | 2005 – 2010 |
| Founder and CEO , Financial Services Policy Institute (FSPI) | 2001 – 2005 |
| Founder and CEO , National Association of Investment Professionals (NAIP) | 1997 – 2010 |
| Investment Advisor, Vice President , Smith Barney, Piper Jaffray, UBS, Principle Financial, Raymond James | 1986 – 2002 |
| United States Air Force. Served 4 years as a Communications Specialist, mostly in Europe. Honorably discharged. | |

EDUCATION

Bachelor of Science in Business and Marketing, University of Minnesota

COMMUNITY LEADERSHIP and SPECIAL INTERESTS

Community Theatre and Chorale Groups: Former member of the world-renowned choral organization VocalEssence, Minnesota Valley Men's Chorale, and Dakota Valley Symphony & Chorus. I've been in numerous plays at well-respected local theaters and have performed as a soloist on stage. In 2014 I wrote, produced, directed and promoted my musical "The Ohman Stone" (bit.ly/OhmanStoneTrailer).

Hobbies: Acting, writing, singing. I'm also a great student of history, and love to travel, hike, play pickleball, fish, and kayak.

Fundraising: Singlehandedly increased fundraising for the 2011 *Dakota Valley Symphony Annual Fundraiser* by 300%. Board Member of *Big Brothers Big Sister of Minneapolis*. Was instrumental in raising more funds for the organization in 1990 than any other Board Member.

Volunteer: Recently appointed by the Charlotte County Commissioners to the Grove Street & Drainage MSBU Advisory Board.

REFERENCES

Provided on request. I can also provide awards, written testimonies, press releases, columns I wrote, etc.

STATUS REPORT
For Board Meeting September 8, 2022

New Task Orders Assigned:

1. **FY2023 Environmental Task Order** – Request for letters of interest were sent on August 31, 2022, to the consultants that were selected for the environmental services discipline for the Professional Services Continuing Contract. The request for services were for three individual task order: WUP compliance assistance, deep injection well assistance and ASR well assistance. Letters of interest are due by September 9, 2022. The responses will be reviewed and scored. Once the consultant is selected, staff will negotiate the scope of work for the individual tasks.

CIP/In-house Projects:

1. **LS #114 Improvements – Brook to Bay** – The FDEP permit has been issued. We are still waiting for the lift station components from Flygt. As soon as we receive it, DeJonge Excavating will begin the installation of the lift station and associated collection piping. The new discharge FM was installed by Sylvester Excavating and has successfully pressure tested.
2. **LS 121 Rehab** – The piping for the bypass pump has been completed and Xylem was on site on August 24, 2022, to perform a start-up on the pump. Collections staff has been running the bypass pump during the day to become more familiar with how the system will react in preparation for the rehab project. Staff is getting quotes for the remainder of the rehab work and will be bringing those to the Board for approval as needed.
3. **South WRF Drying Bed** – Kimley Horn is finalizing the plans and bid specifications for the project. Staff anticipates putting the project out to bid within the next two months.
4. **South WRF – New Headworks** – FDEP has requested additional information for the WRF Minor Revision Permit application that was submitted. Kimley Horn is preparing a response, as well as, finalizing the plans and bid specifications for the project. They will be coordinating with purchasing to complete the bid package. Staff anticipates putting the project out to bid within the next two months.
5. **V-1 Station Rehab** – A PO has been placed with Airvac for the new vacuum station equipment. Staff is still working with GWE/Airvac on the design for the temporary system and plans to bring it to the October board meeting for approval.
6. **Vacuum Monitoring System (V-1)** – Legends and Airvac have now teamed up. Airvac has sent us 160 new valves that will be paired with Legends' new style controllers. Once installed, we will continue to monitor how well the system is working.
7. *** EBCO FM Replacement** – Staff still needs to grout the existing pipe and abandon it in place before the project is complete.
8. *** Elevated Tank Rehab** – Staff is working to finalize the bid package and plans to put this project out to bid.
9. *** North WRF Phase 1** – Staff met with Wellen Park and Kimley Horn on April 27, 2022, to further discuss the site for the North WRF. Wellen Park has agreed to begin drafting the agreement for the purchase of the land required for the new plant. They hope to have a draft agreement to us for review towards the end of May.
10. *** South WRF Generator Replacement** – Staff has reviewed and signed off on the generator submittal. Delivery should be approximately 26-30 weeks. The estimated delivery date is September 2022.
11. *** V-4 Generator Replacement** – A PO has been issued to Mid Florida Diesel on February 10, 2022, for the purchase of a new 200kW Blue Star Generator. The estimated delivery date is September 2022.

STATUS REPORT

Developments/Projects:

