

AGENDA
ANNUAL & ORGANIZATIONAL MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
JANUARY 5, 2023 @ 8:30 A.M.

Board of Supervisors:

Taylor Meals, Chair
Robert C. Stern, Jr., Vice-Chair
Phyllis Wright
Sydney B. Crampton
Lani Gaver

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. Phyllis Wright, Board of Supervisors District Seat #4 – 20 years
 - b. Michael Masesie, Wastewater Plant Operator – 5 years (Dave Larson to accept)
 - c. John Robson, Distribution Maintenance Technician – 5 years
 - d. Justin Hobbs, Inventory Assistant – 5 years
 - e. Andrew Wardell, Water Plant Operator – 5 years

4. PUBLIC INPUT

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.

CARDS MUST BE SUBMITTED PRIOR TO THE COMMENCEMENT OF THE MEETING

5. ADMINISTRATION OF OATH OF OFFICE
 - a. District Seat #4 – Phyllis Wright
 - b. District Seat #5 – Robert C. Stern, Jr.
6. PRESENTATIONS
 - a. Anfield Consulting – Rosanna “Ro” Catalano, Esq.
 - b. Florida Sunshine Law – Attorney Berntsson
7. CONSENT SECTION
 - a. Minutes of the Regular Meeting dated December 1, 2022
 - b. Big W Law Invoice dated December 16, 2022
 - c. Ratification of 2023 Officers
 - d. Ratification of 2023 Schedule of Board Meetings
8. ACTION ITEMS
 - a. Centennial Bank Signature Card

- b. Centrifuge #3 Replacement Purchase
 - c. Mobile Air Compressor Replacement
 - d. South WRF Headworks/Drying Bed Project
 - e. Charlotte County-EWD LIHWAP Agreement
9. DISCUSSION
10. 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 November
 - 2. Investment Statements for November
11. ATTORNEY'S REPORT – Robert H. Berntsson
12. OLD BUSINESS
- a. Water Adjustments from Hurricane Ian
13. NEW BUSINESS

14. 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.

15. BOARD MEMBER COMMENTS

16. 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 12/30/2022

BOARD AGENDA ITEM SUMMARY

7a

MEETING DATE: January 5, 2023

SUBJECT: Minutes of the Regular Meeting dated December 1, 2022

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPARTMENT: **Administration**

ITEM: **Request Board approval of the regular meeting minutes dated December 1, 2022.**

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

MOTION: **To approve the minutes of the regular meeting dated December 1, 2022.**

Prepared By: **Teresa Herzog**

Date: **December 7, 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 December 1, 2022.**

MINUTES
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
DECEMBER 1, 2022 @ 8:30 A.M.

Board of Supervisors:

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

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. The meeting began with the Pledge of Allegiance and roll call to establish a quorum.
2. ANNOUNCEMENTS – Additions or Deletions – Addition of discussion item 9f Frog Face LLC request for additional water adjustment.
3. SERVICE AWARDS – With gratitude, Chair Crampton presented service awards to the listed employees.
 - a. Darrell Walchle, Electrician – 15 years
 - b. Karen Waite, Senior Billing Clerk – 20 years
 - c. Michael Masesie, Wastewater Plant Operator – 5 years (absent)
 - d. Adam Dehne, Distribution Maintenance Technician – 5 years
 - e. John Robson, Distribution Maintenance Technician – 5 years (absent)
 - f. Kathy Dean, Accounting Clerk – 15 years
4. PUBLIC INPUT – None
5. SWEARING IN OF BOARD MEMBERS – Attorney Berntsson took the floor and swore Ms. Gaver into office. Because Ms. Wright was absent, she will be sworn in at the January meeting.
6. PRELIMINARY ELECTION OF 2023 OFFICERS – Attorney Berntsson opened the floor and called for nominations for Chair for the upcoming year.

Chair Crampton nominated “**Mr. Meals,**” seconded by Mr. Stern. Hearing no other nominations a motion to close nominations was called.

Chair Crampton moved, “**to close,**” seconded by Mr. Stern.

UNANIMOUS

22-12-01 A

Mr. Meals was declared Chair for next year.

Attorney Berntsson then called for nominations for Vice-Chair.

Mr. Meals nominated “**Mr. Stern.**” Hearing no other nominations a motion to close nominations was called.

Ms. Gaver moved, “**to close,**” seconded by Mr. Meals.

UNANIMOUS

22-12-01 B

Mr. Stern was declared Vice-Chair for next year.

The decision will be ratified at the January annual and organizational meeting.

7. **CONSENT SECTION** – Mr. Stern moved, **“to accept the Consent Agenda as presented,”** seconded by Mr. Meals.

a. Minutes of the Regular Meeting dated November 3, 2022

22-12-01 CS A

b. Big W Law Invoice dated November 16, 2022

22-12-01 CS B

UNANIMOUS

8. **ACTION ITEMS**

a. Replacement of Lime Plant Filter Media-Filter #1 – Mr. Burroughs introduced the item. RFB 2021-127 Replacement of Lime Plant Filter Media Filter #2 Project was awarded to Leo Pfliger Construction, Inc. in November 2021. Since then, the #3 filter media replacement project was completed when the contractor agreed to hold the price. It is now time to replace the #1 media filter. Because the contractor has agreed to again hold the price, we will piggyback the original contract for the #1 filter replacement project in the amount of \$35,234.00. Staff believes that the prices would be higher if the same bid for the same scope of work was put out today. This project cost exceeds the Administrator’s authority.

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

UNANIMOUS

22-12-01 C

Full motion read: To award the Replacement of Lime Plant Filter Media Filter #1 Project to Leo Pfliger Construction, Inc. in the amount of \$35,234.00. Funds to come water revenues.

9. **DISCUSSION**

a. **DRAFT 2023 Schedule of Board Meetings** – Mr. Meals suggested the July and April meetings be postponed to the second week because of the holidays. These meetings will be moved to the 13th for both months. Following discussion Chair Crampton called for a motion.

Mr. Meals moved, **“to approve the schedule for next year with those changed,”** seconded by Ms. Gaver.

UNANIMOUS

22-12-01 D

b. Martha Raker – 213 Via DeLuna, request for additional water adjustment – Mr. Burroughs began the discussion. Ms. Raker lives in Mobile Gardens; she received an adjustment of \$1,320.34 and does not feel she should be responsible for the remaining \$260.23 because the pipe that caused the high bill was broken by Hurricane Ian. Discussion ensued to include the delay in staff’s ability to shut the water off once the leak was discovered and offering financing was suggested. It was noted that the water adjustment act rules are set up for normal leaks, what happened because of Hurricane Ian was a disaster. Reimbursement from our insurance company as well as a FEMA claim

made by the customer were also discussed and Mr. Burroughs will look into this possibility. A disaster relief fund was also suggested. Because the possibility of reimbursement from insurance or FEMA are unknown, customers will be encouraged to sign up for a payment plan to avoid late fees until reimbursement possibilities are investigated. Discussion will continue at the January board meeting.

c. Steve Swanson – 853 E 5th Street, proposed change to water adjustment act - Mr. Burroughs began discussion. Mr. Swanson had a leak that extended over two billing periods. He is suggesting the one adjustment in a 24-month period be changed to one event in a 24-month period if the event extends over two monthly billing cycles. Discussion ensued with Ms. Gaver explaining how adjustments were managed in the past to include 2 billing cycles when making an adjustment if the event carried over to the next billing cycle.

Mr. Meals moved, **“that we give relief for the 2 months billing,”** Seconded by Mr. Stern. Chair Crampton added **“go on a case-by-case basis.”**

UNANIMOUS

22-12-01 E

d. Cynthia Hodas – 1601 David Place, request for adjusted charges during service outage caused by Hurricane Ian – Mr. Burroughs began the discussion. Because Ms. Hodas was without water and sewer service from September 28, 2022 to October 4, 2022, she is requesting to have her bill adjusted by a week’s worth of charges. Discussion ensued, because the customer rules and regulations state that EWD is not responsible for service interruption beyond our control the request was denied.

Ms. Gaver moved, **“ to deny,”** seconded by Mr. Stern.

UNANIMOUS

22-12-01 F

e. Roger Schecter for Warren Bradley Smith – 1444 Blue Heron Drive, request for additional water adjustment – Mr. Burroughs began the discussion. Mr. Smith lives in Holiday Estate III and he has received an adjustment of \$10,130.19. His son-in-law is requesting on his behalf that the remaining charges of \$1,432.41 be further reduced to the \$59.07 monthly average of his bill because the house was destroyed and the high bill was caused by Hurricane Ian. Because the possibility of reimbursement from insurance or FEMA are unknown, customers will be encouraged to sign up for a payment plan to avoid late fees until reimbursement possibilities are investigated. Discussion will continue at the January board meeting.

f. Frog Face LLC – Irrigation Account 6260 Manasota Key Road, request for additional water adjustment – Mr. Burroughs began the discussion. Upon returning to the property, a damaged irrigation line was found that was caused by Hurricane Ian. The account has been adjusted in the amount of \$985.78 leaving a balance of \$1,644.25. Customer is requesting the remaining charges be further reduced. Discussion ensued to include the higher charges for irrigation water and the customer’s average bill. Following discussion, the adjustment given was consistent with the Customer Rules and Regulations so no additional adjustment will be given and a finance plan will be offered, however, further assistance will still be investigated.

10. ADMINISTRATOR'S REPORT – Ray Burroughs
a. WATER OPERATIONS MANAGER – Dewey Futch

Production:

1. Total send out for November 2022 was 82.08 MG/2021 was 81.41 MG.
2. Average send out was 2.73 MGD/2021 average send out was 2.71 MGD and the 2022 high was 2.95 MGD/2021 high was 2.87 MGD.
3. Rainfall November 2022 was 4.64"/2021 was 3.48".
4. This past month at the Plant the Operators took down #1 Treater for maintenance and cleaning. #3 Treater was taken down for a few days and cleaned as well due to more storm debris clogging the drain.
5. On the 17th the Operators opened up the degasifier at the Lime Plant and changed out the media and are currently working on cleaning the old media for use again in the future.
6. Three different roofing contractors have given quotes for repairs on all the buildings in the yard and on the 15th FEMA was here to go over damages with us and get that process moving.
7. On the 9th we met with Dave Watson from CCU and staff to go over Hurricane Ian and what both utilities experienced and what we could do better next time for communication and preparedness.

Distribution:

1. Distribution had 4 incidents to report. On 11/5, a 2" service line on North Beach Rd broke and repairs were made. Also La Coquina Condo Association on North Beach Rd was issued a boil water notice which was rescinded on 11/7. On 11/5, the 6" water main at the intersection of Virginia Ave and South McCall Rd broke. Repairs were made and a boil water notice was issued which was rescinded on 11/7. On 11/16, a section of 4" water main located on Oakwood Dr North was deleted. EWD issued a boil water notice to affected customers which was rescinded on 11/18. On 11/29 a crew working for Charlotte County broke a 2" at the intersection of Eileen Pl and Oxford Dr. Repairs were made and a boil water notice was issued and was rescinded on 12/1.
2. For November, 44 new meters were set equaling 44 ERCs.
3. 37 radio heads were replaced.
4. 125 customer requested turn-on were completed.
5. The EWD portion of the service line material inventory survey is at 36.7% completion, previously it was 35.9%.

b. WASTEWATER OPERATIONS MANAGER – David Larson

WRF:

1. The average daily flow for November 2022 was 1.81 MGD up about 200,000 from last year, with a peak flow of 2.52 MG for the month. After 2 ½" of rain flows increased due to broken equipment in the system.
2. Staff has begun prepping to replace Plant #3's air line from the blowers to the plant.
3. Normal operations and maintenance are ongoing.
4. Staff met with Kimley Horn to start the process for the plant permit renewal.

5. The WRF headworks project has been put out to bid with the rebid meeting taking place tomorrow.

Collections:

1. Crews installed one new vacuum pit on N. Broadway.
2. Crews continue to clean out vacuum pits throughout the system and capping off broken services and clean outs.
3. Normal operations and maintenance are ongoing.

c. TECHNICAL SUPPORT MANAGER – Keith R. Ledford Jr., P.E. Mr. Ledford updated his written report.

CIP/In-house Projects:

1. South WRF Drying Bed & South WRF New Headworks – award for these projects is expected to take place at the January meeting.

Developments/Projects in Plan Review:

1. Generations at Englewood – it will be an apartment complex centered around a large lake.
2. Lake Emily – the plans were ready for approval but now the developer let us know they want to break it into phases, it is still in the preliminary stages.

Upcoming Developments/Projects:

1. Medical Twins – granting this easement would be beneficial to EWD, giving us better access to our property, it is in the preliminary stages.

d. FINANCE DIRECTOR – Lisa Hawkins

1. FY22 Budget vs Actual – the adopted budget was \$14.890M an amendment was done for \$59K, and a transfer of \$193K from the CIP budget made the FY22 total amended budget \$15.142M. FY22 ended with operating expenses of \$14.582M leaving us \$460K under budget for the year.

Financial Statements:

1. October – operating revenue was \$1.760M, about \$215K more than last year. There was operating expenses of \$1.507M, leaving an operating surplus at \$252K.

Investment Statements:

2. October – we had \$30.33M with RBC and approximately \$1.229M at Centennial Bank, \$2M lower because of spending for the hurricane.

Mr. Burroughs concluded the Administrator's report.

11. ATTORNEY'S REPORT – Robert H. Berntsson – None
12. OLD BUSINESS – None
13. NEW BUSINESS – None
14. PUBLIC COMMENT – ANY TOPIC
 - a. Joanne Agostarola – 11180 McDermott Ct / Ms. Agostarola strongly suggested EWD find a better way to communicate with customers and also suggested detailed monthly reports from staff/field personnel on what can be done better to plan for future catastrophic events.

15. BOARD MEMBER COMMENTS

a. Mr. Meals welcomed Ms. Gaver and gave holiday tidings.

b. Mr. Stern addressed the communication issues during the hurricane and also gave holiday tidings.

c. Chair Crampton thanked the board for the opportunity to serve as Chair, welcomed Ms. Gaver, and also gave holiday tidings.

16. ADJOURNED 9:50 AM

Robert C. Stern, Vice-Chair

APPROVED

/tlh

BOARD AGENDA ITEM SUMMARY

7b

MEETING DATE: January 5, 2023 SUBJECT: The Big W Law Attorney's Invoices dated December 17, 2022

CATEGORY: Consent Discussion Action

CONTACT PERSON : Lisa Hawkins DEPARTMENT : Finance

ITEM: **Request Board approval for payment of the Big W Law Attorney's invoice dated December 17, 2022 .**

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

FISCAL IMPACT: 500311-500-101

Budget Resolution Required: yes no

Amount Budgeted	\$	23,000.00
Year to Date Expenditures	\$	(1,950.00)
Total Expenditure Required	\$	(2,100.00)
Remaining in Budget	\$	<u>18,950.00</u>

MOTION: To approve the Big W Law Attorney's invoice dated December 17, 2022 for services rendered November 16, 2022 through December 15, 2022 in the amount of \$2,100.00 . Funds to come from water/wastewater revenues.

Prepared By: **Teresa Herzog**

Date: **December 28, 2022**

Approvals:



Administrator

Finance

Technical Support



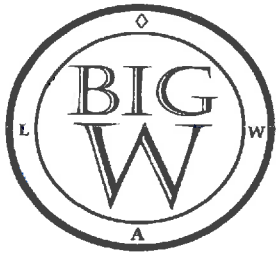
Water Operations



Wastewater Operations

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

ATTACHMENTS: **The Big W Law Attorney's invoice dated December 17, 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 12/20/2022
by EWD @ 7:46 AM T. Herzog

Statement Date: 12/17/2022
Statement No. 30367
Account No. 8.0000

Englewood, FL 34223

Legal Services
PO 55958

FOR PROFESSIONAL SERVICES RENDERED

			Rate	Hours	
11/16/2022	RHB	Email with Mr. Burroughs; Review Charlotte Sun Newspaper.	300.00	0.25	75.00
11/22/2022	RHB	Email with Ms. Herzog.	300.00	0.25	75.00
11/23/2022	RHB	Email with Ms. Herzog; Review agenda.	300.00	0.25	75.00
11/28/2022	RHB	Email with Ms. Krusch; Prepare Audit Letter; Email with Commissioner Moran.	300.00	1.00	300.00
11/29/2022	RHB	Email with Ms. Herzog.	300.00	0.25	75.00
11/30/2022	RHB	Email with Ms. Wheaton; Review SaaS agreement; Telephone conference with Ms. Wheaton.	300.00	0.50	150.00
12/01/2022	RHB	Prepare for and attend Board of Supervisors Meeting; Review letter from Public lands; Email with Ms. Herzog.	300.00	1.50	450.00
12/02/2022	RHB	Email with Ms. Hawkins; Email with Mr. Benedict.	300.00	0.25	75.00
12/05/2022	RHB	Email with Mr. Benedict; Email with Ms. Hawkins.	300.00	0.25	75.00
12/06/2022	RCB	Attorney review of Libor Transition documents.	300.00	1.50	450.00
	RHB	Email with Mr. Benedict.	300.00	0.25	75.00
12/07/2022	RHB	Prepare Sunshine Law powerpoint presentation; Email with Ms. Herzog.	300.00	0.25	75.00
12/12/2022	RHB	Email with Mr. Burroughs.	300.00	0.25	75.00
12/13/2022	RHB	Email with Mr. Burroughs.	300.00	0.25	75.00
		For Current Services Rendered		7.00	2,100.00

Englewood Water District
 Account No. 8.0000
 RE: Legal Services

Statement Date: 12/17/2022
 Statement No. 30367

Recapitulation			
<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Robert Benedict	1.50	\$300.00	\$450.00
Robert Berntsson	5.50	300.00	1,650.00

PREVIOUS BALANCE \$1,200.00

Total Current Work 2,100.00

Payments

Total Payments for 12/15/2022 -1,200.00

Balance Due \$2,100.00

Billing History					
<u>Fees</u>	<u>Hours</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
89,412.50	370.01	0.00	7.80	0.00	87,320.30

BOARD AGENDA ITEM SUMMARY 7c

MEETING DATE: **January 5, 2023**

SUBJECT: **Ratification of Elected Officers**

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPARTMENT: **Administration**

ITEMS: **Ratification of elected Officers; Mr. Meals as Chair and Mr. Stern as Vice-Chair.**

PURPOSE / JUSTIFICATION: **To ratify the officers elected at the December 1, 2022 Board of Supervisors Meeting.**

MOTION: **To ratify the elected Officers; Mr. Meals as Chair and Mr. Stern as Vice-Chair as designated at the December 1, 2022 Board of Supervisors Meeting.**

Prepared By: **Teresa Herzog**

Date: **December 7, 2022**

Approvals:



Administrator

Finance

Technical Support



Water Operations



Wastewater Operations

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

Attachment: **None**

BOARD AGENDA ITEM SUMMARY 7d

MEETING DATE: January 5, 2023

SUBJECT: Ratification of CY'23 Board Meeting Schedule & CY'24 Annual/Organizational Meeting

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPARTMENT: **Administration**

ITEMS: **Ratification of the Schedule of Regular Meetings for Calendar Year 2023 and the Annual/Organizational Meeting of 2024 as approved at the December 1, 2022 meeting.**

PURPOSE / JUSTIFICATION: **This is ratification of the CY'23 Board Meeting Schedule & CY'24 Annual/Organizational Meeting as approved at the December 1, 2022 meeting.**

MOTION: **To accept the Schedule of Regular Meetings for Calendar Year 2023 and the Annual Meeting of 2024 as approved at the December 1, 2022 meeting.**

Prepared By: **Teresa Herzog**

Date: **December 7, 2022**

Approvals:



Administrator

Finance

Technical Support



Water Operations



Wastewater Operations

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

Attachment: **Approved Meeting Schedule**



Board of Supervisors

Taylor Meals., Chair
Robert C. Stern, Jr., Vice-Chair
Phyllis Wright
Sydney B. Crampton
Lani Gaver

Ray Burroughs
Administrator

**SCHEDULE OF MEETINGS
ENGLEWOOD WATER DISTRICT
BOARD OF SUPERVISORS
CALENDAR YEAR 2023**

The Englewood Water District hereby gives notice of Monthly Meetings commencing, unless otherwise noted, at 8:30 a.m., to be held in the Board Room 201 Selma Avenue, Englewood Meetings may continue from time to time and from place to place.

February 2, 2023

March 2, 2023

April 13, 2023

May 4, 2023

June 1, 2023

July 13, 2023

August 3, 2023

September 7, 2023

October 5, 2023

November 2, 2023

December 7, 2023

January 4, 2024-Annual & Organizational Meeting

The public is invited to attend

Englewood Water District
Board of Supervisors

Englewood Water District

201 Selma Avenue
Englewood, FL 34223-3443
Phone: 941-474-3217
Toll Free: 866-460-1080
Fax: 941-460-1025

Email: info@englewoodwater.com

Website: englewoodwater.com

BOARD AGENDA ITEM SUMMARY 8a

MEETING DATE: January 5, 2023

SUBJECT: Centennial Bank Signature Cards

CATEGORY: Consent Discussion Action Item

CONTACT PERSON: **Lisa Hawkins**

DEPARTMENT.: **Finance**

ITEM: **Update to the Centennial Bank signature cards and closure of the medical reimbursement account.**

PURPOSE / JUSTIFICATION: **As per the Florida Shores/Stonegate/Centennial Bank & Englewood Water District Master Banking Services Agreement dated January 5, 2012, it is necessary to update designated officials and their designees authorized to sign checks when staffing changes occur. Additionally, with changes to District accounting the medical reimbursement account is no longer used so staff recommends this account be closed.**

MOTION: **To make the following revisions to the operating account and close the medical reimbursement account**

Operating Account

Remove:

Steven Samuels

Add:

Lani Gaver

Keep:

Raymond A. Burroughs

Keith Randall Ledford, Jr.

Robert C. Stern, Jr.

Sydney B. Crampton

Phyllis E. Wright

Prepared By: **Teresa Herzog**

Date: **December 21, 2022**

Approvals:



Administrator

Finance

Technical Support



Water Operations



Wastewater Operations

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

Attachment: None

BOARD AGENDA ITEM SUMMARY

8b

MEETING DATE: January 5, 2023

SUBJECT: Centrifuge #3 Replacement Purchase

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Keith R. Ledford, Jr., P.E.**

DEPARTMENT: **Technical Support**

ITEM: **Centrifuge #3 Replacement Purchase**

PURPOSE / JUSTIFICATION: **Centrifuge #3 currently is a 125 gallons per minute (gpm) Peralisi Centrifuge that has been in service for approximately 10 years. The internal components of this unit have been rebuilt by operations staff approximately 5 times over the course of its life. The unit has reached its useful life; therefore, staff recommends replacing the older unit with a new unit.**

The three existing Centrifuges are all Peralisi and use the same type of electrical controls, chemical feed systems and polymer. To change to a different brand will require a duplicate non-matching set of controls and polymer products which would add to the cost and complexity of operating the unit. Therefore, EWD considers Peralisi a single source provider.

Staff is requesting the approval to purchase a new, 130 gpm Peralisi Centrifuge Decanter. Current lead times are approximately 210 days to ship from Italy.

FISCAL IMPACT: 625662-600-250

Budget Amendment Required: yes no

Amount Budgeted	\$	300,000.00
Year to Date Expenditure	\$	--0--
Total Expenditure:	\$	<u>180,000.00</u>
Remaining In Budget:	\$	120,000.00

MOTION: To authorize the Administrator to approve the purchase of a 130 gallon per minute Peralisi Centrifuge from Peralisi North America in the amount of \$180,000.00. Funds to come from wastewater revenues.

Prepared By: **Teresa Herzog**

Date: **December 16, 2022**

Approvals:



Administrator

Finance

Technical Support



Water Operations



Wastewater Operations

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

Attachment: **Peralisi Letter and Quote**



Englewood Water District
201 Selma Ave
Englewood, FL 34223
USA

Attn.: Mrs. Bee Ling Wheaton

Sanford, December 14th, 2022

Dear Mrs. Wheaton,

Herewith we would like to inform you that PIERALISI designs and manufactures solutions for sludge thickening and dewatering, with a large range of continuously innovated decanters and separators. The machinery is produced exclusively by PIERALISI Maip S.p.A. in Italy, following rigorous technical specifications and particularities, and are distributed by its branches and authorized reps or resellers around the world. The branch responsible for the distribution of PIERALISI products in the North American market is PIERALISI North America.

There are no competitors that can offer the unique line of equipment produced by PIERALISI or that can commercialize PIERALISI machines.

PIERALISI original spare parts are designed to guarantee superior reliability and durability of the equipment and are built with materials that meet the most stringent design and safety standards to safeguard the quality of the products processed by the customers.

PIERALISI will not be held responsible for parts not supplied by the company and this can drop its responsibility and warranty on the product, unless otherwise agreed between the parties.

For further information please don't hesitate to contact the Sales and Service Team. To place your order please call us: 513 275-4720 (info.northamerica@pieralisi.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Carol Pedracolli", with a long horizontal flourish extending to the right.

Carol Pedracolli
Office Manager
Pieralisi North America Inc.

Sanford, November 30, 2022

To: Chris Borovsky

City of Englewood

Email: cborovsky@englewoodwater.com

Offer: SNA 0141 – DECANTER PIERALISI JUMBO 3 HS BD in DUPLEX SS

Customer Reference: City of Englewood



(An indicative installation. Please note that photo can differ from proposed system)

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1. CONTACTS

CONTACT PIERALISI – SALES ENGINEER

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Email: marcelo.locatelli@pieralisi.com

CONTACT PIERALISI – SALES ENGINEER

Name: Shaiane Vicente

Telephone: +1 513-707-2946

Email: marcelo.locatelli@pieralisi.com

2. INTRODUCTION

Dear Sirs,

With reference to your request and available information, we confirm that, having to size a Centrifuge Decanter in according to the following project:

- Max Dry solids: 33 lbs/min
- Max Flow rate: 130 GPM
- Number of centrifuges: 1

We suggest our **JUMBO 3 HS BD DUPLEX SS PIERALISI**

We remain at your disposal for any kind of information you may need.

3. QUOTATION

<i>Pos.</i>	<i>Qty</i>	<i>Technical description</i>	<i>Price</i>
1)	01	Complete dewatering system, including: <ul style="list-style-type: none"> ▪ Decanter Jumbo 3 HS BD DUPLEX SS ▪ Feed pipe ▪ Feed hose ▪ Start-up commission for 5 days ▪ Control panel modifications/service* ▪ Manuals 	\$180,000.00
TOTAL			\$180,000.00

- If there is any part on the control panel to be replaced or changed, costs are not included.

4. SUMMARY SALE CONDITIONS

Delivery:	DDP (Costs to be added to invoice)
Packaging:	Our standard packaging.
Installation:	Not included
Commissioning and Start-up:	The offer for the decanter includes the labor for the start-up of the equipment for 5 days. The start-up must be carried out by Pieralisi technicians. The travel costs (lodging, food and transfer) of the technicians are at the customer's expense. In the need of a period longer than stipulated, our General Conditions of Technical Assistance will be presented to the customer.
Shipment:	210 days to ship from Italy
Payment:	<ul style="list-style-type: none"> ▪ 30% upon PO ▪ 30% prior shipment from Italy ▪ 30% at delivery NET30 ▪ 10% after startup – NET30 (within max. 90days from delivery invoice)
Warranty:	PIERALISI guarantees that the equipment will be in accordance with the contractual agreements in terms of its design and quality of materials. The warranty shall only cover defects in goods and services supplied by the seller. The warranty does not cover parts subjected to wear unless specifically agreed in writing. The warranty does not cover any consequential damages or claims resulting from goods or services supplied by the supplier or any third parties - authorized or otherwise. PIERALISI's warranty shall be limited to a period of 12 months from the date of commissioning with a maximum - in any event - of 18 months from delivery.
Validity:	This commercial proposal is valid until January 10 th , 2023.
Right to change:	PIERALISI reserves the right to change any details in the design and construction of the equipment in order to improve its characteristics and/or performance without prior notice to the customer.
Condition of ownership:	PIERALISI retains ownership of all goods and equipment delivered until it has received payment in full from the customer and all terms in the contract have been fulfilled.

NOT INCLUDED IN THE QUOTATION

- General brickworks
- Unloading and positioning decanter on working site
- Piping lines and their installation outside the battery limits of the PIERALISI scope of supply
- Electric installation outside the installation components
- Grounding connection, firefighting system and other safety system requested on site.
- Supply lines to the installation
- Construction and excavation operations
- Visits and inspections to check working site
- Insulation at site
- Machineries requested for the plant installation (crane, forklift....)
- Anything not mentioned

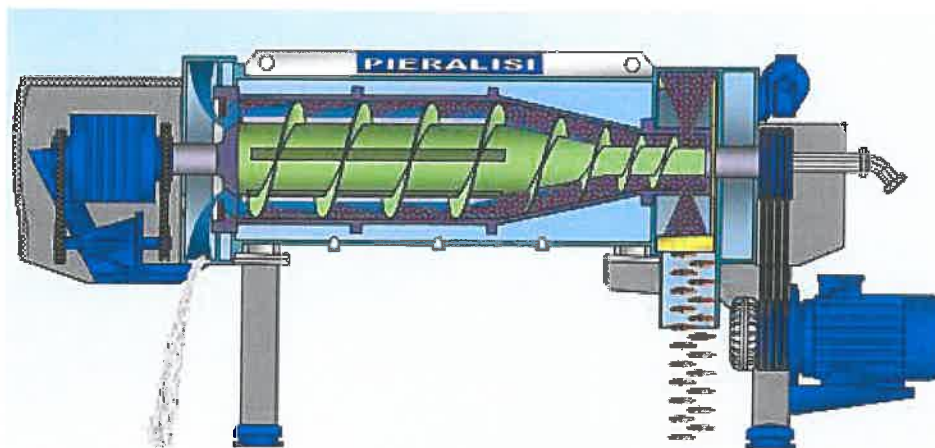
5. TECHNICAL PROPOSAL

EQUIPMENTS

- 01 (one) Centrifuge Decanter JUMBO 3 HS with Back Drive (differential speed)
- 01 (one) Feed Hose

OPERATION PRINCIPLE OF CENTRIFUGAL DECANTER – JUMBO 3 HS BD DUPLEX

- The centrifugal decanter is used to separate solid phase from liquid, dehydrating the solid and clarifying the liquid through the centrifugal force.
- The liquid to be clarified enters the machine through a horizontal tube coaxial to the main axis of the machine, and is thrown to the peripheral surface of the drum by the effect of the centrifugal force. The two separate phase outlets, pie and clarified liquid, are at opposite ends of the drum; the output of solids at the stem / conical end and that of the clarified liquid at the cylindrical end.
- The clarified liquid exits the drum through circular holes opened in a specially shaped ring. The level of the spillway is determined by a regulation ring placed in the desired diameter, in such a way that it determines the level of the liquid inside the drum. The choice of the diameter of the adjustment ring, and consequently, the level of the liquid ring, depends on the type of product to be treated and the results that are to be achieved. The solid product leaves the drum through radial holes in the trunk / tapered end of the drum and is thrown, by centrifugal force, into a collection chamber and directed to the solid discharge hopper, feeding the thread that takes the solid phase out of the machine or falling into a lower level bucket.



*illustrative picture

CENTRIFUGAL DECANTERS MUST BE EQUIPPED WITH:

- Exchangeable heads for discharging liquids and solids, allowing to change the height of the liquid in the machine, optimizing the results of dehydrating the cake and clarifying the liquid.
- Cylindrical chamber involving the stainless-steel drum, built in carbon steel plate with closed tubular structure with a minimum thickness of 8mm.
- Motorized solid scraper system with exclusive motor for the continuous discharge of dehydrated sludge from the centrifugal decanter chamber.
- The main drive system shall have an electric main motor and a belt drive system.
- The belt drive system shall consist of multiple V-belts to provide full load capacity and to withstand the full starting torque of the system.
- The main motor shall be rated by the motor manufacturer as having a noise level not exceeding 85 dBA (sound pressure) when measured at three (3) feet from the motor in any direction with all inlet and outlet openings closed.
- The main drive system shall include a variable frequency drive (VFD) for control and inrush amperage minimization.
- A second electric motor driving the internal auger, where the pulley transfers motion to the epicycloidal reduction gear, which runs in a oil bath with level switch.
- Open impeller for sludge entry, eliminating clogging problems.
- Wear protection made based on tungsten carbide in the peripheral areas of the thread, with application via spray robot.
- The O-rings are in Buna-N; the lip seals are in Buna-N.
- Vibration dampers on the 4 support feet of the equipment structure.
- Possibility of dismantling the rotor through the gearbox side, avoiding the need for benches.
- All parts that meet the sludge are stainless steel.
- Vibration sensor.
- Secondary motor – Back-Drive – creating differential speed between the Bowl and Scroll adjusted in the control panel.

MAIN TECHNICAL CHARACTERISTICS

Bowl diameter	19 inches
Bowl length	81 inches
Bowl length/bowl diameter	4.40
Maximum bowl speed	3750 rpm
Power installed in the main motor	60 HP
Power installed in the secondary motor	25 HP

DIMENSIONS AND WEIGHT

Length	154 inches
Width	63 inches
Height	71 inches
Static and Dynamic Weight	8140 lbs / 20350 lbs

CONSTRUCTION MATERIALS

Bowl	AISI DUPLEX SS
Screw extractor	AISI 316
Feeding tube	AISI 316
Liquid discharge chamber	AISI 316
Solid discharge chamber	AISI 316
External finish	Carbon steel
Support structure	Carbon steel

BOWL

- The bowl shall be centrifugally cast from Duplex stainless steel
- The pond depth in the centrifuge bowl shall be adjustable through the use of 316 stainless steel sliding weir plates at end of the bowl where liquid is discharged. Cake solids are discharged opposite from the liquid discharge.
- The bowl shall be manufactured with longitudinal ribs that shall prevent circumferential slippage of the sedimented solids and provide for the formation of a protective solids layer.
- The centrifuge bowl cover shall be constructed of 316 stainless steel

SCROLL

- The centrifuge shall include a 316 stainless steel horizontal cylindrical scroll conveyor
- The scroll conveyor shall be supported on oil lubricated anti-friction ball or roller bearings sealed from process contamination.
- Scroll conveyor is designed such that the feed is evenly discharged into the bowl and creating minimum disturbance to the pool for maximum settling of fine particles. The feed chamber wall assemblies shall be protected from abrasion.

BEARINGS

- Minimum life L10 of 100,000 hours
- All bearings shall have a minimum AFBMA L-10 lifetime rating of 100,000 hours at design operating speeds at 24 hours per day service. They shall be conservatively designed to withstand all stresses of the service specified.
- The main bearings shall be equipped with RTD type temperature sensors which monitor the temperature of the bearing race directly. The sensors shall be platinum ohm resistance type PT100.
- Bearings for the scroll shall be permanently grease lubricated OR oil filled
- Bearings for the motors shall be grease lubricated, ball or roller anti-friction type of standard manufacture.

FRAME AND HOUSING

- No concrete or fiber glass utilized.
- Stainless steel case capable of complete containment of odors
- Rotating assembly and bearings resting on a made of carbon steel

NOISE AND VIBRATION

- The vibration speed is less than 7 mm/s when measured under dry factory test conditions
- Noise level will not exceed sound pressure of 85dbA, measured at 1m of peripheral distance
- The centrifuge shall be equipped with a vibration monitoring system consisting of a minimum of two (2) vibration sensors, digital display, 4-20 mA outputs, alert alarm and danger alarms.

FASTENERS

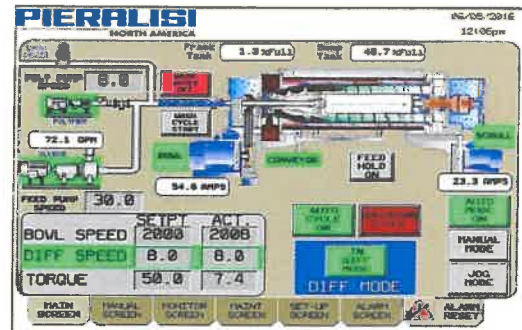
- All fasteners supplied with the centrifuge unit shall be corrosion-resistant and material shall be 304 stainless steel.

CONTROL PANEL

- Standard Pieralisi electrical board, dimensioned with all the necessary components for starting the Decanter motors, such as pushbuttons, signals, contactors, relays, and circuit breakers, containing a "display" with the following menus: drum rotation and Decanter thread, differential rotation, and hour totalizer. It has programs dedicated to the functions of protections against speeding and speed differential developed for better operation and safety of the equipment.

Standard electric control panel equipped with:

- Variable frequency drive for the main motor
- Variable frequency drive for back drive;
- PLC and 10" HMI touch screen;
- Automatic lubrication system for the main bearings;
- Continuous vibration and temperature monitoring system.



6. GENERAL TERMS & CONDITIONS of SALES (GTCS)

1. Agreement. These Standard Terms and Conditions (“Terms and Conditions”), together with any information or documents incorporated herein by reference, contain the entire and exclusive agreement (“Agreement”) between Pieralisi North America, Inc. (“Seller”) and Seller’s Buyer (“Buyer”). This offer expires sixty (60) days from its date unless goods are subsequently shipped by Seller and accepted by the Buyer. Notwithstanding anything in the foregoing to the contrary, if Buyer has heretofore made Seller an offer with respect to any goods (“Goods”) and/or services (“Services”) to be provided hereunder (collectively, “Items”), this Agreement shall not operate as an acceptance of the Buyer’s offer, but shall be deemed a counteroffer. Seller expressly limits and makes expressly conditional any acceptance by Buyer of an offer to these Terms and Conditions. Any terms proposed by the Buyer that are additional or contrary to these Terms and Conditions are hereby objected to unless Seller otherwise expressly agrees in writing.

2. Law. This Agreement shall be governed by and interpreted in accordance with the substantive (and not conflicts) laws of the State of Florida, U.S.A. The rights and obligations of the parties shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the related Convention on the Limitation Period in the International Sale of Goods. Other than for collection or equitable actions against Buyer, any cause of action arising hereunder or related in any way hereto shall be brought only in the federal or state courts of Seminole County, Florida and Buyer hereby irrevocably submits to the jurisdiction of such courts. Any action arising out of or related to this Agreement against Seller must be commenced within one (1) year from the date the right, claim, demand or cause of action shall first occur, or be barred forever. English is the official language of this Agreement and this Agreement shall be interpreted only in English.

3. Term. The term of this Agreement shall commence with the date hereof and continue until the completion of the Services or the delivery of the Goods, as applicable, unless this Agreement is terminated as provided in other provisions of this Agreement. In the event of expiration or termination hereof for any reason, Buyer shall continue to observe the limitations and restrictions set forth in Sections 2, 12-14, 16 and 20 hereof.

4. Delivery, Title, and Risk of Loss. All quoted delivery dates and/or periods are approximate. The delivery periods shall commence when Seller has acknowledged receipt of complete specifications and/or applicable documents required to effect shipment, such as letter of credit, import license, exchange permit, shipping instructions, etc. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated in this contract; and all such installments, when separately invoiced, shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Buyer of its obligations to accept remaining deliveries. Claims for shortages or other errors must be made in writing to Seller within thirty (30) days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Buyer. Notwithstanding the foregoing or the provisions of INCOTERMS, title to the Goods, and all accessories to or products or proceeds of the Goods, shall remain with Seller until payment in full of the purchase price and of other amounts owing by the Buyer. To the extent legal title to the Goods shall be deemed by law to pass to the Buyer at the time of delivery and prior to performance of all of the Buyer’s obligations hereunder, equitable title shall remain in Seller until payment in full of the purchase price and the Buyer shall grant, and by acceptance of the Goods shall be deemed to have granted, to Seller, a first security interest and charge in all Goods to secure payment of the purchase price and other amounts owing by the Buyer and performance of all the Buyer’s obligations under this contract. Seller may reclaim any Goods delivered to the Buyer or in transit if the Buyer shall fail to make payments when due.

5. Shipment. Seller shall deliver the Items Ex Works (Incoterms I.C.C. 2000). During shipment and during any return shipment to Seller, Buyer shall bear all risk of loss thereto, and carry adequate insurance, for any and all loss, damage or destruction. Any charges Seller may be required to pay or collect with respect to the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Goods shall be for the Buyer’s account. Method and route of shipment will be at the discretion of Seller unless the Buyer shall specify otherwise and any additional expense of the method or route of shipment specified by the Buyer shall be borne by the Buyer.

6. Returns. No Goods may be returned for credit without prior written approval, bearing a return authorization number, from Seller’s home office. Goods for which return is authorized must be shipped prepaid by Buyer as directed by Seller.

7. Storage. If the Goods are not shipped within fifteen (15) days after notification to the Buyer that they are ready for shipping, for any reason beyond Seller’s reasonable control, including the Buyer’s failure to give shipping instructions, Seller may store such Goods at the Buyer’s risk in a warehouse or yard or on Seller’s premises. In such event, (i) Seller shall notify Buyer of the placement of any Goods in storage, (ii) Seller’s delivery obligations shall be deemed fulfilled and all risk of loss or damage shall thereupon pass to Buyer, (iii) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller’s invoices therefor and its certification as to such cause, (iv) promptly upon submission of Seller’s invoices Buyer shall reimburse Seller for all expenses incurred by Seller, such as preparation for, and placement into storage, handling, storage, inspection, preservation and insurance, and (v) when conditions permit and upon payment of all amounts due hereunder, Seller shall assist and cooperate with Buyer in any reasonable manner with respect to the removal of any Goods which have been placed in storage. Buyer shall pay handling, transportation, and storage charges at the prevailing commercial rates on submission of invoices therefor.

8. Descriptive Literature and Modifications. Catalogues, product brochures, photographs, and other illustrations are a general representation of the products offered but shall not be taken as precise and shall not form part of this contract. Seller reserves the right to



make changes in design, specifications, or materials that in Seller's opinion are an improvement or necessary because of priorities or regulations established by governmental authority or nonavailability of materials from suppliers.

9. Price and Payment. Unless as otherwise agrees in the attached Confirmation, Buyer shall pay for the Items in U.S. Dollars at the prices and on the payment terms described on the front side hereof or separate cover attached. The prices for the Items covered by this offer are Seller's prices for such Goods and/or Services with (i) the exclusive Warranty or repair or replacement of defective Goods as found in Section 12 below, and (ii) the Exclusion of Consequential Damages and Disclaimer of Liability, as found in Section 13, below. If the Buyer desires for Seller to provide a greater or additional warranty and/or to be liable for some or all of the matters disclaimed in Section 12 or 13, and/or to be liable for consequential or incidental damages, then the Buyer must notify Seller before the Buyer accepts (or is deemed to accept) this offer pursuant to Section 1, in which event Seller will amend this offer to reflect higher sales prices reasonably compensating Seller for assuming that additional exposure. In the absence of such a notification, by accepting this offer the Buyer is accepting such limitations and disclaimers in exchange for the lower prices set forth herein. If stipulated on the face hereof or on the accompanying documentation that payment shall be "net 30," terms of payment are cash in full no later than thirty (30) days from the date of shipment, without discount. Payments not made when due shall bear interest at the rate of 1½% per month from date of shipment until paid in full. If, during the period of performance of an order, the financial condition of the Buyer is determined by Seller not to justify the terms of payment specified, Seller may demand full or partial payment in advance before proceeding with the work, or satisfactory security or guarantees that invoices will be promptly paid when due, or, at its option without prejudice to other lawful remedies, may defer delivery or cancel this contract. If delivery is deferred, the Goods may be stored as provided in Section 7 hereof and Seller may submit a new estimate of costs for completion based on prevailing conditions. If the Buyer defaults in any payment when due, or in the event any voluntary or involuntary bankruptcy or insolvency proceedings involving the Buyer are initiated by or against the Buyer, then the whole contract price shall immediately become due and payable on demand, or Seller, at its option without prejudice to its other lawful remedies, may defer, deliver or cancel this contract.

10. Taxes and Other Costs. All amounts payable hereunder are exclusive of all U.S. and foreign federal, state, local, municipal or other excise, sales, use, value-added, stamp, property or similar taxes and fees and all export or import fees, customs duties, tariffs or consular fees, now in force or enacted in the future. All such costs, duties, tariffs, taxes and fees shall be paid by Buyer unless Buyer provides a certificate of exemption or similar document exempting a payment from an applicable tax. If any government or body or similar authority determines that Seller is liable for any such costs, duties, tariffs, taxes and fees, then Buyer shall promptly reimburse Seller for any such liabilities paid by Seller.

11. Export Packing and Documents. Prices include Seller's standard commercial export packing which will vary depending on whether shipment is made by air or ship. The Buyer shall bear any additional expenses required to satisfy the Buyer's specifications. Packages will be marked in accordance with the Buyer's instructions and Seller shall furnish complete packing lists and such other information as may be necessary to enable the Buyer's agent to prepare documents required for export shipment. The Buyer shall supply Seller with all necessary information and assistance for the most expeditious clearance of each shipment. No shipping containers may be returned to Seller unless such return is accepted in advance by Seller in writing and unless all return freight is prepaid by the Buyer.

12. Warranties. Seller warrants Goods manufactured by it to be of the kind and quality specified or designated by Seller for a period of twelve (12) months from date of shipment. If within such period any such Goods shall be proved to Seller's satisfaction to be non-conforming, such Goods shall be repaired or replaced at Seller's option. Seller's warranty obligations shall be limited to such repair or replacement, shall be Buyer's sole and exclusive remedy hereunder and shall be conditioned on Seller's receiving written notice of any alleged non-conformity within ten (10) days after its discovery and, at Seller's option, return of such Goods to Seller's factory, Duty Paid. Any such non-conformity shall not be cause for the extension of the duration of the warranty specified in this Section 12. If such non-conformity cannot be corrected by Seller's reasonable efforts, the parties shall negotiate an equitable adjustment. The limited warranties contained in this Section 12 shall be valid and remain in effect only if: (i) the Goods are used, maintained, installed, stored and repaired by Buyer as directed by all applicable documentation; (ii) Buyer has paid Seller all sums due hereunder; (iii) Buyer has not in any way modified the Goods; (iv) the claim is unrelated to normal wear and tear, corrosion or erosion, or to any Good normally consumed in operation or that has a normal life inherently shorter than the applicable warranty period; (v) the claim is unrelated to the failure by Buyer to follow the most current instructions issued by the manufacturer with respect to the proper use of the Goods; (vi) the claim is unrelated to the negligence or act of Buyer or any third party; (vii) there has been no operation of the Goods under conditions more severe than those for which the Goods were designed; or (viii) the claim is unrelated to force majeure. With respect to equipment and parts not manufactured by Seller, Seller passes to Buyer the warranties provided by the manufacturer and Buyer shall have breach of warranty rights only against such third party. **THE FOREGOING WARRANTIES ARE EXCLUSIVE.** Except as warranted in this Section 12, **THE ITEMS ARE SOLD HEREUNDER AS IS, NO OTHER WARRANTIES APPLY TO THESE GOODS OR SERVICES, AND NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WHETHER IN RELATION TO MERCHANTABILITY, HIDDEN DEFECTS, FITNESS FOR PARTICULAR PURPOSE, COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, NONINFRINGEMENT OR OTHERWISE IS GIVEN BY SELLER TO BUYER OR ANY OTHER PARTY.** The exclusive remedy shall not be deemed to have failed its essential purpose so long as the Seller is willing and able to replace non-conforming Goods or issue a credit to the Buyer within a reasonable time after the Buyer proves to Seller that a non-conformity is involved.

13. Exclusion of Consequential Damages and Disclaimer of Liability. Seller's liability shall be limited as provided in Section 12 hereof. **SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES**

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ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; AND (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER ANY OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO. SELLER SHALL NOT UNDER ANY CIRCUMSTANCE BE RESPONSIBLE TO THE BUYER OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE, INDIRECT, SPECIAL, ORDINARY, EXEMPLARY, CONSEQUENTIAL OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFIT OR USE OR COST OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE), ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREUNDER. UNDER NO CIRCUMSTANCES SHALL SELLER'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO ANY WARRANTY CLAIMS HEREUNDER), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL

AMOUNT PAID BY BUYER TO SELLER HEREUNDER (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN SUCH ACTION). Without limiting the generality of the foregoing, Seller specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, facilities, or services, downtime, shut-down, or slowdown costs, spoilage of material, or for any other types of economic loss. If Buyer transfers title to, or leases the Items sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording Seller and its subcontractors and suppliers the protection of the preceding sentence. If Seller furnishes Buyer with advice or other assistance which concerns any Good supplied hereunder or any system or equipment in which any such Good may be installed and which is not required by the terms of this instrument or pursuant to any agreement resulting herefrom, the furnishing of such advice or assistance shall not subject Seller to any liability, whether in contract, warranty, tort (including negligence or patent infringement) or otherwise.

14. Safety and Indemnification. Buyer shall employ and maintain any and all safety guards, devices, warning signs, and features, and provide all warnings and instructions, which are required by law. Buyer in its use of the Good shall comply with all present and future statutes, laws, ordinances, regulations and/or guidelines of any applicable jurisdiction or agency, including without limitation, the Occupational Safety and Health Act of 1970, as amended. Buyer shall ensure that its personnel are, at all times, educated and trained in the proper use and/or operation of the Good(s) and that the Good(s) are used in accordance with any and all applicable manuals, documentation, and instructions. Buyer shall indemnify, defend and hold Seller harmless from and against all claims, damages, losses, judgments, fees, expenses and costs, including attorneys' fees, as incurred, arising out of or resulting from Buyer's failure to comply with this Section or in any way related to the matters contained in Sections 5-7, 10, 16, and 20(f) and (h) and hereof.

15. Force Majeure. Neither party shall be liable for failure or delay in the performance of any of its obligations under this Agreement, except obligations for the payment of money, if such delay or failure is caused by circumstances of force majeure, including but not limited to any act of God, embargo or other governmental act (including failure to act), regulation or request, fire, accident, strike, slow-down, war (declared or undeclared), riot, sabotage, epidemics, port congestion, delay in transportation, delayed delivery by suppliers, and inabilities due to causes beyond Seller's reasonable control to timely obtain either necessary and proper labor, materials, components, facilities, energy, fuel, transportation, governmental authorizations or instructions, material or information required from the Buyer. The foregoing shall apply even though any of such causes exists at the time of the order or occurs after Seller's performance of its obligations is delayed for other causes. Notwithstanding the foregoing, in the event that any delay or failure identified in this Section 15 continues for sixty (60) consecutive days, the party adversely affected by such delay may cancel this Agreement upon written notice to the other party. In the event of termination of this Agreement, Buyer shall be obligated to pay for all Items already provided. In the event Seller elects to so cancel the order, Seller shall be released from all liability for failure to deliver the Goods, including, but not limited to, any and all claims on behalf of the Buyer for lost profits, or for any other claim of any nature that the Buyer may have. Should any event of force majeure occur, Seller, at its option, may cancel the Buyer's order with respect to any undelivered Goods or extend the delivery date for a period equal to the time lost because of delay. Notice of such election shall be given promptly to the Buyer. If shipping or progress of the work is delayed or interrupted by the Buyer, directly or indirectly, the Buyer shall pay Seller for all additional charges resulting therefrom. Claims for shortages or other errors must be made in writing to Seller within thirty (30) days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Buyer.