1. **Beachwalk by Manasota Key Phase 1** – The water main in Phase 1C was tied in on August 12, 2022 and is now officially EWD's. Phases 1A, 1B, 1C and 1E are completed. Testing on Phase 1D has begun with certification to follow soon.
2. **Beachwalk by Manasota Key Phase 2** – Phase 2A is under construction. The Developer has executed a reuse agreement for up to 500,000 gpd with an anticipated commencement date in January 2023. The offsite FM plans are being finalized but an upsizing agreement will need to be completed once the full scope of work is known.
3. **Boca Royale Unit 18** – Morris Engineering submitted plans for Unit 18. Staff has reviewed and returned comments on August 30, 2022.
4. **Boca Royale Unit 19** – Morris Engineering submitted plans for Unit 19 on July 27, 2022. Unit 19 consists of three single-family homes adjacent to the north entrance off Englewood Rd. Staff is currently reviewing.
5. **Coco Bay (FKA Island Lake Estates)** – The contractor, C&M Road Builders, has mobilized to the site to begin construction. The construction water meter assembly was installed on August 31, 2022.
6. **Guardian Storage** – The Developer's Agreement has been executed. The approved plans and FDEP water permit application has been returned to DMK.
7. **Lake Emily** – The Developer's Agreement has been sent for execution. Once completed, EWD will approve the plans and sign off on the FDEP applications.
8. **River Road Storage** – The Developer's Agreement has been executed. FDEP permit applications were signed and returned to Campo Engineering. The FDEP water permit has been received but we are still awaiting the FDEP sewer permit. A pre-construction meeting was held on Friday, September 2, 2022, with the engineer, contractor and EWD all in attendance.
9. **Sandy Lane Townhomes** – DMK has submitted plans for a project that consists of 52 townhomes and amenity center located between Sandy Ln. and Sydney St., just north of Michigan Ave. in Grove City. The project would require a new water main to be installed between Oyster Creek Dr. and Michigan Ave., as well as upsizing some of the existing water and vacuum sewer mains. Staff is reviewing the plans and will return comments shortly.
10. * **Beachwalk by Manasota Key Phase 1 Amenity Center** – Construction has begun on the Amenity Center and the required utility connections.
11. * **Beachwalk by Manasota Key Phase 3** – Kimley-Horn submitted plans for Phase 3 of the Beachwalk project. Staff is reviewing the plans.
12. * **Boca Royale 17** – Construction of the utilities is nearing completion. The required taps on the water and sewer mains were performed on November 18, 2021.
13. * **Charlotte County – N. Beach Rd Sidewalk & Lighting** – Charlotte County is starting the process of hiring a consultant to begin the design of the sidewalk & lighting on N. Beach Rd starting at the north end of the beach parking lot to the Sarasota County Line. Construction is not anticipated until FY23.
14. * **Englewood Multifamily** – A Neighborhood Workshop Meeting was held on May 26, 2022. Attempting to rezone property from Open Use Estate (OUE) to Residential Multi-Family (RMF-3). Proposing 252 apartment units with 1 bed, 2 bed, and 3-bedroom options.

STATUS REPORT

15. * **Englewood Storage Facility (Phase 2)** – KG Engineering, LLC has submitted construction plans for Phase 2 of the Englewood Storage Facility at 540 N. Indiana Ave. The second building will be an additional 31,500 sf of conditioned storage. Plans have been approved. No FDEP permits or Developer’s Agreement are needed as no additional services will be added.
16. * **Fairway Vistas at Myakka Pines** – Staff met with the developers of the Myakka Pine Golf Course to discuss future development plans for the property surrounding the golf course. Current plans include, 877 single/multi-family units, a fire station, three neighborhood amenity centers, and a commercial center.
17. * **FDOT – Charlotte County Line to Tangerine Woods** – Green line mark-ups have been provided to Element Engineering Group.
18. * **Frontier Communications** – Frontier notified staff that they will be installing fiber duct bank along FL-776 from Dearborn St. to Sunnybrook. They have requested our utility data so that they can incorporate it within their design.
19. * **Gateway Court** – Cavoli Engineering resubmitted utility plans for the Gateway Court project, located south of the intersection of Old Englewood Rd and SR 776. Staff submitted additional comments on June 22, 2022.
20. * **Medical Twins** – Heidt Design is working on plans for two parcels located on Medical Boulevard adjacent to the Hospital and the YMCA. Preliminary plans indicate there will be 148 single family dwellings, 150 paired villas, and amenity center.
21. * **Park Forest Phase 7A** – Testing for Phase 7A has begun.
22. * **Park Forest Phase 7B** – AM Engineering submitted plans for Phase 7B, Tract A. It will consist of 13 single family homes. Staff has reviewed the plans and has returned comments of requested changes.
23. * **Placida Storage** – The buildings have begun to be erected but the project now requires a fire line. Sitti Engineering has resubmitted plans for review. Staff provided comments on June 21, 2022.
24. * **San Casa Multi-Family** – The utilities have been installed and have passed pressure testing. The contractor is planning on performing the chlorination and bacteriological testing the week after Thanksgiving.
25. * **Sarasota County Dearborn Improvements** – Construction continues. The new irrigation services were installed by Distribution this past month.
26. * **Sarasota County Manasota Beach Rd Intersection Improvements** – Kimley-Horn has been selected to design the Manasota Beach Road improvements which includes milling and resurfacing of the intersection of Manasota Beach Road and Englewood Road as well as the addition of a right turn lane for westbound traffic. Kimley-Horn has requested marked up plans showing the utilities in the area by March 18, 2022.
27. * **Sarasota County S. McCall Road Improvements** – EWD’s draft Utility Work Schedule (UWS) was submitted to Kimley-Horn on April 20, 2022, for review. While there are quite a few items on the list, most of them will only require EWD to observe and protect our assets during the storm construction and boring of the lighting conduit. There will be a few pits and water services that may need to be replaced depending on the conflicts and final grade elevations.
28. * **Sure Safe Storage** – Construction has begun on the new 30,000 sf storage facility. The new building will require a new fire line.
29. * **Suncoast Humane Society** – Florida Engineering & Surveying, LLC has submitted utility plans for the new Humane Society that will be located on San Casa between Worth Ave and Avenues of Americas. Staff had a meeting on April 26, 2022, with the engineer to discuss the changes that need to be made.



Sanitary Sewer Utility Capacity Report

Please complete and return this form by the 5th of each month to:
Laura Tefft, Senior Planner, Community Development, 18400 Murdock Circle, Port Charlotte, FL 33948
 Phone: 941.764.4934 Email: Laura.Tefft@charlottecountyfl.gov