16. Technical and Other Confidential Information. Any sketches, models, samples, or designs submitted by Seller shall remain the property of Seller and shall be treated as confidential information unless the Seller has in writing indicated a contrary intent. No use or disclosure of such sketches, models, and samples, or any design or production process or techniques revealed thereby, shall be made without the express prior written consent of the Seller.

17. Buyer's Property. Any property of the Buyer placed in Seller's custody for performance of this contract is not covered by insurance, and no risk is assumed by Seller in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder, or any accident beyond the reasonable control of the Seller.

18. Separability. If any provision or portion thereof of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, IS



INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH. The remaining provisions shall be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose of the Agreement. Buyer waives any governmental immunity, if applicable, to any and all causes of action.

19. Breach. In the event either party hereto should breach any of the material terms and conditions of this Agreement, the aggrieved party shall notify the other party. The offending party shall thereafter have ten (10) business days to correct the identified deficiency. In the event such deficiency is not rectified to the satisfaction of the aggrieved party, then the aggrieved party shall be entitled to declare the Agreement null, void and of no further force and effect. In the event of the termination hereof for any reason, Buyer shall be obligated to pay Seller for all Goods and Services already provided.

20. Miscellaneous.

(a) Neither Seller nor Buyer shall directly or indirectly induce any employee or agent of the other party to leave the employ of the other, without the other party's prior written consent.

(b) None of the provisions of this Agreement shall be deemed to have been waived by any act of or acquiescence on the part of Seller, its agents, subcontractors, or employees, but only by an instrument in writing signed by an authorized representative of Seller. No waiver by Seller of any provisions of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

(c) It is expressly declared that this Agreement and the relationship between the parties hereby established do not constitute a partnership, joint venture or agency arrangement between them.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Buyer may not assign its rights or obligations under this Agreement in any way without the prior written consent of Seller. Seller may use subcontractors as it deems necessary.

(e) This Agreement may be amended only in writing signed by each of the parties hereto. Terms on the front side hereof or under separate cover attached supersede any conflicting provision on this side hereof.

(f) If the Buyer attempts to use, copy, disclose, or transfer any portion of the Confidential Information in a manner contrary to the terms of this Agreement or in derogation of Seller's rights, whether those rights are explicitly stated, determined by law, or otherwise, Seller shall have the right, in addition to any other legal remedies available, without the posting of a bond, to injunctive relief enjoining such acts, it being acknowledged by Buyer that all other remedies are inadequate and cumulative.

(g) All notices required to be given hereunder shall be in writing. Notices shall be considered delivered and effective upon receipt when sent by telecopy with proof of reception or by registered or certified mail postage pre-paid, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice to the other, may change the address to which future notices shall be sent.

(h) Buyer shall not, directly or indirectly, export or transmit any Goods covered by this Agreement to any country to which such export or transmission is restricted by applicable regulations or statutes of the United States or any agency thereof, without the prior written consent of the U.S. Department of Commerce, Washington, D.C. 20230 and of any other required governmental agency. Buyer covenants that neither the Goods nor the Services are intended for any nuclear use or chemical or biological weapons production.

(i) Should any act or omission of Buyer cause delays and/or an increase or decrease in the cost of Seller's performance of this Agreement, an equitable adjustment to the timetable and/or amounts due under this Agreement shall be made. Upon its awareness of such act or omission affecting the schedule and/or costs, Seller shall file a written claim with the Buyer.

(j) Buyer and Seller agree to designate in writing one person, acceptable to the other party, to represent such party with due authority in all dealings with the other party hereto.

21. If there is a conflict between information presented in the formal sales proposal and any covenant in the herein Terms and Conditions, the sales proposal always supersedes these terms and conditions, and all and only the herein covenants that are subject of the conflict automatically decay.

Sanford, November 30, 2022.

City of Englewood

.....

BOARD AGENDA ITEM SUMMARY

8c

MEETING DATE: January 5, 2023

SUBJECT: Mobile Air Compressor Replacement

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Dewey Futch**

DEPARTMENT: **Distribution**

ITEM: **Authorization for the purchase of one (1) mobile air compressor for the Distribution Department per Quote # PCD74996 from Doosan Portable Power in the amount of \$32,295.00.**

PURPOSE / JUSTIFICATION: **This mobile air compressor will replace an air compressor that was purchased in 1996 which is used to bore underground when installing a water service beneath a road. Cost exceeds the Administrator's \$25,000.00 authority.**

Funds in account # 500640-531-101 Tools/Equip

Budget Resolution Required: yes no

Amount Budgeted: \$ 62,500.00

Year to Date Expenditures: \$ 22,943.00

Total Expenditures Required: \$ 32,295.00

Remaining in Budget: \$ 7,262.00

MOTION: **To authorize the purchase of one (1) mobile air compressor for the Distribution Department per Quote # PCD74996 from Doosan Portable Power in the amount of \$32,295.00; piggybacking Florida Sheriff's Association Contract FSA 20-EQU18.0 Heavy Equipment. Funds to come from water revenues.**

Prepared By: **Teresa Herzog**

Date: **December 28, 2022**

Approvals:



Administrator

Finance

Technical Support



Water Operations



Wastewater Operations

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

ATTACHMENTS: **Doosan Portable Power Air Compressor Quote and Spec Sheet**



Clark Equipment Company

250 East Beaton Drive
 West Fargo, ND 58078
 Phone: 704-883-3500
 Fax: 704-883-3770
 www.doosanportablepower.com

COMPANY:	ENGLEWOOD WATER DISTRICT		DATE:	12/28/2022
CONTACT:	BEE LING WHEATON		CUST. PO#	QUOTE
ADDRESS:			CUST. ACCT. #	
CITY, ST, ZIP:		FL	PHONE #	941-460-1014
EMAIL:	bwheaton@englewoodwater.com		QUOTE #	PCD74996

SHIP TO:			FOB:	Statesville, NC
ADDRESS:			PREPAID: ()	
CITY, ST, ZIP:			COLLECT: ()	

ITEM #	DESCRIPTION	LIST PRICE	FSA PRICE
	P185/HP150WDO-T4F (BASE UNIT) INCLUDES FREIGHT TO FL	\$ 38,770.31	\$ 24,813.00
	XP185/VHP165WDO-T4F (UPGRADE)		\$ 2,432.00
46839706	SERVICE AIR, SINGLE HOSE REEL W/ 100FT HOSE	\$ 1,642.19	\$ 1,051.00
46731085	RUNNING REAR, STD AXLE W/ ELEC BRAKES AND 7 PIN RV CONNECTOR	\$ 1,046.88	\$ 670.00
46743305	OILER, 2 QT	\$ 784.38	\$ 502.00
46743310	COUPLER MOUNT, STANDARD ADJUSTABLE HEIGHT	\$ 618.75	\$ 396.00
46743309	LIGHTS, LED 4 LIGHT COMBO	\$ 175.00	\$ 112.00
46732885	DRAWBAR, STANDARD SHIP DOWN	\$ -	\$ -
46739785	BUMPER, REAR	\$ 257.81	\$ 165.00
46732900	JACK, PNEUMATIC WHEEL	\$ 275.00	\$ 176.00
46830892	CONTROL PANEL, WITH 4KW GENERATOR W/ FUEL SENDER	\$ 2,425.00	\$ 1,552.00
46832055	ENCLOSURE, GENERATOR BEIGE	\$ -	\$ -
	** DEALER INSTALLED WATER SEPERATOR ****		\$ 426.00
	FREIGHT TO FL (FROM FACTORY IN STATESVILLE, NC)		INCLUDED
	DELIVERY BY FL DISTRIBUTOR (PINNACLE CENTRAL , POLK CITY)		INCLUDED
	FSA CONTRACT FSA20-EQU18.0: Heavy Equipment		
	Lead time: 46 weeks -48 weeks . (Nov 2023)		
	TOTAL EACH		\$ 32,295.00

CUSTOMER SIGNATURE:	QTY	\$ 1
* Availability subject to change. Please confirm lead time before ordering.	ORDER TOTAL	\$ 32,295.00

IF TAX EXEMPT, FURNISH TAX EXEMPTION CERTIFICATE FOR IR FILES

MEMO: Please note that the leadtime is subject to change.

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

Unless otherwise expressly notified by Doosan Infracore Portable Power (DIPP), in writing, all of CUSTOMER'S order acknowledgments by DIPP and all sales made by DIPP to CUSTOMER shall be governed by these general terms and conditions of sale, which supersede and replace, in all respects, any general terms and conditions of purchase proposed by CUSTOMER. DIPP hereby gives notice of its objection to any additional or different terms included in any purchase order or other form submitted by CUSTOMER. Such additional or different terms shall not be included in this contract.

2. PRICES

(a) Unless otherwise specifically stated by DIPP, prices are in accordance with DIPP's price list in effect at the time of delivery, in U.S. dollars, and do not include the cost of special packing, insurance fees, taxes or duties, or any other charges which may be applicable to the sale, export or import of the goods.
(b) All prices are subject to alteration to conform with the published prices in effect at the date of delivery. Such prices are subject to increase by DIPP at any time upon thirty (30) days notice.

3. SHIPMENT

(a) Unless specified by CUSTOMER, DIPP shall select the method of transportation, including place or places of storage, if necessary, in accordance with the shipping conditions current at the time of or during shipment. Upon CUSTOMER'S request and subject to availability, DIPP will arrange to obtain ocean freight space, marine insurance (which shall include standard warehouse to warehouse coverage), war risk insurance and forwarder's services. All such charges shall be payable by CUSTOMER.
(b) All shipments are made for CUSTOMER'S account. If shipments are delayed because of delayed payments or insufficient or delayed shipping instructions from CUSTOMER, CUSTOMER shall be charged for storage costs beginning one month after DIPP's notice that the PRODUCTS ordered are ready for shipment and, if PRODUCTS are stored in DIPP'S factory, such charge shall be not less than one-half percent (1/2%) per month of the amount invoiced.
(c) Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof, as shipments are made and invoices rendered.
(d) Claims for shortages must be made by CUSTOMER immediately upon receipt of goods.

4. DELIVERY DATE

(a) All dispatch, shipping and delivery dates are estimates only and all such estimates are given on the understanding that CUSTOMER will promptly give all necessary instructions or information to DIPP, including satisfactory assurance to DIPP that CUSTOMER will be able to comply with the agreed terms of payment.
(b) DIPP shall not be liable for loss or damage due to delay in delivery or manufacture resulting from any cause beyond DIPP'S reasonable control, including but not limited to: compliance with any government regulations or orders, acts of God, acts or omissions of CUSTOMER, fire, strikes, and factory shut-down. Any delay resulting from any such cause shall constitute cause for extended delivery dates and shall not entitle CUSTOMER to cancel its order.

5. TITLE AND RISK OF LOSS

Title and risk of loss or damage to the PRODUCTS shall pass to CUSTOMER upon tender of delivery F.O.B. DIPP'S manufacturing facility, even if transportation or shipping costs are payable by DIPP, unless otherwise agreed upon by the parties, except that a security interest in the PRODUCTS shall remain in DIPP, regardless of mode of attachment to realty or other property, until full payment has been made herefore. CUSTOMER agrees upon request to do all things and acts necessary to perfect and maintain such security interest and shall protect DIPP'S interest by adequately insuring the PRODUCTS against loss or damage from any cause wherein DIPP shall be named as a loss payee.

6. WARRANTY

DIPP warrants each new PRODUCT sold by it hereunder shall be free from defects in material and workmanship for the periods of time specified in the applicable warranties of DIPP for such PRODUCTS, which are incorporated herein by reference. This warranty shall be conditioned upon:

(a) The return of the defective parts (transportation charges prepaid), if DIPP so desires; and
(b) Recognition by DIPP of the warranty claims as justified.

The warranty does not cover normal wear and tear, damages due to overloading or other misuse or due to negligence in service or maintenance, climatic influence or acts of God, nor does the warranty apply to machines or accessories or attachments which have been repaired or altered without DIPP'S consent.

DIPP'S obligation under the warranty is expressly limited to the replacement or repair of such part or parts which have proven to be defective.

DIPP does not bear any transportation costs of parts or assemblies in connection with warranty service.

Parts and accessories used in the PRODUCTS, but not manufactured by DIPP, shall be subject to the warranty regulations of the manufacturer.

THE FOREGOING WARRANTY IS EXCLUSIVE. DIPP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DIPP SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF BUSINESS, LOST PROFITS AND LOSS OF USE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF DIPP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF DIPP WITH RESPECT TO THE PRODUCTS FURNISHED HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS UPON WHICH SUCH LIABILITY IS BASED.

7. ASSIGNMENT

DIPP may assign any contract of sale, any individual right thereunder or the receivable resulting therefrom, to any third party without CUSTOMER'S consent.

8. PAYMENT

(a) Except as otherwise agreed, standard terms of payment shall be cash or a confirmed irrevocable letter of credit (to be confirmed at a bank acceptable to DIPP), for the entire purchase price payable in full upon delivery of the PRODUCT. Any deviation from such

standard payment terms shall be subject to DIPP'S credit approval with respect to the terms of any credit or deferred payment.

(b) In the event of CUSTOMER failing to pay the full amount due on the stated maturity date, CUSTOMER shall pay to DIPP late interest on the unpaid portion of the purchase price at the annual rate of 2% over the prime rate as established by the Federal Reserve in effect on the date of the unpaid invoice for CUSTOMERS located in the United States, Canada or Mexico and five percent (5%) over London Interbank Rate (LIBOR) in effect on the date of the unpaid invoice for all other CUSTOMERS.

(c) It is expressly agreed that in case of nonpayment or delayed payment, the amount due is automatically increased by ten percent (10%) as liquidated damages, in addition, all legal costs (including attorney's fees) incurred by DIPP as a result of CUSTOMER'S nonpayment or delayed payment shall be borne by CUSTOMER.

(d) If, prior to payment, CUSTOMER'S financial position is, in DIPP'S reasonable judgment, deteriorating, DIPP shall, upon its request be granted adequate security.

(e) CUSTOMER alleging a counterclaim may not withhold payment or offset against payments owed to DIPP, unless CUSTOMER'S counterclaim is undisputed by DIPP or adjudicated by a final court decision.

(f) If, in the event of an installment sale, CUSTOMER should fail to pay one of the installments within eight (8) days after the stated maturity date, the outstanding aggregate balance shall accelerate and fall due immediately.

(g) DIPP may, in its sole discretion, accept drafts, bills of exchange, promissory notes or other negotiable payment instruments in lieu of payment; however, they constitute payment only when honored by CUSTOMER. Fees and taxes incurred in connection with such instruments or a protest thereof shall be borne by CUSTOMER. In case such instruments are protested or turn out not to be rediscountable, DIPP may return them to CUSTOMER and demand immediate cash payment.

(h) DIPP reserves the right to allocate payments made by CUSTOMER against any amounts due from DIPP'S business relations with CUSTOMER, irrespective of the purpose of the payment stipulated by CUSTOMER.

9. EXPORT AND RESALE RESTRICTIONS

CUSTOMER will not sell or export the PRODUCTS, or knowingly sell the PRODUCTS for export, to persons or territories prohibited by the export laws of the United States of America.

10. NO WAIVER

No waiver, modification or addition to any of the above terms and conditions will be binding, unless in writing by DIPP, and no waiver of one breach will operate as a waiver of any subsequent breach.

11. CHOICE OF LAW AND JURISDICTION

These terms and conditions shall be construed, and the legal relations between CUSTOMER and DIPP shall be determined, in accordance with the substantive laws of the State of North Carolina for CUSTOMERS located in the United States, Canada or Mexico and in accordance with the substantive laws of Ireland for all other CUSTOMERS, except that any rules with respect to conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. All disputes arising in connection with any order by any CUSTOMER located in the United States, Canada or Mexico hereunder shall be finally settled by arbitration conducted in Charlotte, North Carolina under the Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with such rules. All disputes arising in connection with any order by all other CUSTOMERS hereunder shall be finally settled by arbitration conducted in Dublin, Ireland under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules.

12. CANCELLATION

CUSTOMER may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement with DIPP as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by DIPP, and CUSTOMER shall indemnify DIPP against any loss resulting therefrom.

13. PATENTS AND TRADEMARKS

DIPP shall defend, or in its sole discretion, effect settlement of any litigation or claim brought against CUSTOMER so far as based on a contention that any PRODUCT of DIPP'S design sold to CUSTOMER by DIPP constitutes an infringement of any patent, or on a contention that the DIPP trademarks infringe upon the rights of third parties, provided that DIPP is notified promptly in writing of such litigation or claim and is given the authority, information and assistance (at DIPP'S expense) reasonably requested by DIPP for the defense or settlement of same. In such event DIPP shall pay any final and non-appealable judgment and any costs awarded against CUSTOMER in any such litigation to the extent such judgment or costs relate solely to such alleged patent or trademark infringement. The foregoing states the entire liability of DIPP for patent and trademark infringement by any PRODUCT. CUSTOMER agrees to hold DIPP harmless from all liability and litigation expense based upon alleged infringement of any patent or other intellectual property right resulting from equipment added to or changes made in PRODUCTS after they have left DIPP'S plant or based on designs furnished by CUSTOMER.

14. SPECIFICATIONS AND IMPROVEMENTS

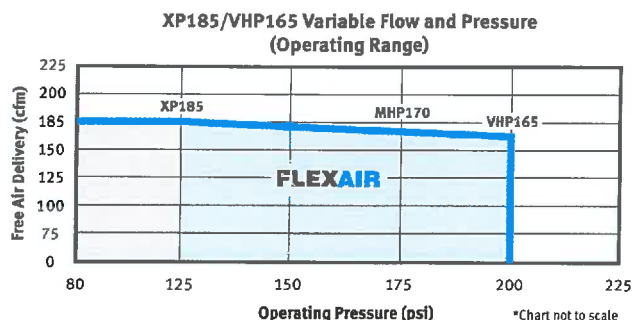
Unless expressly otherwise provided, DIPP'S specifications concerning PRODUCTS are subject to change by DIPP in the course of manufacture without notice to CUSTOMER. It is DIPP'S policy to constantly strive to improve its PRODUCTS. DIPP therefore reserves the right to make changes in design and other changes whenever DIPP believes its PRODUCTS will be improved thereby, but without any obligation to incorporate any such changes retroactively.

15. TOOLS

The title and right to and possession of any tools, dies, jigs, fixtures or patterns shall remain in DIPP, whether or not the cost, or any part thereof, is charged to CUSTOMER, unless DIPP otherwise specifically agreed in writing.

XP185/VHP165WDO-T4F

Model	XP185/VHP165
COMPRESSOR ROTARY SCREW/SINGLE-STAGE	
Rated Free-Air Delivery – cfm (m3/min)	185 (5.2)
Rated Operating Pressure – psig (bar)	125 (8.6)
Pressure Range – psig (bar)	80 – 200 (5.5 – 13.7)
Doosan FlexAir Flow Range*	184 – 165 (5.2 – 4.7)
Air Discharge Outlet NPT Size – in (mm)	0.75 (19)
Air Discharge Outlet Quantity	2
Fuel Tank Capacity – gal (L)	34.5 (130.6)
ENGINE	
Make/Model	Doosan D24
Emissions Tier Level	Tier 4 Final (T4F)
Number of Cylinders	4
Displacement – cu in (L)	147 (2.4)
Rated Speed – rpm	2550
Idle Speed – rpm	1400
Bhp @ Rated Speed (kW)	74 (55.2)
Electrical – volts	12
Hours of Operation @ Full Load	11
DIMENSIONS WITH RUNNING GEAR	
Length – in (mm)	142.9 (3629)
Width – in (mm)	68.5 (1740)
Height – in (mm)	67.5 (1715)
Track Width – in (mm)	60 (1524)
Tire Size – in	15
Shipping Weight – w/o fuel – lb (kg)	2353 (1067)
Working Weight – w fuel – lb (kg)	2594 (1176)
DIMENSIONS WITHOUT RUNNING GEAR	
Length – in (mm)	94.6 (2403)
Width – in (mm)	49.3 (1252)
Height – in (mm)	56.3 (1431)
Shipping Weight – w/o fuel – lb (kg)	2143 (972)
Working Weight – w fuel – lb (kg)	2384 (1081)



*See Doosan FlexAir Flow vs. Pressure chart for flow at given pressures

MAKE POWER MOVES.

DoosanPortablePower.com | 800.633.5206

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BOARD AGENDA ITEM SUMMARY

8d

MEETING DATE: January 5, 2023

SUBJECT: South WRF Headworks/Drying Bed Project

CATEGORY: Consent Discussion Action

CONTACT PERSON: Keith R. Ledford, Jr., P.E.

DEPARTMENT: Technical Support

ITEM: South WRF Headworks Direct Equipment Purchases

PURPOSE / JUSTIFICATION: **Two bids were received for the South WRF Headwork/Drying Bed Project but both were considerably higher than the Engineer's estimate. Staff is attempting to schedule a meeting with the low bidder to review their bid to see if there are any potential savings. Until that can be completed, staff is not ready to award the construction or engineering oversight portions of the project yet. Based on the current low bidder's cost, along with the required material purchases, a future budget amendment of approximately \$2,500,000 would be needed to fully fund the projects.**

As of now, the vendors for the direct equipment purchases have agreed to hold their pricing from August through January, but if not approved by then, these prices may increase. Therefore, staff believes it would be in the District's best interest to move forward with those purchases. The direct equipment purchases include the mechanical screen and compactor from Hydro-Dyne, the grit removal system from Veolia, and the master influent lift station pumps/equipment from Xylem.

FISCAL IMPACT:

Budget Resolution Required: yes no

Funds in Account: 625657-600-250 (CIP-South WRF New Headworks)

Amount Budgeted	\$	5,000,000.00
Year to Date Expenditures	\$	(338,442.00)
Open Purchase Orders	\$	(11,956.00)
Expenditure Required	\$	<u>879,340.00</u>
Remaining in Budget	\$	<u>3,770,262.00</u>

MOTION: **To authorize the Administrator to sign purchase orders for the WRF Headworks Projects from 1) Hydro-Dyne in the amount of \$320,000.00, 2) Veolia in the amount of \$366,746.00 and 3) Xylem in the amount of \$192,594.00. Funds to come from the CIP Budget.**

Prepared By: Teresa Herzog

Date: December 29, 2022


Approvals:



Administrator

Finance

Technical Support



Water Operations



Wastewater Operations

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

ATTACHMENTS: Hydro-Dyne Bid Proposal, Hydro-Dyne Screen Pricing Email, Veolia Proposal, Xylem Water Solutions USA, Inc.



ENGLEWOOD WATER DISTRICT BID OPENING

December 16, 2022 @ 2:30 p.m.

**Initial Bid Tabulation
RFB 2023 -133 South WRF Headworks Project**

VENDOR	DATE & TIME RECEIVED	UNIT PRICE BID TOTAL (\$)	ADDITIVE ALTERNATE A TOTAL (\$)	ADDITIVE ALTERNATE B TOTAL (\$)	BID TOTAL (\$)
PWC Joint Venture, LLC.	12/16/22 @ 1:24 p.m.	6,157,750	315,000	415,000	6,887,750
Poole & Kent	12/16/22 @ 1:59 p.m.	5,657,735	434,100	587,431	6,679,266

Teresa Herzog

From: Austin Moore <austin@tscjacobs.com>
Sent: Tuesday, December 20, 2022 3:49 PM
To: Keith Ledford
Subject: Hydro-Dyne Screen Pricing
Attachments: Englewood, FL - Bid Proposal - Hydro-Dyne - CFWC.pdf

Keith,

As discussed, Hydro-Dyne will continue to hold the pricing quoted above through January 2023. Let me know if there is anything additional you need from us at this time.

Regards,

Austin Moore

Mob: 813-300-7415 Off: 813-888-5556



11021 Countryway Blvd.

Tampa, FL 33626

www.tscjacobs.com



Tel: 813-818-0777 Fax: 813-818-0770

Represented Locally By:

TSC-Jacobs

Attn: Austin Moore

Number: (813) 300-7415

August 24th, 2022

Ref: Englewood, FL

Specification: 46 12 01

Hydro-Dyne Engineering Scope of Work 14544-9

Hydro-Dyne Engineering is pleased to offer this Scope of Work for the equipment detailed below in accordance to the specification(s) and addendum(s) stated above, and the attached Hydro-Dyne Engineering Terms and Conditions. Where clarifications to the specifications are necessary, they will be listed below.

Hydro-Dyne Specification Section	Description	Quantity
2.2	Center Flow Screen	1 EA
2.3	Washing Compactor with Enhanced Washing and Dewatering	1 EA
2.4	Spare Parts	1 LOT
2.5	Accessories	1 LOT
2.6	Electrical Controls and Ancillary Components	1 LOT
Total Price:		\$320,000

FREIGHT

F.O.B shipment point with freight costs included.

NOT INCLUDED

This scope of work is limited to the specification section(s) and addendum(s) referenced above. Any other documents are not included. Concrete work, installation, plumbing, wiring connections, valves, strainers, level sensor mounts, bonds, liquidated damages, and anything else not specifically detailed as included by the manufacturer in the specification above will be construed as NOT INCLUDED, whether or not inclusion is specifically acknowledged.

VALIDITY

Price quoted is firm provided:

1. Written acceptance is received at the factory within thirty (30) calendar days of the date of this offering.
2. Purchaser agrees to accept shipment 18 to 26 weeks from date of receipt of approved drawings and authorization to proceed with manufacture. Purchaser is allowed not more than 45 calendar days for review and return of submittals for approval.
3. Shipments delayed by the purchaser or his agents will be escalated at a rate of 1-1/2% per calendar month, compounded, of the value of the unshipped portion.