| Utility Information | |
|--|---|
| Utility Name: Englewood Water District | Month/Year Reporting: July 2022 |
| Preparer's Name: Keith R. Ledford Jr., P.E. | Phone: 941-460-1020 |
| Utility Address: 201 Selma Avenue | Email: kledford@ewdfi.com |
| City: Englewood, FL | Zip code: 34223 |
| Permit and Treatment Plant Information | |
| DEP Permit Number: FLA014126 | |
| Permitted Disposal Capacity (AADF): 3.0 MGD | |
| Plant Peak Design Capacity: 4.2 MGD | |
| Monthly Flow Data (For Reported Month Only) | |
| Month's Average Daily Flow: 1.374 MGD | |
| Month's Peak Daily Flow: 1.660 MGD | |
| Sanitary Sewer Connection Information (In ERCs) | |
| ERCs (MGD) | Connections |
| Total ERCs Permitted: 3.0 MGD | |
| Total ERCs Served: 19,893 | 16,336 |
| Single Family: 15,212 | 15,202 |
| Multi-Family: 2,745 | 310 |
| Commercial: 1,936 | 824 |
| Industrial: | |
| Other: | |
| Calculated Total Flows: 1.4 | |
| Remaining ERCs Available: 1.6 | |
| Bulk Sewer Purchase Agreement Information | |
| Utility Purchased From: Englewood Water District | |
| Utility Sold To: Sandalhaven Utilities | |
| Maximum Purchase Amount: 300,000 GPD | |
| Actual Purchased Amount: 1,453,785 Gallons | |
| Bulk Sewer Purchase Agreement Information | |
| Utility Purchased From: Englewood Water District | |
| Utility Sold To: Charlotte County Utilities | |
| Maximum Purchase Amount: 100,000 GPD | |
| Actual Purchased Amount: 386,130 Gallons 12 Month Estimated Amount | |
| Emergency Interconnect Information | |
| Interconnected Utility: N/A | |
| Amount Transferred: | |
| Reason for Emergency Transfer: | |



Potable and Recycled Water Utility Capacity Report

Please complete and return this form by the 5th of each month to:

Laura Tefft, Senior Planner, Community Development, 18400 Murdock Circle, Port Charlotte, FL 33948

Phone: 941.764.4934 Email: Laura.Tefft@charlottecountyfl.gov

| Utility Information | |
|--|---------------------------------|
| Utility Name: Englewood Water District | Month/Year Reporting: July 2022 |
| Preparer's Name: Keith R. Ledford, Jr., P.E. | Phone: 941-460-1020 |
| Utility Address: 201 Selma Ave | Email: kledford@ewdfl.com |
| City: Englewood | Zip code: 34223 |
| Permit and Treatment Plant Information | |
| DEP Permit Number: 6580531 | |
| Permitted Treatment Capacity (AADF): 5.36 MGD | |
| Plant Peak Design Capacity: 6.86 MGD | |
| Monthly Flow Data (For Reported Month Only) | |
| Month's Average Daily Flow: 2.88 | |
| Month's Peak Daily Flow: 3.10 | |
| Potable Water Connection Information (In ERCs) | |
| ERCs (MGD) | Connections |
| Total ERCs Permitted: 5.36 MGD | |
| Total ERCs Served: 22,783 | 18,540 |
| Single Family: 16,920 | 16,905 |
| Multi-Family: 2,826 | 348 |
| Commercial: 3,037 | 1,287 |
| Industrial: | |
| Irrigation: | |
| Other: | |
| Bulk Customer (Committed): 1 | 1 |
| Calculated Total Flows: 2.88 | |
| Remaining ERCs Available: 2.48 | |
| Recycled Water Connection Information (In ERCs) | |
| Total ERC Capacity: 1.4 MGD | |
| Total ERCs Served: 1.4 MGD | |
| Industrial: | |
| Irrigation: 1.4 MGD | |
| Other: | |
| Remaining ERCs Available: | |
| Bulk Water Purchase Agreement Information | |
| Utility Purchased From: Englewood Water District | |
| Utility Sold To: Bocilla Utilities Inc. | |
| Maximum Purchase Amount: | |
| Actual Purchased Amount: 4,307,900 Gallons | |
| Emergency Interconnect Information | |
| Interconnected Utility: Charlotte County & Sarasota County | |
| Amount Transferred: 0 | |
| Reason for Emergency Transfer: N/A | |

ENGLEWOOD WATER DISTRICT
SEPTEMBER 30, 2021, YTD FY22 JULY 2022
BALANCE SHEET

| | <u>FY2021</u> | <u>YTD FY 2022</u> |
|---|-----------------------|-----------------------|
| ASSETS | | |
| Current Assets | | |
| Cash & Equivalents | \$ 7,881,804 | \$ 3,258,413 |
| Accounts Receivable | 1,887,212 | 2,211,660 |
| Accrued Interest Receivable | - | - |
| Inventory | 1,284,316 | 1,609,917 |
| Prepays | <u>(247,481)</u> | <u>(127,938)</u> |
| Total Current Assets | <u>10,805,850</u> | <u>6,952,052</u> |
| Noncurrent Assets | | |
| Restricted Cash and Cash Equivalents | - | - |
| Restricted Assets: Investments | 3,507,859 | 5,246,562 |
| Investments | 11,028,130 | 14,454,235 |
| Connection Fees - Assessment Rec | 1,709,667 | 1,451,677 |
| Capital Assets (net) | <u>89,451,389</u> | <u>93,361,835</u> |
| Total Noncurrent Assets | <u>105,697,045</u> | <u>114,514,308</u> |
| Total Assets | <u>116,502,895</u> | <u>121,466,361</u> |
| Deferred Outflow of Resources | | |
| Accumulated Decreases in Fair Value of Hedging Derivatives | 282,127 | 282,127 |
| Accumulated Costs Associated with Refunding of Debt | 101,813 | 101,813 |
| Deferred Amounts on Pensions | <u>726,348</u> | <u>726,348</u> |
| Total Deferred Outflow of Resources | <u>1,110,288</u> | <u>1,110,288</u> |
| LIABILITIES AND NET POSITION | | |
| Current Liabilities | | |
| Accounts Payable | 394,806 | 379,943 |
| Accrued Liabilities | <u>535,574</u> | <u>311,470</u> |
| Total Current Liabilities | <u>930,380</u> | <u>691,414</u> |
| Current Liabilities Payable from Restricted Assets | | |
| Contracts Payable | - | - |
| Retainage Payable | 30,901 | (0) |
| Accrued Interest | 83,417 | 83,417 |
| Current Portion of Bonds and Notes Payable | <u>2,299,678</u> | <u>162,723</u> |
| Total Current Liabilities Payable from Restricted Assets | <u>2,413,996</u> | <u>246,140</u> |
| Noncurrent Liabilities | | |
| Compensated Absences | 714,843 | 697,804 |
| Net OPEB Obligation | 1,125,458 | 1,125,458 |
| Derivative Instruments - Rate Swap | 282,127 | 282,127 |
| Bonds and Notes Payable, Net | 4,224,921 | 4,224,921 |
| Net Pension Liability | <u>929,852</u> | <u>929,852</u> |
| Total Noncurrent Liabilities | <u>7,277,202</u> | <u>7,260,162</u> |
| Total Liabilities | <u>10,621,578</u> | <u>8,197,715</u> |
| Deferred Inflow of Resources | | |
| Deferred Amount on Pensions | <u>3,913,291</u> | <u>3,913,291</u> |
| | <u>3,913,291</u> | <u>3,913,291</u> |
| Net Position | | |
| Net Investment in Capital Assets | 82,895,888 | 88,974,191 |
| Unrestricted | <u>20,182,426</u> | <u>21,491,452</u> |
| Total Net Position | <u>\$ 103,078,314</u> | <u>\$ 110,465,643</u> |