TAXES

Applicable sales or use taxes, fees, permits, and licenses are not included.

COMMISSIONING SERVICE & CUSTOMER TRAINING

- This service will not exceed one (1) trip and one (1) eight-hour working day.
- Each additional trip will be figured at \$2,000 and each additional day onsite will be figured at \$1,200. It is agreed and understood that all necessary utilities such as water, electric, air, etc. be connected and functional prior to the arrival of our servicemen.
- A complete job of checking, adjusting, etc. of the equipment and installation cannot be accomplished unless the plant is ready to operate at the time this service is to be performed.
- Our servicemen are non-union technicians and any extra cost for other assisting personnel as required by local union regulations is not included in this proposal.
- Advance notification of at least fifteen (15) working days prior to the date start-up service is required.

WARRANTY

The equipment and all appurtenances including, but not limited to: frame, supports, covers, and mechanisms manufactured by Hydro-Dyne Engineering are warranted for a period of 1 year against defects in materials and workmanship.

STANDARD PAYMENT TERMS AS QUOTED

25% upon receipt of approved shop drawings due before release for manufacture

25% upon completion for testing due before shipment

45% due 30 calendar days upon delivery

5% due upon completion of startup and approval of O&M manuals NOT to exceed 60 calendar days from date of delivery.

ALTERNATE PAYMENT TERMS ADDER OF 1.25% TO TOTAL PURCHASE ORDER

95% net due 30 calendar days upon delivery

5% net due upon completion of startup and approval of O&M manuals NOT to exceed 60 calendar days from date of delivery.

- Past due balances will be subject to a service charge of 1-1/2% per month on the unpaid balance and services, including shipping and startup, will not be scheduled until account is current.

CLARIFICATIONS TO THE SPECIFICATIONS

- Piping and valves not specifically called out within scope of supply, provided by others.
- Supports for sluice and discharge chute, provided by Hydro-Dyne
- Hydro-Dyne recommending slow closing solenoid valves for this application.
- Booster pump, provided by others.
- Manual bar rack, provided by others.

For additional information, please contact our local representative listed above or me personally.

Sincerely,
Scott Griffith

Hydro-Dyne Engineering Inc.
Terms & Conditions

1. ENTIRE AGREEMENT. This Agreement constitutes the complete agreement and understanding between Hydro-Dyne Engineering Inc. (“Seller”) and the purchase order issuer (“Purchaser”) with respect to the subject matter hereof and supersedes all prior solicitations, agreements, understandings and representations between the parties. This Agreement consists of these Terms and Conditions, Seller’s Scope of Work (the “SOW”), and Owner’s specifications (the “Owner Specs”). The SOW references the Owner Specs and provides clarifications and modifications to the Owner Specifications. If there is any conflict between the Owner Specifications and the SOW, the SOW shall control. Prior dealings, usage of the trade, and course of performance shall not be used to determine the meaning of this Agreement. Any terms and conditions included in Purchaser’s acceptance/purchase order that are in addition to or different from this Agreement shall have no force and effect and shall not be deemed to be part of this Agreement, except that the purchase price for the “Products” (as defined below) set forth in Purchaser’s acceptance/purchase order shall be deemed to be part of this Agreement unless Seller objects to the purchase price (and if Seller objects, a revised purchase price for the Products shall be mutually agreed between the parties and then listed in a revised acceptance/purchase order from Purchaser). Any agreement between the final equipment owner (“Owner”) and Purchaser (the “Prime Contract”) shall not be deemed to be part of this Agreement, Seller is not a party to the Prime Contract, and Seller is not required to comply with the Prime Contract.

2. DELIVERY. The SOW sets forth the delivery point(s) and delivery terms for delivery of the products expressly set forth in the SOW to be delivered to Purchaser under this Agreement (the “Products”). Seller shall not be liable to Purchaser or in breach of this Agreement if delivery does not occur by the dates set forth in the SOW as such dates are estimated delivery dates. If any delivery is or may be delayed by reason of Force Majeure (as defined in Section 10), Seller may at its option tender delivery to Purchaser at any point of manufacture and such shall constitute delivery for all purposes under this Agreement. If Purchaser fails to accept delivery when made by Seller, Purchaser shall promptly reimburse Seller for all costs associated with such failure, including costs of storage of the Products, regardless of whether some or all of the storage occurs at Seller’s facilities, and the storage location(s) shall be deemed to be the delivery point(s). If shipment is postponed at the request of Purchaser, as a result of delay in receipt of shipping instructions, or due to any other cause or reason other than the negligence or willful misconduct of Seller, payment of the purchase price for the Products by Purchaser shall be due on notice from Seller that the Products are ready for shipment, and the delivery point will then be the current location of the Products. Handling, moving, storage, insurance and other charges thereafter incurred by Seller with respect to the Products shall be for the account of Purchaser. Risk of loss shall pass to Purchaser at the delivery point.

3. TITLE. Seller shall retain all right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to Seller. Without limiting the foregoing, until Purchaser pays Seller the full purchase price for the Products, Purchaser grants to Seller a purchase money security interest in the Products. Purchaser authorizes Seller to file, with or without Purchaser’s signature, and Purchaser will cooperate fully with Seller regarding, any documents needed to perfect a security interest with the appropriate jurisdiction(s). The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass Seller’s interests until said drafts, notes and/or trade acceptances are paid in full.

4. PAYMENTS. The payment terms for the Products are set forth in the SOW, the purchase price for the Products shall be set forth in the manner described in Section 1 above, and other amounts owed for or relating to the Products (e.g., Taxes/Surcharges, as defined below) are set forth in these Terms and Conditions. Seller may at its option ship the Products in stages and if it does so Purchaser shall pay

Seller on a pro rata basis, as shipped, for the amounts then owed. If Purchaser fails to make a payment under or relating to this Agreement by the due date, interest at a rate of the lesser of the maximum rate allowed by law, and one and one half percent (1.5%) per month, calculated daily, shall apply from the due date for payment. Purchaser shall promptly pay Seller's attorneys' fees and all other expenses of Seller incurred in seeking to collect past-due amounts owed under or relating to this Agreement. The purchase price does not include any federal, state, local, or provincial sales, use, value-added, excises, or other taxes or any surcharges, or import fees or duties (collectively, "Taxes/Surcharges"). Seller shall list Taxes/Surcharges separately on each invoice, and Purchaser is responsible for paying all Taxes/Surcharges to Seller. Purchaser shall pay to Seller any amounts owed under this Agreement when due and Purchaser shall not be entitled to setoff or apply against any money due or claimed to be due from Seller to Purchaser on account of any other agreement, transaction or claim unless Seller agrees in writing to be responsible and liable on each such occasion.

5. WARRANTY.

a. Solely for the benefit of Purchaser, Seller warrants that the portion of the Products that are both designed and manufactured by Seller (the "Warranted Parts") shall be free from defects in material and workmanship for the "Warranty Period", which (a) shall begin on the "Warranty Period Commencement Date". The Warranty Period Commencement Date shall be the earlier of (1) ninety (90) days from the date of delivery of the Warranted Parts, and (2) the date the Products are beneficially occupied by the Seller. The Warranty Period Length shall be documented by the SOW. Notwithstanding the foregoing, if the Warranted Parts are delivered in stages, then the Warranty Period described above shall apply on a per stage basis.

b. If any of the Warranted Parts fail to comply with the Warranty during the Warranty Period, Purchaser notifies Seller of such failure during the Warranty Period (and no later than five (5) days after Purchaser discovers the non-compliance), Purchaser is at the applicable time in full compliance with this Agreement, and none of the exclusions set forth in Section 5(c) apply, Seller shall repair or replace, at its option, free of charge to Purchaser (other than that of labor to remove and install equipment or parts, shipping and freight charges), at Seller's location or other location that Seller designates, any Warranted Part, or the relevant portion thereof, that examination by Seller establishes has failed under normal use and service operation (according to the guidelines of the applicable Operation and Maintenance Manual) by Purchaser within the Warranty Period; provided, that if it would be impracticable for the Warranted Part or relevant portion thereof to be returned to Seller as determined by Seller, Seller will visit Purchaser's job site to inspect the Warranted Part; however, if it is determined by Seller after inspection that Seller is not responsible under the Warranty, Purchaser shall pay seller published travel and other costs of Seller with respect to the site visit detailed in the SOW. Warranted Parts repaired or replaced under the terms of this warranty remain warranted under the original warranty period only. Proof of maintenance logs as dictated in the applicable Operation and Maintenance Manual will be required by the seller from the owner.

c. In addition to any other limitation or disclaimer with respect to the Warranty, the Warranty shall not apply if any defect in material or workmanship in the Warranted Part is caused in whole or in part by any acts or omissions of Purchaser or any other person or entity other than Seller (e.g. negligence acts, willful misconduct, or alterations to the Warranted Parts, by any person or entity other than Seller, failure to operate or maintain equipment under normal operating conditions in accordance with applicable Operation and Maintenance Manual(s), compromising equipment protection via controls changes), or any event (e.g., an accident during transit) or condition (e.g. decomposition of Warranted Parts by chemical action, erosion or corrosion or wear to Warranted Parts or due to conditions of temperature, moisture and dirt), beyond the reasonable control of Seller, including any Force Majeure event. The Warranty shall also not apply to any Products that are not Warranted Parts (e.g., parts, equipment, accessories or components that were either manufactured or were designed by any person

or entity other than Seller itself), but if there is any pass-through warranty that Seller is permitted to pass-through to Purchaser in connection with the portions of the Products that are not Warranted Parts, Seller shall do so.

d. THE PARTIES AGREE THAT OTHER THAN THE WARRANTY SET FORTH IN SECTION 5(a) WITH RESPECT TO THE WARRANTED PARTS ONLY, ALL OTHER WARRANTIES (WITH RESPECT TO THE PRODUCTS OR OTHERWISE RELATING TO THIS AGREEMENT), EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED BY SELLER TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

6. DRAWINGS AND TECHNICAL DOCUMENTATION. The seller requires approval of the Drawings before Seller begins manufacturing the Products, shipment may be delayed if the Drawings are not returned to Seller within forty-five (45) days of receipt by Purchaser of the Drawings for approval. Seller will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for Seller's equipment (in English language). Seller will supply a maximum of three (3) complete sets of drawings and operating instructions. Additional sets will be paid for by Purchaser. Electronic files, if requested from Seller, will be provided in *pdf, jpg or tif* format only.

7. INDEMNITY. Purchaser shall defend, hold harmless, and indemnify Seller and its affiliates, and each of their employees, officers, directors, representatives, contractors and agents (individually and collectively, "Indemnitees"), against all damages, costs, liability, losses, and expenses, including reasonable attorneys' fees, incurred by any Indemnitees in connection with any claim, action, demand, suit, or proceeding (individually and collectively "Claims"), arising out of, or relating to, the negligent acts or omissions of Purchaser, willful misconduct of Purchaser, or any breach of this Agreement or violation of law by Purchaser.

8. DEFAULT, TERMINATION. In the event that a party materially breaches this Agreement and does not cure within thirty (30) days of notice of such material breach from the other party, or such longer time as reasonably necessary to cure such breach, the non-breaching party may terminate this Agreement. Notwithstanding the foregoing, Seller shall also have the right to terminate this Agreement if Purchaser fails to pay any amount owed within ten (10) days after the due date for such payment. If Purchaser becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. Seller at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the Purchaser, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to Seller for the Products and to receive from the Purchaser the deficiency between such net proceeds of sale and such balance. Purchaser hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of Seller.

9. TERMINATION FOR CONVENIENCE. Purchaser may terminate this Agreement for convenience upon notifying Seller at least thirty (30) days prior to the "termination date" set forth in the notice and paying Seller for all costs and expenses (including overhead) incurred by it in

performing its work and closing out the same plus a reasonable profit thereon in an amount determined by Seller. Purchaser shall pay all such costs and expenses and the reasonable profit to Seller within ten (10) days of the termination of the Agreement.

10. FORCE MAJEURE. If Seller is unable, wholly or in material part, by any reason of Force Majeure to carry out any of its obligations hereunder, then on Seller's notice to Purchaser within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, pandemics, lightning, fire, flood, washout, storm, communication lines failure, delays of the Purchaser or any third party, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos and any other causes that are not reasonably within the control of the Seller. Notwithstanding anything in this Agreement to the contrary, if the delay is the result of Purchaser's action or inaction, then in addition to an adjustment in time, Purchaser shall promptly reimburse Seller for Seller's costs incurred to maintain its schedule or to seek to limit any slippage from the schedule as much as reasonably practicable under the circumstances.

11. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Pinellas County or Clearwater, FL. The parties irrevocably waive the right to request trial by jury.

12. ASSIGNMENT. Purchaser shall not assign or transfer this Agreement without the prior written consent of the Seller. Any attempt to make such an assignment or transfer shall be null and void. Seller shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to Purchaser.

13. LIMITATION OF LIABILITY/NO LIQUIDATED DAMAGES, THIRD PARTY BENEFICIARIES, OR BACKCHARGES. Notwithstanding anything in this Agreement to the contrary, (i) except as set forth in Sections 7 and 9, under no circumstances shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, under, relating to, or arising out of this Agreement, including, without limiting the foregoing, for any losses relating to plant shutdowns, non-operation or increased expense of operation, service interruptions, or cost of purchased or replacement power; and (ii) the maximum aggregate liability of Seller under, relating to, or arising out of this Agreement, shall be the amount paid by Purchaser to Seller under this Agreement for the Products. This is an aggregate cap, not a per claim cap. This Section 15 shall apply to any and all claims, regardless of whether such claims are in contract, tort, strict liability or otherwise. The parties agree that there are no liquidated damages associated with this Agreement nor are there any third-party beneficiaries to this Agreement. In addition, under no circumstances shall Seller be responsible and liable for any work, repairs, replacements or changes to the Products, or any backcharges, unless Seller agrees in writing to be responsible and liable on each such occasion.

14. MISCELLANEOUS. The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by pdf format or facsimile will be considered an original. The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the

Parties beyond any termination of this Agreement. Each Party shall have the right to use any agents, contractors, subcontractors, or other non-employees (individually and collectively, "Contractors/Agents" of such Party) to perform any of its obligations or to act on behalf of the Party. All actions of a Party's Contractors/Agents in connection with this Agreement are attributable to that Party for all purposes under this Agreement. The rights and remedies of the Purchaser in connection with the Products provided by Seller and limited to the rights and remedies expressly stated in this Agreement. Any failure by Seller to enforce Purchaser's strict performance of any provision of this Agreement will not constitute a waiver of Seller's right to subsequently enforce such provision or any other provision of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable under applicable law, then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein. Seller shall retain sole ownership of its intellectual property used or produced in connection with this Agreement, and Purchaser shall not gain any rights in such intellectual property under this Agreement or otherwise arising out of this Agreement. Each party has had an opportunity to independently review this Agreement, and the language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. Each party has been given the opportunity to independently review this Agreement with legal counsel, and each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, it is the parties' intent that in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

GREAT WHITE CENTER FLOW SCREEN & WHITETIP SHARK WASHING COMPACTOR TECHNICAL SPECIFICATIONS

Part 1 GENERAL

1.1 SCOPE – Supply all labor, materials, equipment and incidentals required to install and place into operation the fine screening system as shown on the Drawings and as specified herein.

1.2 REFERENCE STANDARDS – The properties of all materials, design, fabrication and performance of the equipment to be furnished under this section shall be in accordance with the latest issue of applicable standard specifications. The governing authorities of these standards are listed below.

- A. AICS, American Institute of Steel Construction
- B. AISI American Iron and Steel Institute
- C. ANSI, American National Standards Institute
- D. ASCE, American Society of Civil Engineers
- E. ASME, American Society of Mechanical Engineers
- F. ASTM, American Society of Testing and Materials
- G. AWS, American Welding Society
- H. IBC, International Building Code
- I. IEC, International Electric Code
- J. IEEE, Institute of Electrical and Electronics Engineers
- K. NEC, National Electrical Code
- L. NEMA, National Electrical Manufacturers Association
- M. Underwriters Laboratory (UL and cUL)

1.3 SUBMITTALS - Submittals shall be provided to the engineer that includes all the following information:

- A. Certified shop drawings showing all important details of construction, dimensions and anchor bolt locations.
- B. Descriptive product literature.
- C. Schematic electrical wiring diagram and electrical controls information.
- D. Complete motor and drive data.
- E. The total weight of the equipment.
- F. A complete bill of materials of all equipment.
- G. A valid certificate of registration naming manufacturer, and supplier if equipment is relabeled, as ISO 9001:2015 certified.

1.4 QUALIFICATIONS

- A. All the equipment specified under this Section shall be supplied by a single manufacturer whose Quality Management System is ISO 9001:2015 certified and applicable to the manufacture of water and wastewater treatment equipment.
- B. If equipment is not manufactured by supplier, including welding and machining, the name and contact information of manufacturing facility must be supplied. If more than one manufacturer is used all companies and facilities must be provided.

- C. If patents protecting equipment are not owned by supplier, then an affidavit must be supplied stating owner of design and expiration of licensing agreement.

1.5 DESIGN REQUIREMENTS

A. System Description

1. The fine screen will have a continuous stainless steel belt that automatically rotates within the internal guide system of the static frame.
2. The fine screen herein specified will be of the center flow type. The flow enters the inside of the continuous belt and exits through both sides and the bottom of the belt.
3. The screen will be installed into a widened chamber section of the channel as shown on the contract drawings to accommodate the flow pattern through the screen belt.
4. The solids will collect as a mat on the inside of the continuous belt. The belt will intermittently rotate and elevate the solids to the discharge point. Larger objects will be picked up by a series of hooks and/or trays placed at regular intervals.
5. The solids will be removed at the top of the screen by two spray bar headers positioned on the outside of the belt. The screenings will drop into an internal hopper and be fed to the screening handling system.
6. The continuous belt will be directly driven by drive sprockets that shall support and rotate the grid assembly.
7. The screen will be totally enclosed and have access covers that will be lightweight and easily removable for maintenance.
8. The Washing Compactor will be integral to the head space of the screen.
9. The Washing Compactor will be adequately sized to handle all the screenings and wash water that will be generated by the screen at peak flow. The system will be required to wash the screenings to reduce the organic content and compact the remaining solids into a dry plug.
10. The Washing Compactor will generally comprise of a screw auger rotating within the washing and drainage trough, a wash water system, a compaction zone and an outlet chute arrangement.
11. All stainless steel (including frame, grid and drive components) mentioned below as stainless steel shall be T316 stainless steel. All hardware shall be T316 stainless steel.

- B. System Performance – The fine screening system will be designed to meet the following design parameters:

- | | |
|-------------------------|----------|
| 1. Number of screens | 1 |
| 2. Peak flow per screen | 6.60 MGD |

3. Velocity through the grid	3.3 ft/s
4. Screen grid opening	4 mm
5. Head loss at peak flow	8.5 inches @ 65% blinding and 46 inches upstream water level
6. Structural design differential of frame/grid	48 inches minimum @ 100% blinding
7. Drive design differential (operating)	48 inches minimum
8. Screen grid supporting drive sprockets	2 minimum – all stainless steel
9. Channel width	24 inches
10. Channel recess	30 inches
11. Channel height	78 inches
12. Velocity (max) at peak flow and 45.96 inch upstream water level	
a. Throat Velocity	3.2 fps
b. Grid Velocity	3.4 fps
c. Recess Velocity	3.6 fps
13. Submerged open area (min) at 0% blinding	1,310 inches ²
14. Number of Washing Compactors	1
15. Diameter of screw	8 inches
16. Minimum diameter of shaft	2.75 inches
17. System wash water requirements	63 GPM @ 60 PSI (EA)

Part 2 PRODUCTS

2.1 MANUFACTURER

- A. The equipment shall be the Center Flow Screen and Washing Compactor as provided by Hydro-Dyne Engineering, Inc., Clearwater, FL. Other than the named supplier, all manufacturers proposing equipment described herein, will provide a detailed submittal package, which will consist, at a minimum, of all information and details prescribed in section 1.3, 1.4 and Part 2 of this specification. All pre-qualification submittals will be submitted to the Engineer at least 15 days prior to the bid date.
- B. If submitted equipment requires arrangement differing from that specified, prepare and submit for review complete structural, mechanical, and electrical drawings and equipment lists showing all necessary changes and embodying all special features of equipment proposed. Any changes are at no additional compensation and the Manufacturer will be responsible for all engineering costs of redesign by the Engineer, if necessary.
- C. Screen manufacturer shall comply with all domestic content requirements as defined in H.R. 3684-867 Part 1 – Buy American Sourcing Requirements Section 70912.

2.2 THE CENTER FLOW SCREEN

- A. Perforated Plate - The Continuous Screening Belt
1. The screenings belt will consist of panels manufactured from 3/8" thick UHMWPE with perforations of the specified opening.
 2. The perforated panels will be supported by 12 gauge stainless steel vertical mounted lifting hooks horizontally spaced a maximum of 3 inches apart preventing deflection.

- The lifting hooks shall support the screening grid and bear tension loads across the entire length and width of the screen belt.
3. The hooks on elements shall form horizontal lifting trays or shelves for removing large solids and rags every 8 inches around the entire screen grid.
 4. The perforated panels will be connected by heavy duty stainless steel axles every 8 inches to form a continuous belt that will rotate within the frame's guide system. The axle design will allow the plates to pivot and create a seal between the perforated panels to prevent the passage of solids.
 5. The axles will include Delrin spacers that will maintain the 3 inch space between the vertical support elements. Delrin spacers will also form a seal between each perforated panel with clearance not to exceed 0.5mm.
 6. The axles will be extended to fix a UHMWPE guide link to the side of each perforated plate. These guides will interlock to create a continuous guide link system that will slide within the frame.
 7. Guide links shall be precision machined from solid virgin UHMWPE. Injection molded links are not acceptable.
 8. The heavy duty guide links will be minimum 2 inches thick to protect against undue wear from grit and will be specially machined to form a closure seal between the rotating belt and the static frame.
 9. The seal shall be continuous from grade level through the water flow forming an uninterrupted closure between the traveling screen grid and the stationary frame. The seal shall be heavy gauge stainless steel, fixed to the screen frame and be adjustable so it will remain in contact with the rotating screen belt at all times. There shall be no gap in the grid to frame seal larger than 0.5mm.
 10. Guide systems that use rollers, stainless or hardened steel chains will not be acceptable.
 11. Grid panel sealing systems that use neoprene seals or stainless steel hinges will not be acceptable.
 12. Grid to frame sealing systems that use adjustable UHMWPE strips attached to the frame will not be acceptable.

B. The Frame

1. The continuous belt will rotate within a heavy duty stainless steel static support frame that shall be a rectangular box construction.
2. The guide link system will travel around a stainless steel guide wear track that is integral to the support frame. Top and bottom wear tracks shall be bolt in and field replaceable.

3. There shall be a removable inspection panel located directly beneath the drive allowing easy access to the grid drive sprockets, drive shaft and screenings collection hopper.
4. The design will ensure that the support frame meshes with the closure seal on each guide link to prevent passage of screening material and grit particles.
5. All components of the lower wear tracks shall be bolt in, field replaceable and manufactured from stainless steel.
6. The frame shall accommodate stainless steel protective covers designed to prevent leakage and contain spray wash. All access covers for maintenance will be lightweight and easily removable. Screens with covers requiring neoprene, rubber or plastic seals are not acceptable.
7. The screen manufacturer will supply the stainless steel angled filler plates to connect from the upstream corners of the support frame to the channel walls.
8. The back-plate of the screen shall be furnished with a bypass gate that will allow manual removal for complete flow bypass.

C. The Offloading of Screenings

1. Two stainless steel spray wash headers will be located in the head space of the screen to offload the screenings from the continuous belt.
2. The spray bar will incorporate brass nozzles at 2 inch spaces that can easily be replaced or removed for cleaning.
3. The spray bars will be positioned behind the rotating belt and will backwash the solids into an internal hopper manufactured from stainless steel. The wash water will be used to continuously flush the screenings from the internal hopper directly into the Washing Compactor.
4. The addition of a rotating or static brush system to aid offloading will not be acceptable.

D. Screen Drive Mechanism

1. Each screen will have a maximum 0.75 hp, inverter duty electric motor suitable for a 460/3/60 supply and rated for a Class 1 Div. 2 environment. As a minimum, the motor will be TEFC with an IP55 enclosure rating and will conform to NEMA MG-1 requirements. The motor will be located outside of the screen covers and above the top of the channel.
2. The gear reducer shall be directly coupled to a heavy duty shaft machined from solid stainless steel round bar.
3. The drive shaft shall be supported on both ends by grease filled roller bearings. Separate grease-filled self-contained cartridge seals shall be mounted on drive shaft between bearings and frame to eliminate spray wash from entering bearings or gear reducer.

4. The continuous belt will be supported and rotated around heavy duty stainless steel sprockets located on the drive shaft in the head space of the screen.
5. These sprockets will have removable bolted-on lugs that transmit torque directly from the gear reducer to notches on the underside of the UHMWPE guide links. Driving forces shall be transmitted to areas located behind the screen's grid to prevent solids from contacting drive surfaces.
6. Chain driven systems or screens with wheels submerged in the wastewater are not acceptable.
7. Drive systems that use an external track and pinion to drive or push the band against grid weight supporting wear tracks will not be acceptable. Drive shall lift, and be capable of bearing, the full weight of the grid.

2.3 THE WASHING COMPACTOR WITH ENHANCED WASHING AND DEWATERING

- A. The main body will be the washing trough that will receive screenings and wash water directly from the discharge point of the screen.
- B. The washing trough will house the screw auger and provide a dedicated section to reduce organic content.
- C. The stainless steel drainage section will be perforations with 3mm openings and be adjustable to maintain auger alignment. This drainage section shall be removable and easily replaceable in the field with no special tools. The flights of the screw may be fitted with a stiff nylon brush that will maintain contact with the drainage section, preventing blockages. The replaceable brushes will be supplied in pre-coiled lengths with stainless steel removable clamps.
- D. The AR400 hardened steel screw auger will sit in the washing trough. Washing compactors with shaftless screws are not acceptable as a shaft is required to support the flight and provide necessary torque and compaction. Screw auger will be primer coated to inhibit corrosion.
- E. The auger will be a varied pitch screw aligned at the compaction end by AR400 hardened steel wear and anti-rotation bars designed to prevent the compacted screening from spinning within the compaction zone.
- F. The screw will rotate allowing wash water and free organic/fecal material finer than trough openings to escape and return to the plant flow. The wash water will flush the separated organic material through the drainage section in solution or as small particles.
- G. Washing of screenings shall be achieved through an enhanced washing module consisting of the following minimum requirements manufactured out of stainless steel:
 1. Variable pitch flight for separate screening transport through the wash, dewatering and compaction zones.
 2. Washing Module Zone

- a. Flanged connections and a stainless steel orifice plate or nozzle
 - b. Hardened steel wear and anti-rotation bars
 - c. Separately controlled high pressure washing to shear and break-up organic and fecal material for return to the channel.
 - d. Cleansing cycles moving the auger in forward and reverse direction are controlled through the main control panel and operator adjustable up to 9 cycles
3. Dewatering and Compaction Zone
- a. Stainless steel header feeding an external rinse shower
 - b. Hardened steel wear and anti-rotation bars
 - c. Full circumference perforations for dewatering and extrusion of organics and fecal material.
 - d. Attached drainage catch pan with a separate wash water supply to purge the area of accumulated solids
 - e. Removable covers for inspection access
- H. The compacted screenings will be pushed through the compaction zone and pass through an elbow into an outlet chute. The outlet chute will provide for screening expansion and will elevate the dewatered screenings to discharge by gravity into a waste receptacle (by others).
- I. Each Washing Compactor will have a minimum 3 hp, inverter duty electric motor suitable for a 460/3/60 supply and rated for a Class 1 Div. 2 environment. As a minimum, the motor will be TEFC with an IP55 enclosure rating and will conform to NEMA MG-1 requirements.

2.4 SPARE PARTS - The manufacturer will supply the following spare parts, per screen supplied, with the equipment:

- A. Ten (10) hook links and elements spacers
- B. Two (2) grid axles
- C. Two (2) guide links
- D. Two (2) screen panels
- E. One (1) brush for the screw

2.5 ACCESSORIES - The manufacturer will supply the following accessories, with the equipment:

- A. One (1) 1.5" NEMA 4X brass body slow closing solenoid valve
- B. One (1) 1" NEMA 4X brass body slow closing solenoid valve
- C. One (1) 3/4" NEMA 4X brass body slow closing solenoid valve
- D. One (1) 2" wash water strainer
- E. Two (2) wash water pressure gauge

2.6 ELECTRICAL CONTROLS AND ANCILLARY COMPONENTS

- A. General Information - The manufacturer will supply one UL listed main control panel that shall automatically control the equipment offered in this section.

- B. The Main Control Panel – NEMA 4X stainless steel enclosure for outdoor installation – Each control panel shall consist of the following components for each screening system:

- 1 Main circuit breaker with disconnect handle.
- 1 Surge suppressor, 480VAC, 3-Phase
- 1 Surge suppressor, 120VAC
- 1 Control power transformer
- 1 ABB, ACS580, 1HP VFD drive with fuse protection (SCREEN)
- 1 Schneider, NEMA size 0, reversing starter with circuit protection (COMPACTOR)
- 1 Schneider, Zelio smart programmable relays with I/O as required.
- 1 IS Relay
- 1 Panel heater
- 1 Cooling fan
- LOT of pilot devices as required
- LOT of control relays, terminal blocks, fuse blocks, wire duct, supplementary circuit protection, UL label

- C. Ancillary Control Components -

1. Float switch
2. Ultrasonic differential level system consisting of the following per screen:
 - a. NEMA 4X enclosure with viewing window
 - b. Milltronics Hydro-Ranger 200 controller with real-time 4-20 mA output
 - c. Two (2) NEMA 4X/7 transducers
 - d. 120VAC surge suppressor
 - e. Analog signal surge suppressor, 2-channel
3. Local Control Station – NEMA 7 - Each local station panel shall consist of the following components:
 - a. NEMA 7 enclosure
 - b. Hand/Off/Auto switch for each motor
 - c. Emergency stop

Part 3 SURFACE PREPARATION AND PAINTING

- A. The majority of stainless steel materials, flanges and piping shall be pickled by means of a four tank system that is in accordance with ASTMs A380. This process is for quality control, removal of heat affected discoloration, surface treatment for corrosive environments and to provide a uniform finish to the stainless steel surfaces. Stainless steel components must be fully submerged in the tanks for complete coverage. Electro-chemical wanding is acceptable on weld finishes that cannot be submerged due to size. Sandblasting, pickling pastes and abrasive cleaners will not be accepted as forms of metal finishing. The drive and grid components do not require pickling.

Tank 1 – Detergent bath for the removal of soils, greases, oils and dirt

Tank 2 – Rinsing process to remove detergent and residual soils

Tank 3 – Two part acid solution for the removal of tightly adhere oxide films

Tank 4 – Final rinse process to remove all residual acid

- B. All ferrous surfaces (except stainless steel) shall be coated with a pre-primer, primer, and an exterior top coating, or fusion bonded polyester coating suitable for humid/wet environments for superior corrosion protection.
- C. Motor(s) and gearbox(s) shall be surface prepared to withstand humid/wet environments for superior corrosion protection.

Part 4 EXECUTION

4.1 WARRANTY - The Manufacturer of the equipment supplied under this specification shall provide a warranty for a period of twelve months commencing on acceptance and/or beneficial occupancy by the Owner but no later than 90 days from the date of shipment by the Manufacturer. The Manufacturer shall guarantee that the equipment furnished is suitable for the purpose intended and free from defects in design, materials and workmanship. In the event that the equipment fails to perform as specified the Manufacturer shall, at his option, promptly repair, modify or replace the defective equipment.

4.2 FACTORY TESTING

- A. The screening system and all components shall be factory assembled and tested for a minimum of 24 hours prior to shipment. The equipment shall be shipped fully assembled and shall be capable of being set in place and field erected by the Contractor with minimal field assembly.
- B. During the factory test period the screening system shall be adjusted as required assuring proper operation on completion of the field installation. The Manufacturer shall supply a certification of the completion of the factory testing of the assembled screening system and appurtenances and shall certify as to the equipment being in satisfactory operating condition at time of shipment. The Engineer and/or Owner may, at their own option and expense, witness the factory test.

4.3 DELIVERY AND STORAGE

- A. The screening system shall be appropriately crated and delivered to protect against damage during shipment.
- B. An authorized representative of the Contractor shall inspect the screens on delivery to the jobsite and shall report any damage or missing components to the Manufacturer and the Engineer within 72 hours of receipt of the shipment.

4.4 INSTALLATION - The installation of the equipment shall be as indicated on the drawings and in strict accordance with the Manufacturer's instructions and recommendations.

4.5 FIELD TESTS, ADJUSTMENTS AND COMMISSIONING

- A. The equipment shall be shipped completely factory assembled. Contractor shall verify all access dimensions, channel dimensions, and any interior building dimensions to ensure equipment may be installed as a factory assembled units.

- B. After completion of the installation, the equipment shall be inspected and certified by an authorized representative of the Manufacturer as being in compliance with the Manufacturer's recommendations and requirements. At such time as the Manufacturer has deemed the installation to be acceptable, the Manufacturer's authorized service representative shall make any required adjustments and shall start the equipment to assure proper operation.
- C. The Manufacturer's authorized representative shall provide instruction to the plant personnel as to the operation and maintenance of the equipment including commissioning, shut down, on-line operations, lubrication and preventative maintenance.
- D. Manufacturer shall state field service rates for a Service Engineer to Owner and Contractor. In the event that the field service time required by this section should not be sufficient to properly place the equipment into operation, and the requirement for additional time is beyond the manufacturer's responsibility, additional time shall be purchased by Contractor to correct deficiencies in installation, equipment, or material without additional cost to Owner.
- E. The Contractor shall include in his bid, the cost of the above referenced authorized service representative for a minimum of one (1) trip totaling one (1) eight hour days onsite to complete the certifications and training described in this specification section.

End of Section

Great White Center Flow Screen Equipment Sizing



Project: Englewood, FL - WWTP

Date: 8/18/2022

Rep: TSC-Jacobs

By: RH

Checked: JMB

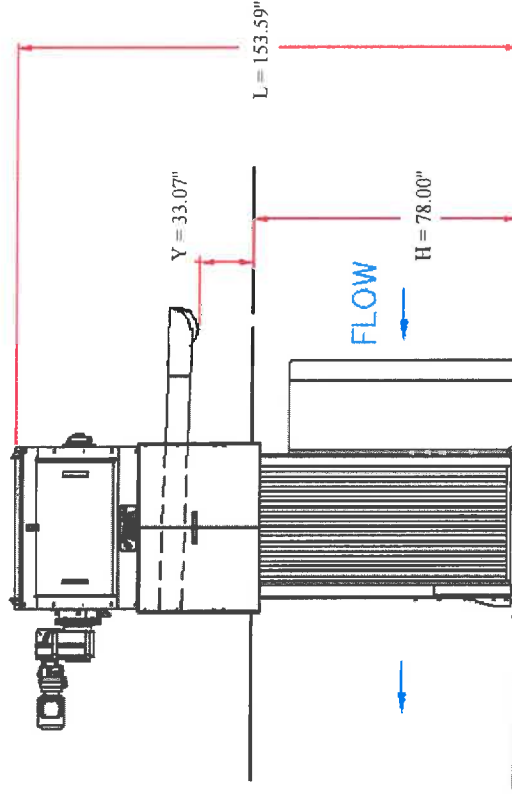
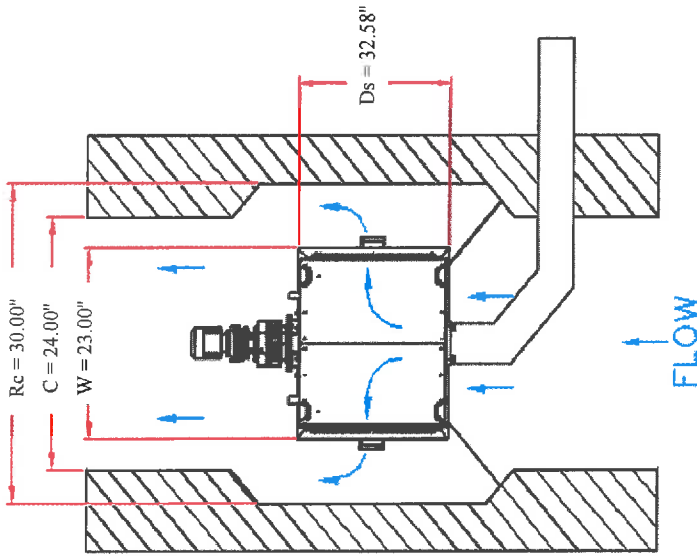
Tel: 813-818-0777 Fax: 813-818-0770

Model # CF 23 - 33 - 154 - 4 - P

Channel Dimensions:		English Units	SI Units
C	Channel Width	24.00 in	610 mm
H	Channel Height	78.00 in	1981 mm
Rc	Recess Width,	30.00 in	762 mm
Rd	Channel Recess Depth	52.58 in	1336 mm
TC	Height from Grade to Top of Channel	0.00 in	0 mm

Equipment Dimensions:		English Units	SI Units
L	Length of Screen	153.59 in	3901 mm
W	Width of Screen	23.00 in	584 mm
Ds	Depth of Screen	32.58 in	828 mm
Y	Discharge Height from the Sluice	33.07 in	840 mm

Screen Grid Parameters:		
S	Grid Opening Spacing	4mm Perf UHMWPE
Obs	Percent of Screen Obstructed	65 %
OA _{eff} *	Effective Percent of Grid Opening	20.80 %
		Hook Link 12 ga
		Straight Link 12 ga



NOTE: * Effective Percent of Grid Opening = Percent of Grid Opening at 4mm Opening × (1 - Proposed 65% of Screen Obstructed) .

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Great White Center Flow Screen Hydraulic Performance



Project: Englewood, FL - WWTP

Date: 8/18/2022

Rep: TSC-Jacobs

By: RH

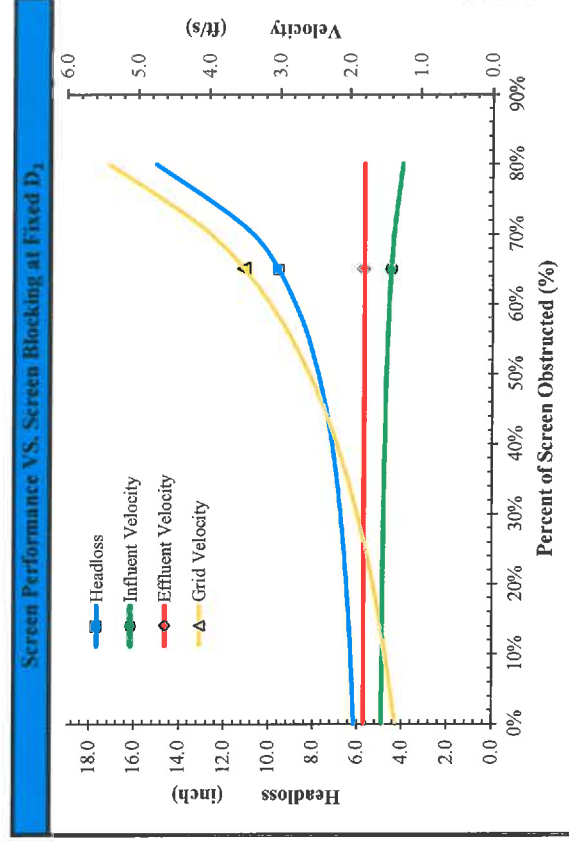
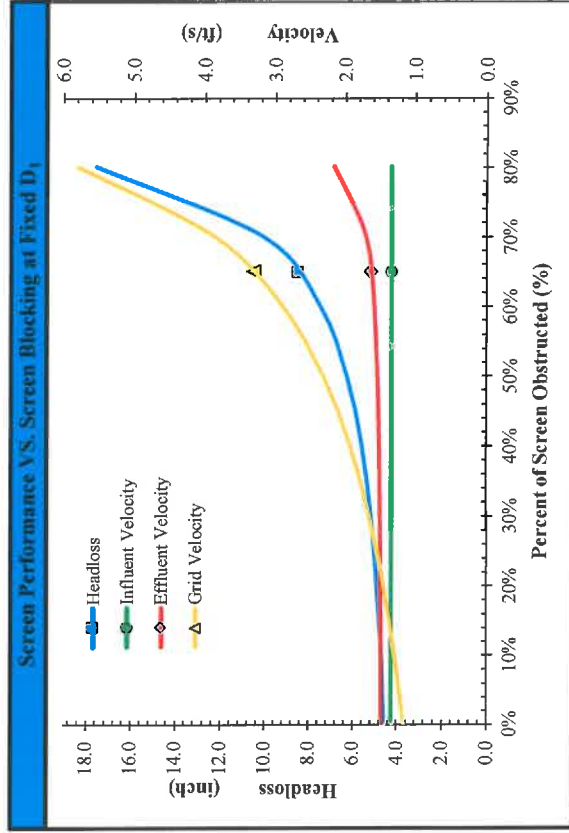
Checked: JMB

Tel: 813-818-0777 Fax: 813-818-0770

Model # CF 23 - 33 - 154 - 4 - P

Fixed D ₁ Condition @ 65% Obs		English Units	SI Units
Q	Flow Rate	6.60 MGD	289 L/s
D ₁	Upstream Water Depth	45.96 in	1167 mm
D ₂	Downstream Water Depth	37.50 in	953 mm
ΔH	Total Headloss	8.46 in	215 mm
F	Freeboard	32.04 in	814 mm
V ₁	Influent Channel Velocity	1.33 ft/s	0.41 m/s
V _T	Throat Velocity of Screen	3.13 ft/s	0.95 m/s
V _G	Velocity Through Grid	3.31 ft/s	1.01 m/s
V _{Re}	Recess Zone Velocity	3.58 ft/s	1.09 m/s
V ₂	Effluent Channel Velocity	1.63 ft/s	0.50 m/s

Fixed D ₂ Condition @ 65% Obs		English Units	SI Units
Q	Flow Rate	6.60 MGD	289 L/s
D ₁	Upstream Water Depth	43.57 in	1107 mm
D ₂	Downstream Water Depth	34.00 in	864 mm
ΔH	Total Headloss	9.57 in	243 mm
F	Freeboard	34.43 in	875 mm
V ₁	Influent Channel Velocity	1.41 ft/s	0.43 m/s
V _T	Throat Velocity of Screen	3.33 ft/s	1.01 m/s
V _G	Velocity Through Grid	3.51 ft/s	1.07 m/s
V _{Re}	Recess Zone Velocity	3.88 ft/s	1.18 m/s
V ₂	Effluent Channel Velocity	1.80 ft/s	0.55 m/s



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Great White Center Flow Screen Hydraulic Performance



Project: Englewood, FL - WWTP

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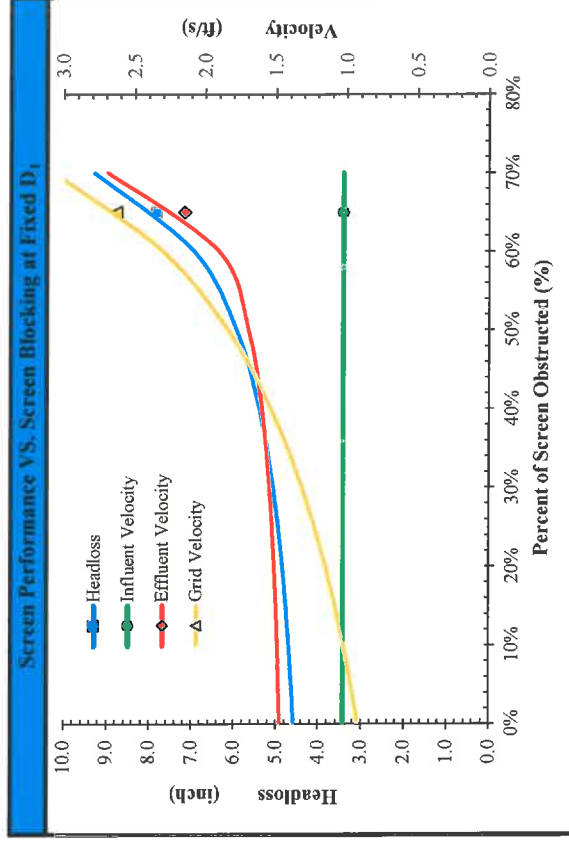
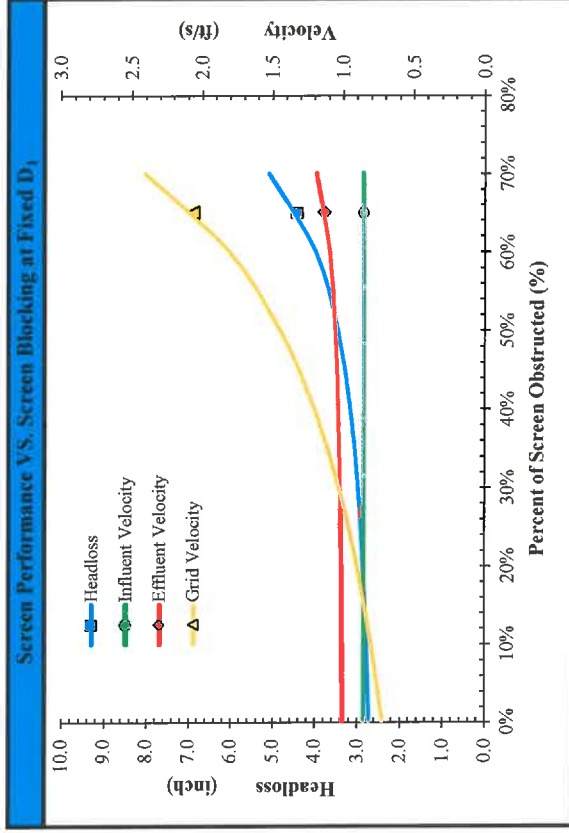
Checked: JMB

Tel: 813-818-0777 Fax: 813-818-0770

Model # CF 23 - 33 - 154 - 4 - P

Fixed D ₁ Condition @ 65% Obs		English Units	SI Units
Q	Flow Rate	1.66 MGD	73 L/s
D ₁	Upstream Water Depth	18.00 in	457 mm
D ₂	Downstream Water Depth	13.58 in	345 mm
ΔH	Total Headloss	4.42 in	112 mm
F	Freeboard	60.00 in	1524 mm
V ₁	Influent Channel Velocity	0.86 ft/s	0.26 m/s
V _T	Throat Velocity of Screen	2.65 ft/s	0.81 m/s
V _G	Velocity Through Grid	2.07 ft/s	0.63 m/s
V _{Re}	Recess Zone Velocity	2.44 ft/s	0.74 m/s
V ₂	Effluent Channel Velocity	1.13 ft/s	0.34 m/s

Fixed D ₁ Condition @ 65% Obs		English Units	SI Units
Q	Flow Rate	1.66 MGD	73 L/s
D ₁	Upstream Water Depth	15.00 in	381 mm
D ₂	Downstream Water Depth	7.17 in	182 mm
ΔH	Total Headloss	7.83 in	199 mm
F	Freeboard	63.00 in	1600 mm
V ₁	Influent Channel Velocity	1.03 ft/s	0.31 m/s
V _T	Throat Velocity of Screen	3.54 ft/s	1.08 m/s
V _G	Velocity Through Grid	2.63 ft/s	0.80 m/s
V _{Re}	Recess Zone Velocity	3.71 ft/s	1.13 m/s
V ₂	Effluent Channel Velocity	2.15 ft/s	0.66 m/s



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Great White Center/Dual Flow Screen

Highest Screenings Capture Ratio Available

- Independently certified¹ highest SCR water/wastewater screen
 - 93.25% with 2mm opening
 - 84% with 6mm opening
- Continuous band screen design eliminates bypass and carryover
- Excellent sensitive process and membrane protection
- Proprietary design features easily capture and offload screenings including rags and stringy material
- All T304 or T316 stainless steel fabrication

About the Great White Center/Dual Flow Screen

The Great White Shark is an apex predator that rules almost every body of water around the world. Like the Great White, our Center/Dual Flow Screen is designed and manufactured at the pinnacle of quality and dominates application environments.


The Great White Center/Dual Flow continuous band screen is designed to handle low-to-high flows and has been independently¹ certified to have the highest screenings capture ratio of all band screens on the market. Dual spray wash, patented grid design, proprietary sealing system and UHMWPE guide links make this an exceptional product for the filtering and offloading of water and wastewater screenings.