**ENGLEWOOD WATER DISTRICT
INCOME STATEMENT**

YE FY21, JULY 2021, FY22 BUDGET, YTD FY22 JULY 2022

| | YEAR END FY21 | YTD FY21 JULY 2021 | FY22 APPROVED BUDGET | YTD FY22 JULY 2022 | Over (Under) Budget |
|--|-----------------------|-----------------------|-------------------------|-----------------------|------------------------|
| Operating Revenues | | | | | |
| Water Services | \$ 7,954,654 | \$ 6,742,982 | \$ 8,625,318 | \$ 7,180,550 | \$ (1,444,768) |
| Waste Treatment | 9,122,546 | 7,730,729 | 9,893,112 | 8,140,292 | (1,752,820) |
| Accrued Guaranteed Revenue Fees | 364,333 | 366,385 | 272,700 | 225,805 | (46,895) |
| Other | 261,404 | 222,473 | 681,667 | 280,115 | (401,552) |
| Total Operating Revenues | 17,702,937 | 15,052,569 | 19,472,797 | 15,826,762 | (3,646,035) |
| Operating Expenses | | | | | |
| Water Treatment | 2,772,293 | 1,917,011 | 2,817,291 | 2,346,420 | (470,871) |
| Water Distribution | 2,148,022 | 1,272,860 | 1,915,473 | 1,544,129 | (371,343) |
| Waste Treatment | 3,287,465 | 1,872,315 | 2,552,252 | 2,037,684 | (514,568) |
| Waste Collection | 4,366,688 | 2,284,511 | 3,345,836 | 2,551,049 | (794,787) |
| Laboratory | 214,542 | 189,818 | 307,332 | 215,788 | (91,544) |
| General & Administrative | 3,194,466 | 2,702,881 | 4,011,550 | 2,915,773 | (1,095,776) |
| Total Operating Expenses | 15,983,477 | 10,239,396 | 14,949,735 | 11,610,845 | (3,338,890) |
| Operating Income (Loss) | 1,719,460 | 4,813,173 | 4,523,062 | 4,215,918 | (307,144) |
| Non-Operating Revenues (Expenses) | | | | | |
| Interest Income | 290,574 | 244,720 | 130,000 | 247,744 | 117,744 |
| Net Increase (Decrease) in Fair Value of Investment | (246,661) | (186,676) | - | (740,996) | (740,996) |
| Assessment Revenue | 102,615 | 93,237 | - | 75,008 | 75,008 |
| Interest Expense | (345,424) | (309,125) | (217,015) | (208,490) | (8,525) |
| Other Revenues | 291,472 | 291,472 | - | - | - |
| Gain (loss) on Disposal of Capital Assets | 34,506 | 34,506 | - | 34,440 | 34,440 |
| Total Non-Operating Expenses | 127,082 | 168,134 | (87,015) | (592,295) | (522,329) |
| Income (Loss) Before Contributions | 1,846,542 | 4,981,307 | 4,436,047 | 3,623,623 | (829,474) |
| Capital Contributions | | | | | |
| Cash | 2,391,962 | 2,305,030 | 1,526,925 | 1,457,947 | (68,978) |
| Non Cash | - | (165) | - | 2,305,759 | 2,305,759 |
| Total Capital Contributions | 2,391,962 | 2,304,865 | 1,526,925 | 3,763,706 | 2,236,781 |
| Change in Net Position | 4,238,505 | 7,286,172 | 5,962,972 | 7,387,329 | (157,456) |
| Total Net Position - beginning of year, as restated | 98,839,809 | 98,839,809 | 103,078,314 | 103,078,314 | |
| Total Net Position - end of year | \$ 103,078,314 | \$ 106,125,981 | \$ 109,041,286 | \$ 110,465,642 | |

Englewood Water District
Investment Report
as of July 31, 2022

| RBC | Market Value | Percent of Total |
|--|-----------------------------|-----------------------------|
| Certificate of Deposit | 11,379,719 | 56.21% |
| Bonds- Revenue/General Obligation | - | 0.00% |
| Government Backed Bonds | 8,321,077 | 41.10% |
| Money Markets/Cash | <u>544,487</u> | <u>2.69%</u> |
| | <u>\$ 20,245,284</u> | <u>100.00%</u> |
| | | |
| Centennial Bank | | |
| Cash Centennial- operating acct | 2,383,829 | |
| Cash Centennial- money market | <u>518,219</u> | |
| Total Cash | \$ 2,902,047 | |
| | | |
| Total Cash and Investments | \$ 23,147,332 | |
| | | |
| Prev Month Investments | \$ 19,895,141 | |
| Prev Month - Cash - RBC | 330,519 | |
| Prev Month - Cash - Centennial | <u>2,728,082</u> | |
| Prev Month - Investments and Cash | <u>\$ 22,953,742</u> | |