¹ UK Water Industry Research in National Screen Evaluation Facility Inlet Screen Evaluation Comparative Report (1999-2011)

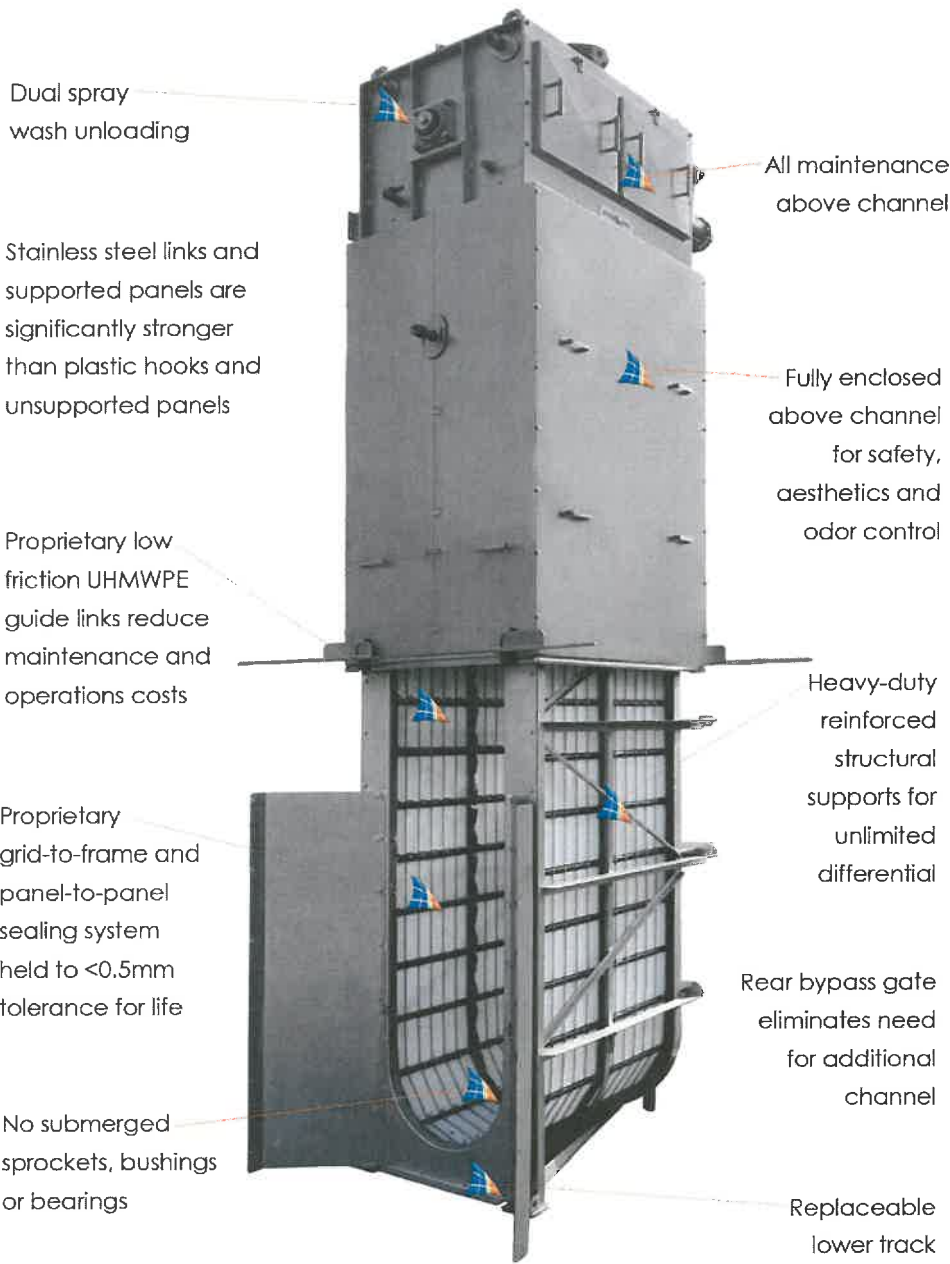
To learn more visit: www.hydro-dyne.com
sales@hydro-dyne.com | +1 (813) 818-0777

Coarse Screens | Fine Screens | Screenings Handling | Grit Removal Equipment

Designed & Manufactured in the USA 
4750 118th Avenue North Clearwater, FL 33762

ISO 9001:2015 Certified

HYDRO DYNE
ENGINEERING
Designed to Protect. Built to Perform.™



Dual spray wash unloading

Stainless steel links and supported panels are significantly stronger than plastic hooks and unsupported panels

Proprietary low friction UHMWPE guide links reduce maintenance and operations costs

Proprietary grid-to-frame and panel-to-panel sealing system held to <0.5mm tolerance for life

No submerged sprockets, bushings or bearings

All maintenance above channel

Fully enclosed above channel for safety, aesthetics and odor control

Heavy-duty reinforced structural supports for unlimited differential

Rear bypass gate eliminates need for additional channel

Replaceable lower track

At-a-glance

models

Center Flow (center entrance/side exit)
Dual Flow (side entrance/rear exit)

grid opening range

0.5-25mm

flow capacity

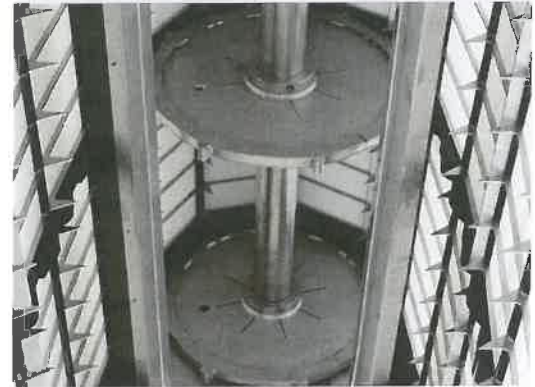
0.1mgd (5 L/s) to 125+mgd (5,500+ L/s)

grid types

Stainless steel laced link
Stainless steel wire mesh
Stainless steel perforated panel
UHMWPE perforated panel

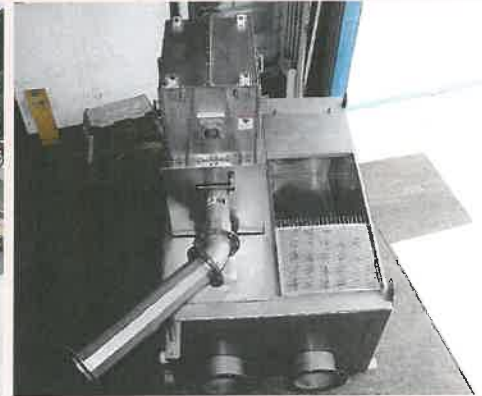
Patented Drive Features

- Grid does not contact drive or unloading mechanism
- Direct drive uses no chains or sprockets
- Fully supports grid for negligible wear
- Fractional hp requirements



Optional Equipment

- Specialty stainless steel construction
- Cold weather/freeze protection
- Basic to sophisticated automation controls
- Sectional construction for restricted area assembly
- Integrated screenings handling equipment
- Electric, hydraulic or explosion-proof drives



To learn more visit: www.hydro-dyne.com
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ENGINEERING
Designed to Protect. Built to Perform.™



Whitetip Shark Washing Compactors

Robust, High Performing Design to Meet Your Application Needs

- Multiple models and options to suit individual applications
- Designed to collect, dewater, condition, compact and transport screenings from any screen, launder/sludge or conveyor to any waste disposal drop point
- Weight reduction up to 80%
- Screening volume reduction up to 85%
- Organic removal up to 95%
- Dewatered screenings dry solids content up to 40% (depending on material to be dewatered)
- Screenings meet strict landfill requirements (EPA 9095 Paint Filter Test)
- All T304 or T316 stainless steel fabrication
- Heavy duty AR400 Auger for long wear life and ability to crush large objects
- Standard screw diameters: 6", 8", 10", 12", 16" and 20"




Whitetip Shark Family of Washing Compactors

The Whitetip Shark is a fierce but slow-moving shark, notable for its long, rounded fins which feature an iconic white tip. Hydro-Dyne's family of Whitetip Shark Washing Compactors thoroughly wash and compact screenings to produce the clean, compact white screening plugs they are known for by efficiently returning organics to the channel. Every compactor is custom-designed for individual applications, taking into account the type of flow and solids collected. Multiple models are available to ensure organic material is returned to the treatment plant's process and inorganic materials are separated, cleaned and dewatered in the most effective and efficient way possible. Stainless steel construction with a hardened alloy auger provides an enduring solution to exceed performance and disposal requirements.



To learn more visit: www.hydro-dyne.com
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**Whitetip Shark
Washing Compactor**

The Whitetip Shark Washing Compactor features screenings drainage and compaction zones. Stainless steel flights and anti-rotation bars improve compaction and provide reliable equipment performance and life.

-  Drainage/Washing
-  Compaction




**Whitetip Shark
with Enhanced Dewatering**

The Whitetip Shark Washing Compactor with Enhanced Dewatering features screenings drainage and rinse/compaction zones. Hardened Alloy screw and AR-400 flights greatly improve compaction and equipment reliability in harsh environments.

-  Drainage/Washing
-  Rinse/Dewatering
-  Compaction

**Whitetip Shark
with Enhanced Wash/Dewatering**

Up to 80% decrease in the total weight of solids output and up to 90% organic removal is achieved by this model with the addition of a washing zone and additional wash cycle. Operation includes a reversing function to the auger and timers so that the screened material is aggressively agitated during a longer wash cycle. Organic material is further broken down and washed back into the system through the drain. Rinse/Dewatering zone thoroughly rinses and compacts captured screenings.

-  Drainage/Washing
-  Enhanced Washing
-  Rinse/Dewatering
-  Compaction

Optional Equipment

- Basic rinsing to thorough washing
- Integrated models located within screens
- External models fed via sluice or conveyor
- Trough types: perforated, slotted, wedgewire
- Shafted or shaftless flight
- Electric or hydraulic drive
- Cold weather/freeze protection

Discharge Options

- Dual Bearing: Dewatering
- Reduction Flange: Dewatering and some compaction
- Hinged Gate: Dewatering and compaction
- Press Elbow: Maximum dewater and compaction plus elevation


Screenings Collection Options

- Screenings collection bagging system
- Self-leveling bins
- Stainless steel discharge chute
- Lay flat hose or flexible pipe



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Ph (813) 818-0777 | Fax (813) 818-0770

Made in the USA 

ENGLEWOOD, FL GRIT REMOVAL SYSTEM

ATTN: KEITH LEDFORD, JR, PE
ENGLEWOOD WATER DISTRICT

VEOLIA LOCAL REPRESENTATIVE
MTS FLORIDA
CONTACT: W. WADE WOOD III, P.E.
P. 321.299.2395

December 28, 2022

VEOLIA PROJECT NO. US_01_22_417855

PROJECT NO. 0727

SECTIONS: 46 12 02, 46 12 03

FIRM PROPOSAL REV2

ADDENDUM: N/A

Mr. Ledford,

Further to your request, we are pleased to submit our revised firm proposal for the supply only of the equipment listed hereafter. This revision includes the option of equipment manufactured in SS316 only.

Item	Quantity	Description	Model Number	Price (USD)
JOHN MEUNIER® Products – Grit Removal System / SS316				
A.	One (1)	BioMECTAN® Vortex Grit Removal System	JMDB/3-30SX	Included
B.	One (1)	Gorman-Rupp® Grit Pump	Super T-Series 4x4	Included
C.	One (1)	SAM® Type GDS Grit Dewatering Screw	GDSCW/9-12-25XA	Included
D.	One (1)	PLC/HMI Control System w/ local stations	VEOLIA Standard	Included
		Freight Charges to Site (DDP – Incoterm 2020)		Included
		Factory Services on Site	1 Trip 2 days	Included
		Warranty: 12 months from Start Up / 18 months from Shipping		Included
TOTAL FIRM PRICE (as per Scope of Supply and General Conditions)				\$ 366,746.00

Should you have any questions regarding this proposal, do not hesitate to contact the undersigned.
Sincerely,

Aurélien Pauléat, P.Eng.
Supervisor, Application & Tender Team | Equipment

PROPRIETARY NOTICE

This proposal is confidential and contains proprietary information. It is not to be disclosed to a third party without the written consent of Veolia.

NOTES

i Clarifications to contract documents

- Explicit exception is taken to any contract document, other than sections 46 12 02 and 46 12 03, which may exist for the above mentioned project. VEOLIA reserves the right to amend this exception upon receipt and review of relevant contract documents.
- Equipment selection and design is based on VEOLIA's standard equipment. If the client requirements differ, some adder may apply.

General

- The project does not comply with any Buy American or BABA requirement.
- Inlet and outlet piping to tank should be supplied by others. The BioMECTAN should be designed to be self-supported. The BioMECTAN tank and flanges should not support the weight of the pipes that are outside of Veolia scope of supply.
- Top covers on the BioMECTAN are not meant to be walked on, they serve only to cover the tank and provide outlet for odor control.
- Inlet and outlet valves to the grit extraction pump are excluded from our scope of supply. The valves should be of type normally-closed in order to avoid risk of flooding and damage to grit removal system.
- It is recommended to provide a shelter at the control panel location in order to avoid extreme heat and malfunctioning of the control panel. The shelter is excluded from our scope of supply.
- The following items, should they be required are excluded from our scope of supply:
 - Seismic calculations and reports;
 - Inlet and outlet piping other than the ones specified on the equipment datasheets;
 - All valves other than the ones specified on the equipment datasheets;
 - Performance tests;
 - All platform, ramps, handrails and ladders or any structure required to access the tank;
 - Sunshield, air conditioning, fans, or any protection against the sun and heat;
 - 24/7 remote assistance.

Section 46 12 02 – Grit Vortex

Paragraph	Clarification (C) Exception (E)	Remarks / Details
3.01.C	C	Control panel enclosure will be NEMA-4X SS316
3.03.B	C	PLC will be Allen-Bradley CompactLogix L18
3.03.H	C	Points 2 and 3 of this section are not supplied since there will be an HMI on the control panel to show status and manual control.

Section 46 12 03 - Grit Dewatering Screw

Paragraph	Clarification (C) Exception (E)	Remarks / Details
3.03.B.6	C	Points b and c of this section are not supplied since there will be an HMI on the control panel to show status and manual control.
2.05	C	Valves for SAM grit classifier will be supplied loose, to be connected on site by Contractor.

ii Exclusions

Anything outside of what is described in our scope of supply or presented in this proposal is extra or we take exception to. Majors items listed hereafter are not included in this offer (non-included items are not necessarily limited to this list).

<ul style="list-style-type: none"> • equipment anchors • seismic calculations • equipment offloading & installation • all mechanical and electrical interconnections; • all piping, wiring and valve supports, outside each unit; • costs for substitution, evaluation, redesign and expenses required to accommodate modifications necessary to fit the described equipment. • installation of foundation bolts, pits and concrete work; • field paint, field painting and or field paint (galvanize) repair; • controls and starting contactors (other than previously stated); • control panel installation, support and filed wiring; • motor local disconnect switch(es), if stated in the contract documents, • cost for local agency inspections, permits & approval (if required) 	<ul style="list-style-type: none"> • Platform and access ramps and handrails • stairways/walkway/bridge; • grating and hand railing (other than previously stated); • gates and valves (other than previously stated); • special chute if requested (other than previously stated); • screenings and grit receptacle(s); • Vibration & Noise tests if required; • tools (no special tools are required); • spare parts (no spare part requested other than previously stated); • performance test, laboratory expenses, support facilities and equipment to properly conduct these tests (should they be required);
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PARTICULAR TERMS & CONDITIONS

The following *Particular Terms and Conditions* prevail on the *VEOLIA General Terms and Conditions for Sale*.

1. Schedule

a. SUBMITTAL DOCUMENTS AND SHOP DRAWINGS

After receipt of a signed and approved purchase order. Mechanical and electrical submittal sections might be sent separately. Long lead items will be submitted for an early approval.

FIRST MECHANICAL PACKAGE	4 TO 6 WEEKS
FIRST ELECTRICAL PACKAGE	6 TO 8 WEEKS
RE-SUBMIT (IF REQUIRED)	UP TO 2 WEEKS

b. APPROVAL AND RELEASE FOR MANUFACTURING

After receipt of a signed and approved purchase order. Delays beyond the control of VEOLIA could affect pricing and project schedule.

MAX 4 MONTHS

c. MANUFACTURING, TESTING AND PREPARATION FOR SHIPMENT

After receipt by VEOLIA of approved submittals documents and drawings.

EQUIPMENT	22 TO 26 WEEKS
CONTROL SYSTEM	UP TO 35 WEEKS

These manufacturing times are affected by the uncertainty of the current worldwide market. VEOLIA will be able to confirm the delivery schedule once the procurement of all major and critical items for the project execution have been completed. The schedule may be affected by the shop workload at the time of reception of the submittals approval.

d. TRANSPORTATION TIME

Time anticipated. Veolia has no control on transport, transit time cannot be guaranteed.

UP TO 4 DAYS

Schedule may be affected by our shop and office annual shutdowns (when applicable): two weeks at the end of July (shop only) and two weeks for Christmas Holidays. These weeks are to be added to our specified delivery time.

Notes:

- Overall project schedule shall be discussed at contract award to optimize the different phases of the project and avoid extra costs (inflation, storage,...).
- Should we be able to save time along the overall schedule, we will make sure the customer is advantaged in the process by making an earlier shipment.

2. Submittal Documents and O&M Manuals

- One (1) electronic copy of Submittal Documents and O&M Manuals are included in the basic price.
- Should it be necessary to provide printed sets the following price adders will apply:
 - Extra amount for printed copy of the Submittal Document: \$ 125.00 each NET / Extra
 - Extra amount for printed copy of the O&M Manual: \$ 250.00 each NET / Extra

3. Access to VEOLIA's Manufacturing Facilities in Montreal

- VEOLIA will grant access to its manufacturing facilities to the Owner or its representative(s) for goods inspection at any time. However a 48-hour notice will be required.
- All costs associated to shop inspection, including living and traveling expenses, incurred by the Owner or its representative(s), are not included in this offer.

4. Freight Charges to Site

Please refer to the Scope of supply table on page 1 to confirm if *Freight Charges to site* is included.

- DDP – Incoterm 2020 (VEOLIA's choice of transporter);
- This price is based on the assumption of regular way and single shipment (no partial shipment) unless agreed otherwise;

5. Storage

This proposal does not include storage fees. Should the site not be ready for the equipment reception within the agreed schedule, the equipment could be stored by Veolia at client's expenses. Storage fees to be confirmed with the Project Manager during execution phase.

6. Factory Services

Please refer to the Scope of supply table on page 1 to confirm if *Factory Services on Site* is included.

- Blend of on-site and remote services, to assist and support with the proper installation, operation, maintenance and optimization of the equipment.
- Intervention on site by a trained factory service technician (8-hours/day basis, including living and traveling expenses).
- Contractor shall make sure that the required qualified personnel are present during our intervention should some mechanical or electrical modifications would be required.
- Should start-up be delayed more than 6 months, Veolia shall have the right to invoice this milestone nonetheless.
- Each extra day on site per diem rate including all living expenses is \$ 1,700.00 each NET / Extra.
- VEOLIA requires a 20-day written advance notice to proceed.

7. Tests

- Mechanical and electrical shop tests are included in the basic price.
- Mechanical and electrical operational site tests of the above listed equipment are part of item(s) identified as "**Factory Services on Site**", if included in the project scope of supply.
- In the event where operational performance test be required, the performance test, laboratory expenses, support facilities and equipment to properly conduct these tests, should they be required, are not part of our supply.

8. Warranty Period

- **12 months** from equipment Start Up,
- **18 months** from equipment Shipping (ex-works Montreal), whichever comes first
The equipment shall be guaranteed to be free from defects in material and workmanship. This warranty shall not apply to normal wear and tear nor any defect, failure or damage caused by improper use or improper or inadequate maintenance and care.

9. Emergency Repair Done Under Warranty

The owner must ask the supplier for technical assistance & guidance in how to make emergency repair (should it be necessary) prior to making these repairs in order to maintain warranty validity.

During and after warranty, our response time is within 24 hrs. It can be through our local agent or through the VEOLIA hot line.

10. Payment Terms

- Credit approval required (if applicable)
- Payment schedule:
 - **10% NET 30 days** with the Purchase Order
 - **25% NET 30 days** with the return of the approved shop drawings
 - **60% NET 30 days** at equipment readiness for shipping, Ex-Works Montreal
 - **5% NET 30 days** at equipment start-up
- The above prices are NET and in **US funds**, all applicable taxes are **extra**.
- Refer to the attached sheet for applicable general terms and conditions, which are part of this offer.
- VEOLIA takes exception to all liquidated damages clauses and or penalty clauses if called for.
- Products proposed are not part of the Listed Products subject to AIS. Prices above do not take in consideration any Buy American Act or BABA requirement.
- These terms are completely independent from, and in no way contingent upon, when you receive payment, from the Owner and/or prime contractor. In the event any amount becomes past due, a service fee of 1-1/2% of the unpaid balance will be due each month until paid. VEOLIA reserves the right to ship, invoice and collect for partial shipments.

11. Price Validity

- This proposal will remain valid and price will remain firm until **January 31st 2023**.
- If a Purchase Order is received and approved prior to the end of this period, prices will remain firm until release for production, based on the proposed project schedule.
- Due to the current high volatility on raw material and products prices and availability, VEOLIA may have to revise its pricing if the initial price validity is issued or if the release for manufacturing exceeds 3 months from Purchase Order. Price escalation would be adjusted based on the Industrial Product Price Index (IPPI).



GENERAL TERMS AND CONDITIONS FOR SALE

The present General Terms and Conditions of Sale of Products (Terms and Conditions) govern the supply of Products and Services (collectively the "Products") by Veolia Water Technologies Canada Inc. herein defined as "Veolia Canada". These terms and Conditions shall prevail over the Customer's terms and conditions of purchase whether or not provided to Veolia Canada. Neither commencement of performance nor delivery by Veolia Canada shall be construed as or constitute acceptance of Customer's terms and conditions of purchase. The present Terms and Conditions shall not be amended without Veolia Canada's prior consent in writing.

1. Definition and interpretation

1.1 In the present Terms and Conditions:

'Customer' means a person to whom an Offer is made or to whom Products are supplied; Veolia Canada means Veolia Water Technologies Canada Inc. Veolia Canada and Customer shall be defined hereinafter individually or collectively as Party or Parties; 'Delivery Date' means the date set for delivery in the Offer or the Order, and if such Offer and Order conflict in such respect, then the date set out in the Offer unless agreed in writing by the parties; 'Intellectual Property' means all forms of intellectual property rights including patents, designs, drawings, copyright, trademarks, trade names, trade secrets or any other intellectual or industrial property right, whether registered or unregistered related to the Products; 'Offer' means an offer by Veolia Canada to supply Products; 'Order' means an effective contract to supply Products as per article 3 to which these Terms and Conditions apply; 'Products' means goods, spare parts, consumables, equipment or materials, and services as the case may be supplied by Veolia Canada to the Customer pursuant to an Order; 'Work' means the delivery of Products to the agreed point of delivery, and any installation or other related activities included in the Order. 1.2 In the present Terms and Conditions: a) clause headings and bold characters are for convenience only and shall not affect interpretation thereof; b) words importing the singular include the plural and vice versa; and c) words importing a gender include any gender.

2. Offer

2.1 Veolia Canada may vary the content of the Offer at any time before its acceptance. 2.2 Unless otherwise stated in the Offer, the Offer remains open for acceptance for thirty (30) days after its date, but may be withdrawn by Veolia Canada at any time before acceptance.

3. Effective date

3.1 The Order shall become effective upon Veolia Canada's written acceptance of the Customer's Order, unless otherwise agreed between the Parties.

4. Cancellation

The Customer may not cancel any Order unless the Customer: a) obtains Veolia Canada's prior written approval; and b) pays Veolia Canada all costs incurred or damages suffered by Veolia Canada in connection with the cancellation of the Order (including without limitation any charges, termination costs, duties, taxes, expenses, design costs, expected profits, purchasing costs or other outgoings paid or incurred in expectation of the completion of the Order). Products returned without Veolia Canada prior written consent will not be accepted for credit.

5. Variations and Change in Law

5.1 If the Customer requests in writing a variation to an Order: a) Veolia Canada will use its reasonable efforts to comply with the request; and b) if Veolia Canada can comply with the request: i) the Customer shall pay Veolia Canada the costs reasonably invoiced for the variation; ii) Veolia Canada will advise the Customer of any delivery delay resulting from complying with the request; and iii) Veolia Canada will advise the Customer of any impact on the warranties given in respect of the Products. 5.2 Any attempt by the Customer to unilaterally vary the content of an Order (including these Terms and Conditions), whether orally or in writing, is void. Veolia Canada shall not begin work related to the Variation unless agreement is reached between the Parties. Veolia Canada shall be entitled to compensation for any change in law having effect on the performance of the Order.

6. Price and payment

6.1 The price of Products shall be specified in the Offer to the Customer. Except as may be otherwise provided in an Offer, the price does not include any goods and services or consumer sales tax, and/or other similar taxes, excise and custom duties, required by law in the jurisdiction of delivery of the Products or otherwise. The Customer shall bear sole responsibility for the payment of any such tax or duty. 6.2 The price shall be subject to adjustment upon an increase in the cost of raw materials and/or wages according to the formula determined by Veolia Canada in its sole discretion, and upon written notice to the Customer. 6.3 Unless specified otherwise in writing, terms of payment are 100%, net 30 days. 6.4 Customer shall be charged 2% interest per month (24% per year) of any unpaid balance, and Customer shall pay all of Veolia Canada's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval. 6.5 All above prices are in Canadian Dollars; 6.6 Nothing in the provisions of clause 6.4 above shall limit any right Veolia Canada may otherwise have to recover payment of amounts due and/or damages.

7. Delivery and risks

7.1 Unless otherwise stated in an Order: a) Veolia Canada shall deliver the Products Ex Works – Veolia Canada factory; and b) the Customer must arrange to pick up the Products immediately upon the Delivery Date, and c) all risks including risk of loss or damage and care and custody to the Products shall pass to the Customer upon delivery as per a) above. Any use of the Products before acceptance other than at the time of the tests carried out in the presence of Veolia Canada shall be deemed to be Provisional Acceptance of the Work and shall automatically result in the immediate transfer of risk and the beginning of the warranty period.

8. Ownership of the products

8.1 Subject to clause 8.2 below, Veolia Canada shall provide full and unrestricted title to the Customer for the Products free and clear of all liens, restrictions, reservations, security interests and encumbrances (save as for the intellectual property rights associated with the Products). 8.2 Ownership of the Products only passes to the Customer when all of the Products under the said Order are paid for in full. Until then: a) ownership of the Products remains with Veolia Canada; b) the Customer holds the Products as bailer for Veolia Canada; and c) the Customer shall maintain Veolia Canada's identification property signs on the Products.

9. Warranty

9.1 Unless otherwise stated in the Offer: Veolia Canada Products shall be guaranteed to be free from faulty materials, workmanship or defects for a fixed period of eighteen (18) months from the Delivery Date or (12) months from the date of substantial performance, whichever period expires the earliest. 9.2 The present warranty is subject to prior notification by the Customer to Veolia Canada within ten (10) business days after the discovery of the defect.

9.3 During the warranty period Veolia Canada will, at its sole discretion, either: a) repair or replace Ex-Works – Veolia Canada factory, or b) pay to the Customer the cost of replacing or repairing, at Customer's risk, that part or all of the Products which are reasonably found to be defective. Repair and/or replacement of Products shall not constitute an extension of the warranty period. 9.4 Customer's failure to notify Veolia Canada pursuant to clause 9.2 above shall constitute acknowledgement of compliance of the Products with the Order and the Customer shall then be deemed to have waived any such claim in relation to the Products. 9.5 Save and except for warranties expressly stated in the Offer, THE WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS ARE THE SOLE AND EXCLUSIVE WARRANTIES OF VEOLIA CANADA. VEOLIA CANADA MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY VEOLIA CANADA AND WAIVED BY THE CUSTOMER. The warranty provided for in the present clause shall not be extended, altered or varied except by a written instrument signed by Veolia Canada and the Customer.