Englewood Water District
RBC Investment Report
07/31/2022

| Security Description | Investment Type | Cusip | Cost | Coupon Rate | Trade Date | CD Date | Maturity Date | Par Value | Current Market Value | Estimated Yield | Duration (In Years) |
|---------------------------------------|------------------|-----------|------------|-------------|------------|------------|---------------|------------|----------------------|-----------------|---------------------|
| ISRAEL STATE | US GOVT GTD NOTE | 465139PR8 | 252,052.25 | floating | 12/3/2019 | 1/21/1997 | 11/15/2024 | 273,000.00 | 252,036.33 | | 4.96 |
| DISCOVER BANK GREENWOOD DE | CD | 2546726Y9 | 99,943.60 | 2.300% | 5/10/2019 | 8/2/2017 | 8/2/2022 | 100,000.00 | 100,000.00 | 2.220% | 3.23 |
| COMENITY CAPITAL BANK | CD | 20033AF27 | 115,000.00 | 3.150% | 9/4/2018 | 9/14/2018 | 9/14/2022 | 115,000.00 | 115,127.65 | 3.000% | 4.00 |
| BARCLAYS BK DE US | CD | 06740KLD7 | 149,759.48 | 2.300% | 1/2/2018 | 10/18/2017 | 10/18/2022 | 150,000.00 | 149,983.50 | 2.220% | 4.79 |
| BUSINESS BK OF ST LOUIS | CD | 12325EHX3 | 109,000.00 | 2.150% | 9/6/2019 | 10/26/2017 | 10/26/2022 | 109,000.00 | 108,947.68 | 2.080% | 3.14 |
| FLAGSTAR BANK FSB | CD | 33847E2W6 | 251,562.50 | 1.750% | 1/7/2020 | 11/15/2019 | 11/15/2022 | 250,000.00 | 249,502.50 | 1.700% | 2.86 |
| BANK OF NEW ENGLAND | CD | 06426KBG2 | 130,000.00 | 2.100% | 7/10/2019 | 7/19/2019 | 11/21/2022 | 130,000.00 | 129,870.00 | 2.030% | 3.35 |
| WELLS FARGO BANK NA SIOUX FALL SC | CD | 949763LR5 | 245,000.00 | 2.500% | 12/6/2017 | 12/8/2017 | 12/8/2022 | 245,000.00 | 245,029.40 | 2.390% | 5.00 |
| AMERICAN EXPR BANK FSC SALT LAKE CITY | CD | 02587CHK9 | 170,000.00 | 2.500% | 1/2/2018 | 12/12/2017 | 12/12/2022 | 170,000.00 | 170,008.50 | 2.400% | 4.95 |
| VYSTAR CREDIT UNION | CD | 92891CCD2 | 263,355.00 | 3.500% | 10/16/2019 | 12/11/2018 | 12/12/2022 | 250,000.00 | 250,945.00 | 3.300% | 3.16 |
| CAPITAL ONE BANK USA NA GLEN ALLEN VA | CD | 1404206Y1 | 165,000.00 | 2.500% | 12/5/2017 | 12/13/2017 | 12/13/2022 | 165,000.00 | 165,006.60 | 2.390% | 5.00 |
| CAPITAL ONE NA MCLEAN VA | CD | 14042RKU4 | 58,000.00 | 2.500% | 12/5/2017 | 12/13/2017 | 12/13/2022 | 58,000.00 | 58,002.32 | 2.390% | 5.00 |
| SALLIE MAE BANK SALT LAKE CITY UT | CD | 795450G82 | 135,000.00 | 2.500% | 1/2/2018 | 12/13/2017 | 12/13/2022 | 135,000.00 | 135,005.40 | 2.390% | 4.95 |
| STEARNS BANK NA ST CLOUD MN | CD | 857894VP1 | 150,000.00 | 2.250% | 1/2/2018 | 12/15/2017 | 12/15/2022 | 150,000.00 | 149,866.50 | 2.160% | 4.95 |
| VIRGINIA PARTNERS BANK | CD | 928066BA6 | 250,000.00 | 1.700% | 12/3/2019 | 12/30/2019 | 12/30/2022 | 250,000.00 | 249,137.50 | 1.650% | 3.00 |
| MORGAN STANLEY BANK NA SALT LAKE CITY | CD | 61690UCY4 | 250,000.00 | 3.200% | 1/2/2019 | 1/10/2019 | 1/10/2023 | 250,000.00 | 250,722.50 | 3.020% | 4.00 |
| WELLS FARGO NATL BANK WEST | CD | 949495AQ8 | 250,000.00 | 1.900% | 1/7/2020 | 1/17/2020 | 1/17/2023 | 250,000.00 | 249,210.00 | 1.830% | 3.00 |
| LIVE OAK BKG CO | CD | 538036HL1 | 250,000.00 | 1.700% | 1/7/2020 | 1/24/2020 | 1/25/2023 | 250,000.00 | 248,902.50 | 1.650% | 3.01 |
| MORGAN STANLEY BANK NA SALT LAKE CITY | CD | 61747MJ77 | 250,000.00 | 2.650% | 2/1/2018 | 2/8/2018 | 2/8/2023 | 250,000.00 | 250,027.50 | 2.520% | 5.00 |
| CAPITAL BK LITTLE ROCK ARK | CD | 139797GN8 | 250,000.00 | 2.550% | 2/1/2018 | 2/16/2018 | 2/16/2023 | 250,000.00 | 249,872.50 | 2.430% | 5.00 |
| CITIBANK NA | CD | 17312Q3R8 | 261,730.58 | 2.750% | 6/4/2019 | 4/2/2019 | 4/3/2023 | 258,000.00 | 258,018.06 | 2.600% | 3.83 |
| BMW BANK NORTH AMERICA | CD | 05580AWK6 | 102,905.00 | 1.450% | 11/19/2020 | 4/14/2020 | 4/14/2023 | 100,000.00 | 99,080.00 | 1.410% | 2.40 |
| BMW BANK NORTH AMERICA | CD | 05580AMJ0 | 104,238.88 | 3.000% | 1/2/2020 | 4/20/2018 | 4/20/2023 | 100,000.00 | 100,163.00 | 2.820% | 3.30 |
| CROSSFIRST BANK | CD | 22766ABJ3 | 194,458.60 | 2.150% | 3/3/2020 | 6/28/2017 | 6/28/2023 | 190,000.00 | 188,586.40 | 2.050% | 3.32 |
| MERRICK BANK SOUTH JOURDAN UT CD | CD | 59013KBQ8 | 177,666.00 | 2.150% | 8/29/2019 | 7/23/2019 | 7/24/2023 | 175,000.00 | 173,465.25 | 2.050% | 3.90 |
| BMW BANK NORTH AMERICA | CD | 05580AWV2 | 50,000.00 | 0.300% | 8/18/2020 | 8/21/2020 | 8/21/2023 | 50,000.00 | 48,553.50 | 0.290% | 3.00 |
| DISCOVER BANK GREENWOOD DE | CD | 254673TE6 | 62,162.70 | 3.250% | 6/13/2019 | 8/22/2018 | 8/22/2023 | 60,000.00 | 60,102.00 | 3.010% | 4.19 |
| WCF FINANCIAL BANK | CD | 92941EAF5 | 100,000.00 | 0.200% | 8/18/2020 | 8/26/2020 | 8/25/2023 | 100,000.00 | 96,943.00 | 0.200% | 3.00 |
| BANK OF BARODA | CD | 06062R4E9 | 260,650.52 | 3.300% | 8/1/2019 | 9/28/2018 | 9/28/2023 | 248,000.00 | 248,518.32 | 3.050% | 4.16 |
| FIRST TECHNOLOGY FCU | CD | 33715LCM0 | 259,657.22 | 3.400% | 7/23/2019 | 10/17/2018 | 10/17/2023 | 249,000.00 | 249,806.76 | 3.130% | 4.24 |
| BANK OF BARODA | CD | 06063HBA0 | 62,253.50 | 3.500% | 3/3/2020 | 12/28/2018 | 12/28/2023 | 58,000.00 | 58,251.14 | 3.200% | 3.82 |
| MEDALLION BANK | CD | 58404DDB4 | 54,592.91 | 3.300% | 6/9/2020 | 1/3/2019 | 1/3/2024 | 50,000.00 | 50,077.00 | 3.030% | 3.57 |
| SYNCHRONY BANK | CD | 87164YTC8 | 89,961.75 | 2.600% | 6/13/2019 | 1/12/2018 | 1/12/2024 | 89,000.00 | 88,245.28 | 2.430% | 4.59 |
| BANK HAPOALIM BM N NY US | CD | 06251AV80 | 37,097.10 | 3.200% | 4/1/2020 | 1/23/2019 | 1/23/2024 | 35,000.00 | 34,997.20 | 2.940% | 3.81 |
| BANK OF THE WEST | CD | 06426XZP8 | 200,000.00 | floating | 7/10/2019 | 7/30/2019 | 1/30/2024 | 200,000.00 | 202,720.00 | | 4.51 |
| GOLDMAN SACHS BANK USA | CD | 38148P4W4 | 106,237.00 | 3.150% | 3/3/2020 | 2/6/2019 | 2/6/2024 | 100,000.00 | 99,902.00 | 2.890% | 3.93 |
| EAST BOSTON SVGS BANK | CD | 27113PDL2 | 250,000.00 | 0.300% | 8/5/2020 | 8/12/2020 | 2/12/2024 | 250,000.00 | 239,122.50 | 0.290% | 3.50 |
| CIT BANK SALT LAKE CITY | CD | 17284CXH2 | 64,197.72 | 3.300% | 4/8/2020 | 2/20/2014 | 2/20/2024 | 60,000.00 | 60,065.40 | 3.020% | 3.87 |
| MORGAN STANLEY PVT BANK | CD | 61760AWH8 | 62,222.00 | 3.000% | 7/2/2019 | 2/22/2019 | 2/21/2024 | 60,000.00 | 59,792.40 | 2.760% | 4.64 |
| BANK HAPOALIM BM N NY US | CD | 06251AW30 | 150,442.33 | 3.050% | 3/16/2021 | 3/18/2021 | 3/6/2024 | 150,297.00 | 139,588.40 | 2.820% | 2.98 |
| GE CAP BK INC RETAIL | CD | 36163CLZ1 | 81,271.13 | 3.300% | 6/9/2020 | 3/14/2014 | 3/14/2024 | 74,000.00 | 73,830.54 | 3.030% | 3.76 |
| BANK HAPOALIM BM N NY US | CD | 06251AW48 | 79,269.46 | 2.900% | 4/8/2020 | 3/25/2019 | 3/25/2024 | 75,000.00 | 74,574.00 | 2.670% | 3.96 |
| UBS BANK USA | CD | 90348JJQ4 | 271,267.50 | 2.900% | 11/18/2020 | 4/3/2019 | 4/3/2024 | 250,000.00 | 248,532.50 | 2.670% | 3.38 |
| GE CAP BK INC RETAIL | CD | 36163CMZ0 | 68,201.27 | 3.300% | 3/16/2021 | 3/18/2021 | 4/4/2024 | 67,271.42 | 61,836.32 | 3.040% | 3.05 |
| GE CAP RETAIL BANK DRAPER UTAH | CD | 36160KG82 | 56,153.19 | 3.300% | 3/16/2021 | 3/18/2021 | 4/17/2024 | 55,447.37 | 50,896.47 | 3.040% | 3.09 |
| ENERBANK USA | CD | 29278TNY2 | 253,062.50 | 1.150% | 5/5/2020 | 4/29/2020 | 4/29/2024 | 250,000.00 | 240,942.50 | 1.110% | 3.99 |
| CIT BANK SALT LAKE CITY | CD | 17284CA61 | 81,113.06 | 3.350% | 7/2/2019 | 4/30/2014 | 4/30/2024 | 77,000.00 | 77,087.78 | 3.040% | 4.83 |
| COMENITY CAPITAL BANK | CD | 20033AW85 | 30,738.70 | 2.700% | 7/2/2019 | 5/15/2019 | 5/15/2024 | 30,000.00 | 29,690.40 | 2.500% | 4.87 |
| GE CAP RETAIL BANK DRAPER UTAH | CD | 36157QZE0 | 147,205.87 | 3.300% | 7/2/2019 | 5/16/2014 | 5/16/2024 | 140,000.00 | 139,550.60 | 3.020% | 4.88 |
| BANK OF NEW ENGLAND | CD | 06426KBD9 | 115,339.50 | 2.600% | 6/13/2019 | 5/23/2019 | 5/23/2024 | 114,000.00 | 112,596.66 | 2.410% | 4.95 |
| GE CAP RETAIL BANK DRAPER UTAH | CD | 36160NT90 | 55,017.09 | 3.300% | 3/16/2021 | 3/18/2021 | 5/30/2024 | 54,523.92 | 49,818.00 | 3.030% | 3.21 |