10. Exclusions from warranty

10.1 The foregoing warranty shall only apply in respect of claims as a result of defects in the Products or parts thereof which become apparent within the applicable warranty period. 10.2 Veolia Canada shall not be liable in any way, whether in contract, tort, under statute or otherwise, for any failure of the Products to comply with the warranties given under clause 9 and, (if applicable) under the express terms of the Offer: a) unless the Customer can prove, to Veolia Canada's satisfaction, that the Customer stored, installed, used and operated the Products strictly in accordance with Veolia Canada's instructions (which the Customer will receive, or must request and receive before installation – if not performed by Veolia Canada – and initial use of the Products); or b) if the failure is caused by: i) normal wear and tear, impact, improper use, or mishandling; or ii) repair, alteration or use beyond their specifications; iii) repair or modification in any way by any person other than Veolia Canada; iv) a force majeure event. For the purposes of clarification, the warranty provided by Veolia Canada in respect of the Products or the Work does not cover normal wear and tear. 10.3 The Customer acknowledges that: a) in order to comply with its warranty obligations, Veolia Canada shall not be obliged to make any change in the design and/or specifications of the delivered Product so as to render the said Product equivalent to any other new similar Product, or new model of the Product, supplied by Veolia Canada (but the Customer agrees to accept such new model of the Product or replacement for the Product if offered by Veolia Canada); and b) Veolia Canada shall not be responsible for the replacement of consumable and spare parts items used in operation of the Products.

11. Exclusions and limitation of liability

11.1. The total and aggregate liability of Veolia Canada to the Customer, whether in contract, tort (including negligence), statute or under any other legal theory whatsoever shall in no event exceed twenty-five percent (25%) of the Order price. 11.2 Veolia Canada shall in no event be held liable to Customer for any indirect, special, punitive or consequential damages whatsoever arising under the Order, including any loss of profits, loss of revenues, loss of opportunities, loss of use, loss of production, loss of contracts. 11.3 The present clause 11 shall apply notwithstanding any other provision of any Order.

12. Purpose of products

12.1 The Customer acknowledges it relies solely on its own skill and judgment in all respects and in particular: a) in its decision to purchase the Products; and b) that the Products are fit for the purpose for which they are being acquired. 12.2 It is the Customer's sole responsibility to ensure that the Products are used for the purposes for which they were intended to be used.

13. Force Majeure

13.1 Veolia Canada shall not be held liable for any delay or failure in performance of any part of the Order to the extent that such delay or failure is caused by an event of force majeure, being an occurrence (other than in respect of the financial capability of a party) which prevents or delays a party from performing its obligations and which is beyond the reasonable control of such party, and which shall include, without limitation: accidental damage to its equipment or machinery; acts of God or of public enemy; blockade, rebellion, insurrection, riot or other civil unrest or violence or sabotage; weather conditions, fire, storm, flood, earthquake, or other natural disaster; terrorism, bomb or explosion; war; illness, epidemic or pandemic, including COVID-19; quarantine restrictions; industrial or labor dispute, labor shortage; transportation embargo; act or omission (including laws, regulations, disapprovals or failures to approve) of any other person (including a government, government agency, a supplier or a sub-contractor). 13.2 If any such event occurs, and Veolia Canada is delayed or unable to perform, Veolia Canada shall give notice to the Customer, and shall be automatically relieved from performance of the Order for the entire duration of such event. 13.3 If the said event lasts for more than thirty (30) days, Veolia Canada shall have the right to terminate the Order with immediate effect by giving written notice to the Customer. 13.4 If Veolia Canada terminates an Order under this clause 13.3 due to a Force Majeure event as described in 13.1 affecting the Customer, the Customer shall pay Veolia Canada all costs incurred or damages suffered by Veolia Canada in connection with the Order (including without limitation any charges, duties, taxes, expenses, design costs, purchasing costs or other outgoings paid or incurred in the expectancy of completion of the Order).

14. Export control

Unless otherwise agreed by the parties in writing, and to the extent applicable to the Work, the Customer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Products from and after Customer's receipt of the Products, as well as for the proper management and disposal of all wastes and residues associated with the Products (including but not limited to containers, excess or off-spec product, testing wastes, e.g., spent or expired lab reagents and test kits). Customer agrees to ensure that all Products provided to Customer for export are exported only in compliance with applicable export control laws and regulations. Any permits and licenses which are required to operate or to use the Products shall be procured by Customer at Customer's sole expense.

15. Intellectual property

The Customer acknowledges that Veolia Canada preserves all the Intellectual Property rights on all Products of the Order. Accordingly, the plans, technical drawings and specifications supplied by Veolia Canada and more generally any documents or information communicated in conformance with the Order remain the full and whole property of Veolia Canada and can in no way be used by the Customer for any other purpose other than that set out in the Order. As such, Veolia Canada grants to the Customer a non-exclusive license to use such documents exclusively for the purpose of installing, maintaining and repairing the Products. During the execution and for five years following the termination date of the Order, the Customer commits not to reveal to any third party, officially or not, directly or indirectly, in writing or by other means, all or any of the information which would have been communicated to the Customer by Veolia Canada within the framework of the Order, except if the Customer obtains Veolia Canada's prior written approval. The term "information" includes, without limitation, the knowledge, the plans and the worksheets, and generally, all the technical, financial or commercial information that was exchanged or communicated in relation to the Order.

16. Customer's default

16.1 If: a) the Customer fails to make any payment required under the Order, including interests and any other amount owing to Veolia Canada, on the date or dates due; b) the Customer breaches any other provision of the Order, Offer or of the present Terms and Conditions and fails to remedy the breach within seven (7) days after receiving a written notice requiring it to do so; or c) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person in respect of part or all of the Customer's assets or business, Veolia Canada may: i) declare the entire sum remaining unpaid under the Order to immediately become due and payable; or ii) require the Customer to pay in advance of delivery or completion; or iii) suspend or cease performance until all amounts owing to Veolia Canada are paid in full; or iv) request the Customer to immediately return to Veolia Canada any Product for which full payment has not been received by Veolia Canada; or v) enter the premises in which the Products are stored and retake possession of them; and/or vi) resell all or part of the Products without notice. 16.2 This clause shall not limit any other right Veolia Canada may have to recover damages for breach of contract or any other claim under statute or at common law. For greater certainty, no failure or partial exercise of any remedy or delay in exercising any remedy, shall operate as a waiver thereof; the rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law. 16.3 Further to the foregoing, in the event of any one of the occurrences described in 16.1a) to c), Veolia Canada may also elect to terminate the contract in relation to the Order without prejudice to its right to claim all payment owed under the Order and under the present terms and conditions.

17. Early Termination

The Customer shall pay Veolia Canada, at the latest within 30 calendar days following the effective date of termination of the Order, the value of the Work conducted, performed or delivered on the Site in accordance with the Order and all the amounts remaining due to Veolia Canada on the date of termination and any early termination costs incurred or expected by Veolia Canada.



GENERAL TERMS AND CONDITIONS FOR SALE

18. Applicable law

Veolia Canada and the Customer agree that the Offer, the Order and these Terms and Conditions shall be governed in accordance with Canadian federal laws and the applicable provincial laws in which delivery occurs (the "Province"). For any delivery outside of Canada, the laws of the province of Ontario shall apply. All disputes arising between the parties in respect of such Offer, Order or Terms and Conditions shall be settled by arbitration, in the city of Montreal, Québec unless otherwise agreed to by the Parties.

19. Notices

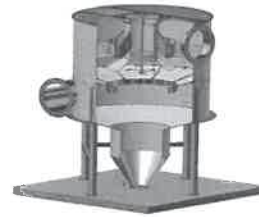
19.1 All notices required to be given under the Order must be sent to the address of the recipient as set out in the Order (or any other address notified in writing by the recipient in accordance with the present clause). 19.2 Any notice will be deemed to have been duly given, if sent by mail, five (5) business days after posting, if delivered by hand, on signature of receipt acknowledging delivery and, if sent by facsimile transmission, on generation of an acknowledgment that the transmission has been successfully completed.

Englewood, FL
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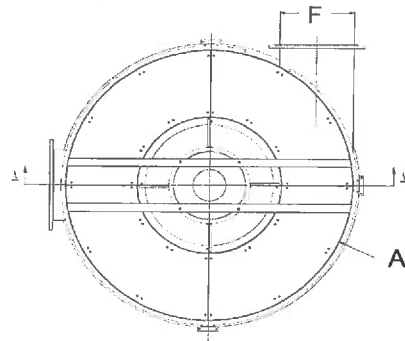
Model # JMDB/3-30SX

Selection

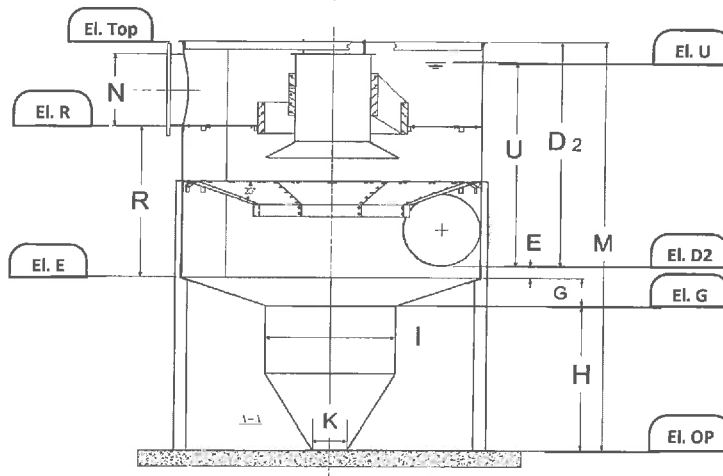
Quantity	1
Unit Type	BioMECTAN®
Peak design flow per unit	6.60 MGD
Unit rated Capacity	8.00 MGD
Installation Type	Self-standing Steel tank (included)
Rotation	Clockwise
Outlet Condition (freefall)	15.9 in
Headloss (at peak flow)	8.7 in
Grit Extraction Type	Bottom Suction Grit Pump
Grit Extraction Flow	175 GPM
Wash Water	Grey water recirculation
Main Power Supply	460V / 3Ph / 60Hz
Unit weight	4295 Lbs



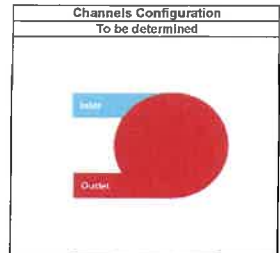
Dimensions



Dimensions (in)	
A	Ø120
D2	102.0
E	6.0
F	Ø30
G	11.0
H	72.0
I	Ø60
K	Ø16
M	191.0
N	Ø30
R	66.0
U	84.6

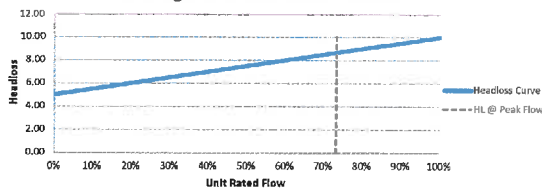


Elevations (ft)	
El. Top	36.92
El. U	35.47
El. R	33.42
El. D2	28.42
El. E	27.92
El. G	27.00
El. OP	21.00



Hydraulics and Performances

Variation of Headloss across the unit with regards to Unit Rated Flowrate



Dimensions are in inches

The efficiency levels below apply to all flowrates and relate to grit having a S.G. of 2.65 and to the difference in grit content in the influent channel, as compared to that in the effluent channel.

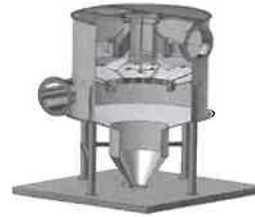
BioMECTAN® Grit Removal Efficiency
95% Removal Down to 200 Mesh (75 Microns)

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Model # JMDB/3-30SX

Selection

Quantity	1
Unit Type	BioMECTAN®
Peak design flow per unit	6.60 MGD
Unit rated Capacity	9.00 MGD
Installation Type	Self-standing Steel tank (included)
Rotation	Clockwise
Outlet Condition (freefall)	15.9 in
Headloss (at peak flow)	8.7 in
Grit Extraction Type	Bottom Suction Grit Pump
Grit Extraction Flow	175 GPM
Wash Water	Grey water recirculation
Main Power Supply	480V / 3Ph / 60Hz
Unit weight	4295 Lbs



Scope of Supply

Self-standing pre-fabricated tank

Qty. 1	Steel Tank		INCLUDED	Qty. 1	Walkway Path		INCLUDED
	Tank and Supports	0.25 in	SS316		Covers	Checker-plate or solid SS316 plate	
	Inlet/Outlet Flange	ANSI - Roll on type	SS316				
	Bottom Grit Suction Connection	Ø4 in	SS316				
	Drain Connection	Ø2.0 in ANSI (Ø51 mm)	SS316				
Qty. 1	Internal 360° Conical Baffle Assembly		SS316		Anchor		
Qty. 1	Central Deflector, Annular Weir and Top Floor Assembly		SS316		Type / Material	As preferred	NOT INCLUDED
					Operating Floor	Internally Threaded	Ø5/8 in

Gray Water Fluidization and Recirculation System

Qty. 1	Water Fluidization System	45 GPM @ 55 psi	INCLUDED
Qty. 1	Solenoid Valve	Ø1.5 in FNPT [Ø38 mm] 120 V Cl.1 Div.1 NEMA-7	SS316
Qty. 1	Manual Valve	Ø1.5 in FNPT [Ø38 mm]	SS316
Qty. 1	Fluidization Nozzle		Teflon
Qty. 3	Eductor Nozzles	Ø3/4 in [Ø19 mm]	SS316
Qty. 1	Booster Pump		
	Pumping Capacity	60 gpm	
	Motor	480V / 3Ph / 60Hz 5 HP (3.72 kW)	Premium Efficiency

Grit Extraction System

Qty. 1	Grit Pump Gorman-Rupp® T-Series	175 GPM @ 32 ft TDH	INCLUDED
	Motor	WEG 7.5 HP (5.59 kW) Cl.1 Div.1 TEFC Single Speed 1750 RPM	Premium Efficiency 1.15 s.f. Class F insulation
	Skid Base Height	4 in	Epoxy Painted Carbon steel

Note: Isolation valves are not included in this scope of supply. To be supplied by others. Valves should be of normally closed type.

Note: Connections between the booster pump and valves is included and mounted on a skid. All connections from tank to skid and from skid to tank is to be provided by the contractor.

Control System

Qty. 1	Main Control Panel	Unclassified Area	NEMA-4X SS316	INCLUDED	Qty. 1	Local Control Station (Extraction Pump)	Cl.1 Div.1	NEMA-7	INCLUDED
	PLC with Ethernet Port		CompactLogix L18	UL Approval		Qty. 1	Emergency Stop (Pushbutton)		
	Operator Interface Screen		7 inches			Qty. 1	Off/Remote/Man.Test* (Selector Switch)	* Spring Return	
	Main fusible disconnect switch with splitter		22 mm	NEMA-4X					
	Operator devices (selectors, buttons, lights)			NEMA-4X					
	Motor(s) full voltage non-reversible starter(s)			IEC Rate	Qty. 1	Local Control Station (Recirculation Pump)	Cl.1 Div.1	NEMA-7	INCLUDED
	Equipment power supply protection					Qty. 1	Emergency Stop (Pushbutton)		
	Safety barriers for digital signals					Qty. 1	Off/Remote/Man.Test* (Selector Switch)	* Spring Return	

Options

Qty. 0	Walkway (elevated)			NOT INCLUDED
Qty. 0	Parshall Flume	24 in		NOT INCLUDED
Qty. 0	Level / velocity control plates			NOT INCLUDED
Qty. 0	Grit Pump Casing Heater			NOT INCLUDED
Qty. 0	Grit Performance Testing			NOT INCLUDED
Qty. 1	Odor Control Connection (for self-standing tank)	Ø4.0 in ANSI [102 mm]		INCLUDED

Spare Parts (per unit)

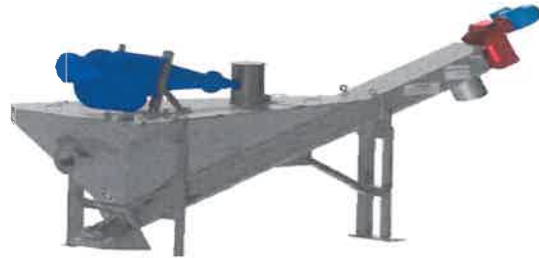
Qty. 0	Set of Gaskets		NOT INCLUDED
Qty. 0	Pump Mechanical Seal		NOT INCLUDED
Qty. 0	Solenoid Valve		NOT INCLUDED

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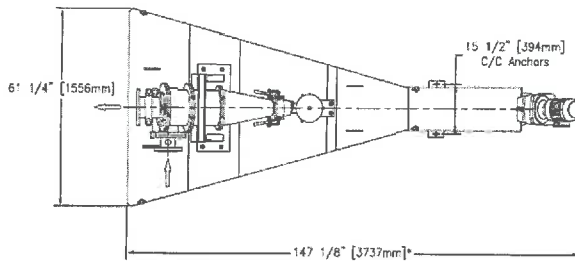
Model # GDCSW/9-12-25XA

Selection

Quantity	1
Material Handling	Grit
Extraction Type	Grit Pump
Extraction Flow	175 GPM
Number of Inlet(s)	1
Inlet Component	Hydro-Cyclone
Inlet Flow	10 to 20% of extraction flow
Grit Recovery	95% of 200 mesh [75 microns] particles
Inlet Pressure Drop	6.51 psi
Hopper Hydraulic Capacity	165 GPM
Solid Handling Capacity	60 ft ³ /h
Installation Angle	25 °
Discharge Height	57 in
Wash Water (if applicable)	Potable or Treated Effluent
Main Power Supply	460V / 3Ph / 60Hz
Unit weight	2181 lbs

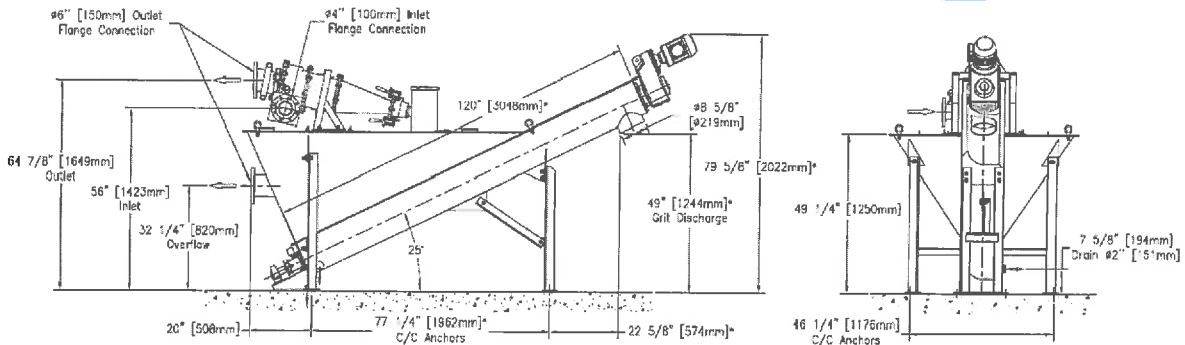


Dimensions

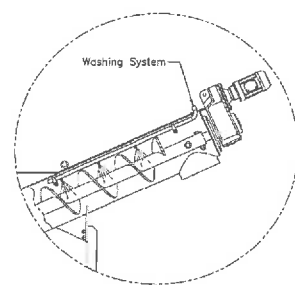
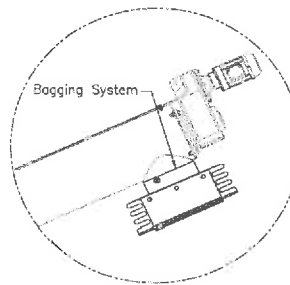
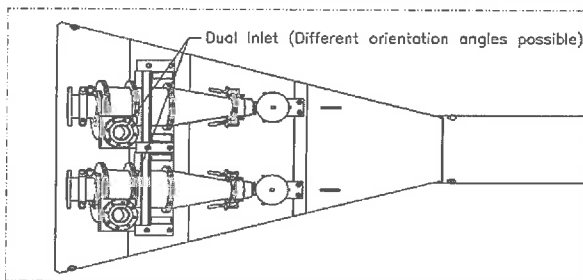


DO NOT USE FOR CONSTRUCTION
FOR INFORMATION ONLY

Length of auger will be 144 inches instead of 120 inches, as represented on project plan drawings.



Possible Options



Englewood, FL
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Model # GDSCW9-12-25XA

Selection

Quantity	1
Material Handling	Grit
Extraction Type	Grit Pump
Extraction Flow	175 GPM
Number of Inlet(s)	1
Inlet Component	Hydro-Cyclone
Inlet Flow	10 to 20% of extraction flow
Grit Recovery	96% of 200 mesh [75 microns] particles
Inlet Pressure Drop	6.51 psi
Hopper Hydraulic Capacity	165 GPM
Solid Handling Capacity	60 ft ³ /h
Installation Angle	25 °
Discharge Height	57 in
Wash Water (if applicable)	Potable or Treated Effluent
Main Power Supply	460V / 3Ph / 60Hz
Unit weight	2151 lbs



Scope of Supply

Inlet Hopper				Trough and Support			
Hopper	Thickness	0.1875 in	SS316	Trough	Length	12 ft	SS316
	Covers Thickness	18 Ga			Thickness	0.25 in	
	Overflow Diameter Connection	Ø6 in ANSI [Ø152 mm]			Trough Drain Connection	Ø2 in MNPT [Ø51 mm]	
Settling Plates	Thickness	18 Ga	SS316	Support	Thickness	0.25 in	SS316
Screw Assembly				Drive system			
Spiral Screw	Shafted - Full pitch		SS316	Motor	WEG	1 HP (0.74 kW)	Premium Efficiency
	Diameter	Ø9 in			Cl.1 Div.1	TEFC	1.15 s.f.
	Flight Thickness	Ø0.25 in			Single Speed	1750 RPM	Class F Insulation
Screw Shaft	Diameter	Ø2 in		Reducer	SEW	11 RPM	Parallel-Helical Type
	Lower Shaft Assembly	Watertight Sacrificial Bushing			1.4 s.f. (per AGMA)		
Inlet Component				Anchors			
Qty. 1	Cyclone	Inlet direction: From the top (to be confirmed)		Type / Material	As preferred	NOT INCLUDED	
	Inlet Diameter	Ø4 in ANSI [Ø102 mm]	Painted A36 Carbon Steel	Operating Floor	Internally Threaded	Ø5/8 in	
	Overflow Diameter	Ø6 in ANSI [Ø152 mm]	Painted A36 Carbon Steel				
	Housing	Ø10 in [Ø254 mm]	Painted A36 Carbon Steel				
	Inlet Head Liner		Pure Gum Rubber				
Control System							
Qty. 1	Main Control Panel	Unclassified Area	NEMA-4X SS316	INCLUDED	Qty. 1	Local Control Station	Cl.1 Div.1
	Included in Common Control Panel			UL Approval			NEMA-7
	Details and components as per main control panel				Qty. 1	Emergency Stop (Pushbutton)	INCLUDED
	Main fusible disconnect switch with splitter				Qty. 1	Manual/Remote/Man.Test* (Selector Switch)	
	Operator devices (selectors, buttons, lights)			22 mm		* Spring Return	
	Motor full voltage reversible starter			NEMA-4X			
	Equipment power supply protection			NEMA-4X			
	Safety barriers for digital signals			IEC Rated			
Options				Spare Parts (per Unit)			
Qty. 0	Rigid Discharge Tube			NOT INCLUDED	Qty. 0	Cyclone Apex Insert	NOT INCLUDED
Qty. 0	Flexible Discharge Sprout			NOT INCLUDED	Qty. 0	Cyclone Cone Section Liner	NOT INCLUDED
Qty. 0	Bagging System	295 ft		NOT INCLUDED	Qty. 0	Cyclone Cylinder Section Liner	NOT INCLUDED
Qty. 1	Odor Control Connection			INCLUDED	Qty. 0	Cyclone Inlet Head Liner	NOT INCLUDED
Qty. 0	Cold Weather Protection Package (auger trough only)			NOT INCLUDED	Qty. 0	Bottom Bearing Assembly	NOT INCLUDED
Qty. 0	Safety Pull Cord	NEMA-7		NOT INCLUDED	Qty. 0	Bagger cartridge (295 ft [90 m])	NOT INCLUDED
Qty. 1	Washing System	3 GPM @ 40 psi		INCLUDED			
	Spray Wash Manifold	Ø1/2 in FNPT [Ø12.7 mm]					
Qty. 3	Spray Nozzles	Ø1/8 in FNPT [Ø3 mm]		Bronze			
Qty. 1	Solenoid Valve	Ø1/2 in FNPT [Ø12.7 mm]		SS316			
		Cl.1 Div.1					
Qty. 1	Manual Ball Valve	Ø1/2 in FNPT [Ø12.7 mm]		NEMA-7			
				SS316			

Teresa Herzog

From: Kahler, Ray - Xylem <Ray.Kahler@xylem.com>
Sent: Thursday, September 1, 2022 12:01 PM
To: Keith Ledford
Cc: Dave Larson; Ron Franklin
Subject: RE: EWD WRF Headworks Pump Station
Attachments: Englewood Water District - Headworks PS - FLYGT - DPO PROPOSAL.pdf

Keith,
See attached. This number should be good as long as equipment is ordered by the end of 1st quarter 2023.
Thank you,

RAYMOND "RAY" KAHLER
Sales Representative
M: 239-633-2554
O: 239-322-3256
5771 Country Lakes Drive
Fort Myers, FL. 33905
ray.kahler@xylem.com
[CONTACT SUPPORT / LEAVE FEEDBACK](#)



From: Keith Ledford <kledford@englewoodwater.com>
Sent: Thursday, September 1, 2022 11:38 AM
To: Kahler, Ray - Xylem <Ray.Kahler@xylem.com>
Cc: Dave Larson <dlarson@englewoodwater.com>; Ron Franklin <rfranklin@englewoodwater.com>
Subject: RE: EWD WRF Headworks Pump Station

Understood. I believe that the electrical engineer is taking care of it with their design as these pumps will be on VFD's. I will follow up with Kimley Horn to make sure we haven't missed anything.