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| Security Description | Investment Type | Cusip | Cost | Coupon Rate | Trade Date | CD Date | Maturity Date | Par Value | Current Market Value | Estimated Yield | Duration (In Years) |
|---|------------------|-----------|----------------------|-----------------|------------|---------------------|---------------------|----------------------|----------------------|-----------------|---------------------|
| DISCOVER BANK CD | CD | 254671V31 | 77,829.25 | 3.250% | 3/16/2021 | 3/18/2021 | 6/11/2024 | 77,211.07 | 70,725.94 | 2.990% | 3.24 |
| DISCOVER BANK CD | CD | 254671Y20 | 54,846.62 | 3.250% | 3/16/2021 | 3/18/2021 | 6/25/2024 | 54,472.15 | 49,793.50 | 2.980% | 3.28 |
| LIVE OAK BKG CO | CD | 538036HN7 | 252,687.50 | 1.850% | 1/29/2020 | 1/24/2020 | 7/24/2024 | 250,000.00 | 242,812.50 | 1.750% | 4.49 |
| INDUSTRIAL & COML BK CHINA | CD | 45581EAJ0 | 53,227.23 | 2.500% | 4/29/2020 | 7/28/2017 | 7/26/2024 | 50,000.00 | 49,183.50 | 2.320% | 4.24 |
| RAYMOND JAMES BANK NA | CD | 75472RAE1 | 110,516.45 | 2.000% | 5/14/2020 | 8/23/2019 | 8/23/2024 | 105,000.00 | 102,173.40 | 1.880% | 4.28 |
| CAPITAL ONE BANK USA NA | CD | 14042TCD7 | 89,963.90 | 1.900% | 10/13/2020 | 8/28/2019 | 8/28/2024 | 85,000.00 | 82,524.80 | 1.790% | 3.88 |
| STATE BANK OF INDIA | CD | 8562842T0 | 101,577.10 | 3.250% | 4/1/2020 | 10/17/2014 | 10/17/2024 | 95,000.00 | 94,069.00 | 2.970% | 4.55 |
| RAYMOND JAMES BANK NA | CD | 75472RAK7 | 248,801.54 | 1.800% | 1/7/2020 | 11/8/2019 | 11/8/2024 | 248,000.00 | 239,466.32 | 1.700% | 4.84 |
| STATE BANK OF INDIA | CD | 8562843C6 | 89,573.36 | 3.200% | 4/1/2020 | 12/5/2014 | 12/5/2024 | 84,000.00 | 83,553.12 | 2.890% | 4.68 |
| MERRICK BANK SOUTH JOURDAN UT CD | CD | 59013KEY8 | 77,873.75 | 1.750% | 4/29/2020 | 1/17/2020 | 1/17/2025 | 75,000.00 | 72,078.00 | 1.650% | 4.72 |
| STATE BANK OF INDIA | CD | 856285SM4 | 73,461.70 | 1.950% | 6/9/2020 | 1/22/2020 | 1/22/2025 | 70,000.00 | 67,596.90 | 1.830% | 4.62 |
| INDUSTRIAL & COML BK CHINA | CD | 45581ECD1 | 200,000.00 | 0.350% | 2/3/2021 | 2/11/2021 | 2/11/2025 | 200,000.00 | 185,280.00 | 0.350% | 4.00 |
| BELL STATE B&T | CD | 07815AAZ0 | 257,151.12 | 1.600% | 7/1/2020 | 2/27/2020 | 2/27/2025 | 245,000.00 | 234,070.55 | 1.520% | 4.66 |
| AMERICAN EXPRESS NATL BANK | CD | 02589AB68 | 245,401.17 | 1.550% | 6/9/2020 | 3/31/2020 | 3/31/2025 | 237,000.00 | 225,775.68 | 1.470% | 4.81 |
| INSTITUTION FOR SVGS | CD | 45780PBL8 | 250,000.00 | 3.100% | 5/10/2022 | 5/20/2022 | 5/20/2025 | 250,000.00 | 247,802.50 | 3.100% | 3.00 |
| HADDON SVGS BANK | CD | 404730CR2 | 164,589.25 | 0.750% | 6/24/2020 | 5/26/2020 | 5/27/2025 | 163,000.00 | 151,277.04 | 0.740% | 4.93 |
| TEXAS BANK FINL | CD | 882213AF8 | 108,999.00 | 0.700% | 6/24/2020 | 5/28/2020 | 5/28/2025 | 108,000.00 | 100,079.28 | 0.690% | 4.93 |
| STATE BANK OF INDIA | CD | 856283N77 | 253,187.50 | 0.900% | 7/14/2020 | 6/26/2020 | 6/26/2025 | 250,000.00 | 231,127.50 | 0.890% | 4.95 |
| FIRST CAROLINA BANK | CD | 31944MBB0 | 250,000.00 | 0.450% | 8/5/2020 | 8/20/2020 | 8/20/2025 | 250,000.00 | 228,222.50 | 0.450% | 5.00 |
| TEXAS EXCHANGE BANK | CD | 88241TJJ0 | 250,000.00 | 0.600% | 10/13/2020 | 10/23/2020 | 10/23/2025 | 250,000.00 | 226,820.00 | 0.600% | 5.00 |
| JP MORGAN CHASE BK | CD | 48128UQP7 | 246,379.95 | 0.550% | 4/8/2021 | 10/30/2020 | 1/30/2026 | 250,000.00 | 225,980.00 | 0.550% | 4.82 |
| BMO HARRIS BK NATL ASSN | CD | 05600XBY5 | 250,000.00 | 0.550% | 2/11/2021 | 2/18/2021 | 2/18/2026 | 250,000.00 | 225,622.50 | 0.200% | 5.00 |
| SUNWEST BK IRVINE CALIF | CD | 86804DCR7 | 250,000.00 | 0.450% | 2/11/2021 | 2/26/2021 | 2/26/2026 | 250,000.00 | 224,562.50 | 0.450% | 5.00 |
| TOYOTA FINL SVGS BK | CD | 89235MLC3 | 252,795.19 | 0.950% | 8/17/2021 | 7/15/2021 | 7/15/2026 | 250,000.00 | 226,565.00 | 0.950% | 5.00 |
| Subtotal | | | 11,386,800.05 | 121.850% | | 3,176,792.00 | 3,308,613.00 | 11,193,222.93 | 11,379,719.29 | | |
| US TREASURY SECURITIES | Bonds | 912828Y79 | 274,526.43 | 2.875% | 8/24/2021 | 8/25/2021 | 7/31/2025 | 250,000.00 | 250,265.00 | 0.408% | 3.93 |
| TENNESSEE VALLEY AUTH STRIP GENERIC INT PMT | zero coupon bond | 88059EHQ0 | 174,293.70 | 0.000% | 11/18/2020 | 11/3/1995 | 11/1/2025 | 178,000.00 | 160,468.78 | | 4.96 |
| TENNESSEE VALLEY AUTH | Bonds | 880591CJ9 | 68,156.95 | 6.750% | 11/18/2020 | 11/1/1995 | 11/1/2025 | 52,000.00 | 58,045.52 | 6.750% | 4.96 |
| US TREASURY SECURITIES | zero coupon bond | 912833LX6 | 419,934.35 | 0.000% | 6/1/2021 | 6/2/2021 | 11/15/2025 | 430,000.00 | 393,131.80 | | 4.46 |
| FEDERAL HOME LOAN BANK | Bonds | 3130ARLC3 | 400,000.00 | 2.625% | 3/30/2022 | 4/25/2022 | 4/25/2024 | 400,000.00 | 397,104.00 | 2.625% | 2.00 |
| UNITED STATES TREASURY NOTE | Treasury note | 912828L57 | 1,303,435.50 | 1.750% | 4/6/2022 | 9/30/2015 | 9/30/2022 | 1,300,000.00 | 1,298,973.00 | 1.308% | 0.48 |
| UNITED STATES TREASURY NOTE | Treasury note | 912828S92 | 1,486,407.59 | 1.250% | 4/6/2022 | 8/1/2016 | 7/31/2023 | 1,500,000.00 | 1,474,920.00 | 1.950% | 1.32 |
| UNITED STATES TREASURY NOTE | Treasury note | 912828WE6 | 1,008,182.65 | 2.750% | 4/6/2022 | 11/15/2013 | 11/15/2023 | 1,000,000.00 | 997,540.00 | 2.200% | 1.61 |
| UNITED STATES TREASURY NOTE | Treasury note | 91282CAT8 | 459,625.75 | 0.250% | 5/10/2022 | 11/2/2020 | 10/31/2025 | 500,000.00 | 460,350.00 | 2.704% | 3.48 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133ENUZ1 | 249,756.00 | 3.090% | 5/10/2022 | 4/20/2022 | 10/20/2025 | 250,000.00 | 246,387.50 | 3.120% | 3.45 |
| UNITED STATES TREASURY NOTE | Treasury note | 912828T91 | 491,709.63 | 1.625% | 6/10/2022 | 10/31/2016 | 10/31/2023 | 500,000.00 | 491,975.00 | 2.867% | 1.39 |
| UNITED STATES TREASURY NOTE | Treasury note | 9128285K2 | 500,064.71 | 2.875% | 6/16/2022 | 10/31/2018 | 10/31/2023 | 500,000.00 | 499,650.00 | 2.864% | 1.38 |
| UNITED STATES TREASURY NOTE | Treasury note | 91282CDM0 | 483,011.03 | 0.500% | 6/16/2022 | 11/30/2021 | 11/30/2023 | 500,000.00 | 484,080.00 | 2.904% | 1.46 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133ENZE3 | 500,000.00 | 3.490% | 6/16/2022 | 6/22/2022 | 12/22/2023 | 500,000.00 | 499,485.00 | 3.490% | 1.52 |
| UNITED STATES TREASURY NOTE | Treasury note | 9128285U0 | 149,387.63 | 2.625% | 6/16/2022 | 12/31/2018 | 12/31/2023 | 150,000.00 | 149,332.50 | 2.898% | 1.54 |
| UNITED STATES TREASURY NOTE | Treasury note | 912828ZY9 | 460,266.01 | 0.125% | 7/6/2022 | 7/15/2022 | 7/15/2023 | 472,000.00 | 459,369.28 | 2.607% | 1.00 |
| Subtotal | | | 8,428,757.93 | | | | | 8,482,000.00 | 8,321,077.38 | | |
| Cash Balance | | | | | | | | | 544,487.41 | | |
| Subtotal Cash | | | | | | | | | 544,487.41 | | 347.79 |
| Average % and Duration in Years | | | | | | | | | | 1.919% | 3.72 |

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| Security Description | Investment Type | Cusip | Cost | Coupon Rate | Trade Date | CD Date | Maturity Date | Par Value | Current Market Value | Estimated Yield | Duration (In Years) |
|----------------------|-----------------|-------|------|-------------|------------|---------|---------------|-----------|----------------------|----------------------|---------------------|
| | | | | | | | | | | 11,379,719.29 | |
| | | | | | | | | | | 8,321,077.38 | |
| | | | | | | | | | | 544,487.41 | |
| | | | | | | | | | | <u>20,245,284.08</u> | |
| | | | | | | | | | | 20,245,284.08 | |
| | | | | | | | | | | - | stmt diff |