Keith R. Ledford, Jr., P.E.
Technical Support Manager
Englewood Water District
201 Selma Avenue
Englewood, FL 34223
kledford@ewdfl.com
(941) 474-3217 (office)
(941) 460-1020 (desk)

(941) 460-1025 (fax)



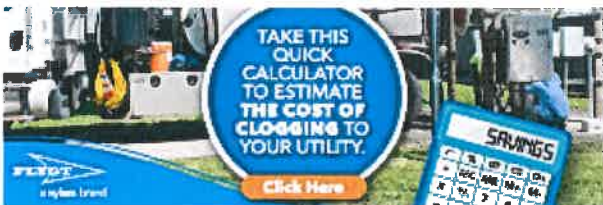
From: Kahler, Ray - Xylem <Ray.Kahler@xylem.com>
Sent: Thursday, September 1, 2022 11:36 AM
To: Keith Ledford <kledford@englewoodwater.com>
Cc: Dave Larson <dlarson@englewoodwater.com>; Ron Franklin <rfranklin@englewoodwater.com>
Subject: RE: EWD WRF Headworks Pump Station

Keith,

Just an FYI... I also haven't seen a plan for the Electrical Controls on this yet so note that there is no allowance for controls in this pricing.

Thank you.

RAYMOND "RAY" KAHLER
Sales Representative
M: 239-633-2554
O: 239-322-3256
5771 Country Lakes Drive
Fort Myers, FL. 33905
ray.kahler@xylem.com
[CONTACT SUPPORT / LEAVE FEEDBACK](#)



From: Keith Ledford <kledford@englewoodwater.com>
Sent: Thursday, September 1, 2022 11:30 AM
To: Kahler, Ray - Xylem <Ray.Kahler@xylem.com>
Cc: Dave Larson <dlarson@englewoodwater.com>; Ron Franklin <rfranklin@englewoodwater.com>
Subject: RE: EWD WRF Headworks Pump Station

Ray,

That would depend on what the lead times are? We are trying to finalize the project and put it out to bid within the next 2 months. One of the items that we are looking to direct purchase has a lead time of 11 months. If the Flygt items have a much shorter lead time, we would probably wait a bit to order.

Keith R. Ledford, Jr., P.E.

Technical Support Manager
Englewood Water District

201 Selma Avenue

Englewood, FL 34223

kledford@ewdfl.com

(941) 474-3217 (office)

(941) 460-1020 (desk)

(941) 460-1025 (fax)



From: Kahler, Ray - Xylem <Ray.Kahler@xylem.com>

Sent: Thursday, September 1, 2022 11:15 AM

To: Keith Ledford <kledford@englewoodwater.com>

Cc: Dave Larson <dlarson@englewoodwater.com>; Ron Franklin <rfranklin@englewoodwater.com>

Subject: RE: EWD WRF Headworks Pump Station

Keith,

When do you expect to take delivery of this equipment?

Prior to the end of Q-1 2023?

Thank you,

RAYMOND "RAY" KAHLER

Sales Representative

M: 239-633-2554

O: 239-322-3256

5771 Country Lakes Drive

Fort Myers, FL. 33905

ray.kahler@xylem.com

[CONTACT SUPPORT](#) / [LEAVE FEEDBACK](#)

xylem
Let's Solve Water



From: Keith Ledford <kledford@englewoodwater.com>

Sent: Thursday, September 1, 2022 11:07 AM

To: Kahler, Ray - Xylem <Ray.Kahler@xylem.com>

Cc: Dave Larson <dlarson@englewoodwater.com>; Ron Franklin <rfranklin@englewoodwater.com>

Subject: EWD WRF Headworks Pump Station

Ray,

As you are aware, we are working with Kimley Horn on the design of a new headworks for our WRF. As part of that project, there will be a new pump station that we intend to use Flygt pumps. In order to save some money, we are looking to direct purchase some of the equipment for the project, including the Flygt components for the pump station. Attached is the quote that you had previously provided them.

In reviewing the quote, I do not think that we will need the Basic Repair Kits. Also, I would like to remove the hatch cover from this quote and leave that up to the contractor to provide with all of the other covers on the project. Can you please update this quote, less those two items, with EWD pricing?

Thank you,

Keith R. Ledford, Jr., P.E.

Technical Support Manager

Englewood Water District

201 Selma Avenue

Englewood, FL 34223

kledford@ewdfl.com

(941) 474-3217 (office)

(941) 460-1020 (desk)

(941) 460-1025 (fax)



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Xylem Water Solutions USA, Inc.

5771 Country Lakes Drive Fort Myers, Florida 33905
Phone: 239-693-5226 Fax: 239-693-1485

Date: 09-1-2022

To: Englewood Water District

Quote#: 2022-FTM-0337_1_2 (RK)

Subject: Englewood Headworks PS
Englewood Water District - DPO Proposal

We are pleased to offer the following equipment:

- (3) 8"Np3202.095/642MT Hard Iron imp 35Hp/460V/3Ph. FLYGT FM Rated Pumps, Prepared for Flush Valve, FLS Leakage Detector, and 50' of Motor Cable.
- (3) DISCHARGE CONNECTION, 8"X8" C.I.
- (3) 25'X3/8" 316SS Lifting Chain
- (6) 20' X 3" Guide Rail 316SS (120' Total)
- (3) 3" Upper Guide Bar Bracket 316SS
- (3) 30" x 30" x 0.25" 316SS Base Plates
- (24) 3/4"-10 x 12" threaded rod 316ss with adhesive anchoring system
- (1) Cable Holder 316SS
- (3) Cable Hooks
- (1) Start-Up Charge

NOTE: Spare Parts and Hatch Covers removed at the request of Englewood Water District.

NOTE: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

Total Equipment Price (including standard freight): \$192,594.00 plus taxes, if applicable.

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages.

Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: Full Freight Allowed

Validity: This Quote will expire in thirty (30) days unless extended in writing by Xylem Water



Terms of Payment: Solutions USA, Inc.
90% N45 after invoice date; 10% NTE 120 after initial invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local FLYGT Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,
Raymond C. Kahler IV

Raymond C. Kahler
Sales Representative
Phone: 239-322-3259
Cell: 239-633-2554
Ray.kahler@xylem.com
Fax: 239-693-1485

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2022-FTM-0337_1_2(RK)
Customer Name: Englewood Water District
Job Name: Englewood Headworks PS
Freight: INCLUDED

Total Base Amount (including standard freight): \$ 192,594.00 plus taxes, if applicable.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____



BOARD AGENDA ITEM SUMMARY

8e

MEETING DATE: January 5, 2023

SUBJECT: Charlotte County-EWD LIHWAP Agreement

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPARTMENT: **Administration**

ITEM: **Charlotte County-EWD LIHWAP Agreement.**

PURPOSE / JUSTIFICATION: **Charlotte County Human Services has requested EWD's participation in Florida's Low-Income Household Water Assistance Program (LIHWAP). In partnership with the Florida Department of Economic Opportunity (DEO), their agency will be assisting eligible residents who have overdue or unpaid water utility bills by making direct payments to participating water service providers. LIHWAP is a temporary assistance program created to help households and families in emergency situations maintain essential drinking water and wastewater utility services. Their mission is to support equitable access to the LIHWAP resources in communities that can most benefit because water assistance is critical and they believe this initiative will help households in need. Eligible households will receive financial assistance through a direct payment made to their water service provider. This agreement has been reviewed by staff and District Counsel and was found to be appropriate.**

MOTION: **To authorize Administrator, Ray Burroughs to sign the LIHWAP agreement between Charlotte County and the Englewood Water District.**

Prepared By: **Teresa Herzog**

Date: **December 30, 2022**

Approvals:



Administrator

Finance

Technical Support

Water Operations

Wastewater Operations

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

ATTACHMENTS: **LIHWAP Agreement**

**Low-Income Household Water Assistance Program (LIHWAP)
Vendor Agreement**

THIS VENDOR AGREEMENT (“Agreement”) is made by and between Charlotte County, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948 (the “Recipient”) and the undersigned water vendor, Englewood Water District, 201 Selma Avenue, Englewood, Florida 34233 (the “Vendor”), wherein the parties hereby agree to the following conditions. Vendor customers who receive Low-Income Household Water Assistance Program (“LIHWAP”) financial assistance are referred to as “Client(s).”

1. This Agreement will be effective on the last date signed below (“Effective Date”) and will expire on September 30, 2023. The term of this Agreement shall relate back to October 1, 2021 and shall be for two (2) years. This Agreement shall be reviewed and, to the extent the parties agree on the terms and conditions, be renewed by both parties at least every two (2) years. Vendor and Recipient may terminate the Agreement for convenience or cause with thirty (30) days’ written notice to the other.
2. Recipient’s representative(s) authorized to resolve a crisis situation and make a payment commitment on behalf of a Client are:
 - a. Authorized Recipient Representatives and Human Services Manager, or Incumbent.
3. Vendor’s representative(s) authorized to resolve a crisis situation are:
 - a. Authorized Vendor Representatives and Manager or Incumbent.
4. Recipient shall make water payments directly to Vendor on behalf of LIHWAP Clients through Recipient’s checks.
5. Vendor assures that no household receiving LIHWAP assistance will be treated in violation of any applicable law by Vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
6. Vendor will not discriminate, either in the cost of goods supplied or the services provided, contrary to applicable law against the eligible Client on whose behalf the payments are being made.
7. Vendor acknowledges that only water-related elements of a utility bill are to be paid. No electric charges may be paid, except if required by the Vendor to resolve the crisis, and no other resources to pay that portion of the bill can be secured by the Client or Recipient. Subject to the qualification in the next sentence of this paragraph, Recipient and Vendor agree that Vendor will endeavor to cause only water-related elements of a utility bill to be considered for payment with LIHWAP funds. Notwithstanding anything to the contrary in this Agreement, Recipient acknowledges that the Vendor cannot apply payments, or portions thereof, specifically against water-related charges, as Vendor payment processing always satisfies the oldest outstanding debit, regardless of debit type.
8. Recipient may not pay for charges that result from illegal activities including, but not limited to, returned check fees, meter tampering, and more. Vendor is aware that such charges are the responsibility of the Client.

9. Vendor acknowledges that when the LIHWAP benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
10. The Recipient shall collect a signed Authorization for Release of General and/or Confidential Information for LIHWAP Data from each eligible Client and ensure the signed releases are available for inspection by the Vendor.
11. Subject to the Client providing a signed release and authorization to disclose to the Recipient certain Client non-public information, Vendor agrees to:
 - a. assist Recipient in verifying the LIHWAP Client's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis; and
 - b. allow such Client's information to be collected and used by the Recipient as part of the Recipient's annual LIHWAP reporting performance measures to the Department of Economic Opportunity (DEO).

The Vendor acknowledges that as long as an approved release and authorization form for LIHWAP data is collected and available, the Vendor will provide the agreed upon LIHWAP data to DEO upon request.

12. In addition, and subject to the Vendor's privacy requirements, the Vendor agrees to verify for the Recipient the following Client account information:
 - a. current amount owed;
 - b. due date/disconnect dates; and
 - c. amount necessary to resolve the crisis situation.
13. Recipient commits to make payment to Vendor no more than forty-five (45) days from the commitment date.
14. Vendor acknowledges that if LIHWAP payments made to Vendor cannot be applied to Client's account, the funds will be returned to Recipient or, with Recipient's approval, applied to another eligible Client's account.
15. Vendor must be in "active" status with the state of Florida at <http://sunbiz.org/search.html> and Vendor's name must be checked on SAM at <https://www.sam.gov>. The name on this Agreement must match the legal business name on the State of Florida's website.
16. This Agreement must be signed by an authorized representative of both Recipient and Vendor authorized to enter into such commitments.
17. Recipient is a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, and is entitled to sovereign immunity. Recipient is responsible for its own negligence only to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to waive Recipient's sovereign immunity. Nothing herein may be construed as consent by Recipient to be sued by third parties in any manner arising out of any contract.
18. **Notices.** Unless otherwise specifically provided herein, all notices to be given hereunder shall be in writing and shall be deemed to have been properly given upon delivery or attempted delivery if served by (i) personal delivery during normal business hours; (ii) registered or certified mail, return receipt requested, in a properly sealed envelope, postage prepaid, addressed to the party for which such notice is

intended; (iii) by expedited national courier service, at such party's address as set forth below; or (iv) by electronic mail or facsimile transmission, provided an original copy of the transmission shall be mailed by regular mail. All notices shall be effective on the date of delivery or attempted delivery.

If to Recipient:
County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948

If to Vendor:
Raymond Burroughs, Administrator
Englewood Water District
201 Selma Avenue
Englewood, FL 34233

19. **Applicable Law.** This Agreement and the rights and obligations of the parties will be interpreted in accordance with the laws of the State of Florida, with venue in Charlotte County, Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
20. **Severability.** If any provision of this Agreement, or the application of its provisions to any person or circumstance, is adjudicated as invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall remain in effect to the fullest extent practicable.
21. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be considered an original and all of which, when taken together, constitute one and the same instrument.
22. **Modifications.** Any and all modifications to this Agreement shall be in writing and signed by both parties.

[THE REST OF THIS PAGE IS BLANK. SIGNATURES ON FOLLOWING PAGE.]

RECIPIENT:

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

By: _____
Hector Flores, County Administrator
Per Resolution No. 2022-065

Date: _____

VENDOR:

ENGLEWOOD WATER DISTRICT

By: _____
Print Name: _____

Title: _____

Date: _____

ATTEST:

Roger D. Eaton, Clerk of Circuit
Court and Ex-officio Clerk to the
Board of County Commissioners

By: _____
Deputy Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: _____
Janette S. Knowlton, County Attorney
LR22-0996 _____

BOARD AGENDA ITEM SUMMARY

12a

MEETING DATE: January 5, 2023

SUBJECT: Water Adjustment Act After Hurricane Ian

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPARTMENT: **Administration**

ITEM: **Water Adjustment Act After Hurricane Ian**

PURPOSE / JUSTIFICATION: At the December 1st board meeting, staff was tasked with investigating assistance requests made following Hurricane Ian. Our insurance representative was not able to find any provision in our policy that would assist customers with their large bills caused by leaks. Our FEMA representative confirmed that FEMA does not cover loss of revenue. Additionally, staff contacted the surrounding utilities and found the following:

- Charlotte County Utilities created a special policy that if the loss was directly related to the storm and a customer requests an adjustment that fits the criteria, they will adjust the customer down to their regular monthly average for the same time period.
- Sarasota County Utilities and North Port Utilities are only doing their normal water adjustments for losses that occurred during Hurricane Ian and directing them to other possible sources of assistance, such as Sarasota County Hardship, the Red Cross, or the Florida Disaster Fund.

At this point, staff has processed 368 Hurricane Ian related adjustments. The fiscal impact of those adjustments thus far is as follows:

- Water Adjustments – Approximately \$190K
- Sewer Adjustments – Approximately \$46K
- Total Adjustments – Approximately \$236K

The customers who appealed to the board last month have all been offered a payment plan and are awaiting a final decision from the board.

MOTION:

Prepared By: **Teresa Herzog**

Date: **December 16, 2022**

Approvals:



Administrator

Finance

Technical Support







Water Operations



Wastewater Operations

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

ATTACHMENTS: **Charlotte County Utilities Hurricane Ian Water Loss Policy**

	Policies and Procedures Utilities	<i>No:</i> 047 <i>Date:</i> November 8, 2022					
<table border="0" style="width: 100%;"> <tr> <td data-bbox="256 426 511 457"><i>Subject:</i></td> <td data-bbox="511 426 998 457" style="text-align: center;">Hurricane Ian Water Loss</td> <td data-bbox="998 426 1369 516" rowspan="2" style="text-align: right; vertical-align: middle;">  </td> </tr> <tr> <td data-bbox="256 478 511 510"><i>Approval by:</i></td> <td data-bbox="511 478 998 510">Dave Watson, Utilities Director</td> </tr> </table>			<i>Subject:</i>	Hurricane Ian Water Loss		<i>Approval by:</i>	Dave Watson, Utilities Director
<i>Subject:</i>	Hurricane Ian Water Loss						
<i>Approval by:</i>	Dave Watson, Utilities Director						

INTRODUCTION

The intent of this policy is to define CCU's position on adjustments to individual residential water accounts due to loss from Hurricane Ian. This policy does not apply to any other adjustments for any other reason on accounts other than direct loss from the storm on the first bill immediately following the hurricane.

POLICY

CCU may adjust individual customer accounts on a case-by-case basis for water loss following Hurricane Ian. Criteria will be based on amount of water billed to a customer and the circumstances surrounding the loss. CCU may adjust due to broken pipes, home damage, and/or response time it took for staff to safely respond to emergencies. This adjustment will be provided for the first bill received by the customer immediately following the storm. CCU will not be adjusting the usage off of the customer account that went through the meter. CCU will adjust the monetary amount only.

CCU will handle water loss by creating a special code to track water loss by the Utility and requesting reimbursement through FEMA for our lost revenue.

This policy does not apply to any system with an individual PWSID Number.

EXPIRATION

This policy for Hurricane Ian will expire once everyone has gone through one billing cycle and received their first bill after the storm.

STATUS REPORT
For Board Meeting January 5, 2023

New Task Orders Assigned:

1. None

CIP/In-house Projects:

1. * **EBCO FM Replacement** – Staff still needs to grout the existing pipe and abandon it in place before the project is complete.
2. * **Elevated Tank Rehab** – Staff is working to finalize the bid package and plans to put this project out to bid.
3. * **LS #114 Improvements – Brook to Bay** – Prior to Hurricane Ian, DeJonge Excavating had installed the new lift station and associated collection piping and was preparing to reinstall the concrete RV pads and final restoration. Staff installed the new electrical service and control panel and is ready for inspection. Hurricane Ian caused quite a bit of damage inside the park and caused a portion of the retaining wall at the RV sites to collapse. Portions of the collection piping has been washed away due to the collapse and will have to be reinstalled.
4. * **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.
5. * **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.
6. **South WRF Drying Bed** – The bid opening took place on December 16, 2022, at 2:30 PM. Two bids were received but both were considerably higher than the Engineer's estimate. See Headworks project for more information.
7. **South WRF – New Headworks** – The bid opening took place on December 16, 2022, at 2:30 PM. Two bids were received but both were considerably higher than the Engineer's estimate. Staff is attempting to schedule a meeting with the low bidder to review their bid to see if there are any potential savings. Until that can be completed, staff is not ready to award the construction or engineering oversight portions of the project yet. The vendors for the direct equipment purchases have agreed to hold their pricing through January, therefore, staff believes it would be in the District's best interest to move forward with those purchases. The direct equipment purchases include the mechanical screen and compactor from Hydro-Dyne, the grit removal system from Veolia, and the master influent lift station pumps/equipment from Xylem.
8. **South WRF Generator Replacement** – A PO was issued to Mid Florida Diesel on January 7, 2022, for the purchase of a new 1250 kW Blue Star Generator. The initial delivery was expected to be approximately 26-30 weeks. Staff believes that we should be receiving the generator sometime in January.
9. * **V-1 Station Rehab** –GWE has submitted 90% site and structural plans for review and is currently working on the electrical design, OPCC and technical specifications.
10. * **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.
11. **Water Masterplan Update** – HDR was selected to perform the water masterplan update. Staff met with HDR on December 22, 2022, to review the preliminary scope. HDR is making the requested changes and will resubmit the scope after the holidays. Staff intends to bring the Task Order/Scope to the February Board meeting for approval.

STATUS REPORT

Developments/Projects Approved for Construction:

1. * **Beachwalk by Manasota Key Phase 1** – Phase 1D has been completed and approved by FDEP to place into service. The final watermain tie-ins took place on November 29, 2022. Phases 1A, 1B, 1C, 1D and 1E are now completed, leaving only Phase 1F to be completed.
2. * **Beachwalk by Manasota Key Phase 1 Amenity Center** – Construction has begun on the Amenity Center and the required utility connections.
3. * **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.
4. **Boca Royale Unit 18** – The Developer’s Agreement has been executed, plans approved, and signed FDEP applications have been returned to Morris Engineering.
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. * **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.
7. **Guardian Storage** – Installation of the utilities has begun. Collections will be installing the new vacuum pit within the next week or two. The Sarasota County Fire Marshall is now requiring the new main to be looped. DMK is working on reviewing the plans for EWD’s review.
8. **Park Forest Phase 7A** – The utilities have been fully tested and EWD has signed off on the FDEP application to place them into service.
9. * **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.
10. * **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.
11. **San Casa Multi-Family** – The lift station start-up took place on December 23, 2022. The contractor needs to bacteriological test the water main and then they will be ready to submit for final certification.
12. **Sarasota County Dearborn Improvements** – The substantial completion walk-thru is schedule for January 5, 2023, at 9 AM.
13. * **Sportport/Sportport 2.0** – The Developer plans to construct warehouses intended for RV storage on two parcels within Morris Industrial Park. Minor utility improvements are needed, including the installation of a fire hydrant and fire lines for both projects. Developer’s Agreements have been completed and plans have been approved.
14. **Suncoast Humane Society** – The Developer’s Agreement has been executed, plans approved, and signed FDEP applications have been returned to KH Engineering, LLC.

STATUS REPORT

15. * **Sure Safe Storage** – Construction has begun on the new 30,000 sf storage facility. The new building will require a new fire line.

Developments/Projects in Plan Review:

16. * **590 N. Indiana Ave Storage** – TDM Consulting, Inc. submitted utility plans for a new 136,900 SF 3-story self-storage facility located at 590 N. Indiana Ave. Staff returned comments on November 23, 2022.
17. * **Beachwalk by Manasota Key Phase 3** – Kimley-Horn submitted plans for Phase 3 of the Beachwalk project. Staff is reviewing the plans.
18. * **Beachwalk by Manasota Key Phase 4** – Kimley-Horn submitted plans for Phase 4 of the Beachwalk project. Staff is reviewing the plans.
19. * **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 has submitted a list of required corrections.
20. * **Gateway Court** – Cavoli Engineering resubmitted utility plans for the Gateway Court project, located south of the intersection of Old Englewood Rd and SR 776. Plans are ready to be approved but waiting on information from Cavoli to finalize the agreement.
21. * **Generation at Englewood** – The project consists of 306 multi-family units, amenity center, and small future commercial located on the corner of Pine St. and Crestwood Ave. Kimley-Horn submitted utility plans for review on November 22, 2022.
22. * **Lake Emily** – The Developer is now wanting to potentially phase the project. Banks Engineering will revise/update the plans and the agreement will need to be revised accordingly. Once completed, EWD will approve the plans and sign off on the FDEP applications.
23. * **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.
24. * **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. Staff returned comments on December 20, 2022.
25. * **Storage Depot 775** – TDM Consulting, Inc. submitted utility plans for a new 150,669 SF 5-story self-storage facility located on the south side of Placida Rd., just past Griggs Rd. Staff returned comments on November 23, 2022.

Upcoming Developments/Projects:

26. **200 Artists** – The project consists of 404 multi-family units and amenity center. Kimley-Horn submitted a conceptual master utility plan for comments on December 6, 2022.
27. * **Boca Royale East** – A virtual neighborhood workshop was held on Monday, October 24, 2022, to discuss the rezone application and Critical Area Plan (CAP) Amendment application that was submitted for the residential single family/planned unit development named Boca Royale East. This project lies with the Wellen Park boundary but is still part of the District's service area.
28. * **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.

STATUS REPORT

29. * **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.
30. * **Fairway Vistas at Myakka Pines** – Staff met with the developers of the property that surrounds the Myakka Pine Golf Course on Friday, October 21, 2022, to discuss future development plans. Current plans include, 877 single/multi-family units, and three neighborhood amenity centers. The developers intend to begin submitting for FDEP approval for utilities in October of 2023.
31. * **FDOT – Charlotte County Line to Tangerine Woods** – Green line mark-ups have been provided to Element Engineering Group.
32. **Manatee Cay** – AM Engineering is working on a subdivision design for 85 SF homes and an amenity center. The parcel is located on the West side of Pine St, just North of Medical Blvd.
33. * **Medical Twins** – Heidt Design is working on plans for two parcels located on Medical Blvd. adjacent to the Hospital and the YMCA. Preliminary plans indicate there will be 148 single family dwellings, 150 paired villas, and amenity center. Staff met with Pulte to discuss a potential agreement between Pulte, Sarasota County and EWD to provide an easement for access to EWD's property, as well as an additional easement through EWD's property so that Sarasota County can access their parcel.
34. * **Sarasota County Manasota Beach Rd Intersection Improvements** – Kimley-Horn has been selected to design the Manasota Beach Rd. improvements which includes milling and resurfacing of the intersection of Manasota Beach Rd. and Englewood Rd. 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.
35. * **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.
36. * **Waterside Drive Multi-Family** – Staff met with engineers from DMK to discuss a new development on Waterside Dr., south of Massachusetts Ave. The Developer plans to construct 35 – 800 SF elevated houses that would be rental properties. In order to serve the project, the watermain would have to be extended and would more than likely require a private lift station.



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: November 2022
Preparer's Name: Keith R. Ledford Jr., P.E.	Phone: 941-460-1020
Utility Address: 201 Selma Avenue	Email: Kledford@ewdffl.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: 1.81 MGD	
Month's Peak Daily Flow: 2.52 MG	

Sanitary Sewer Connection Information (In ERCs)		
	ERCs (MGD)	Connections
Total ERCs Permitted:	3.0 MGD	
Total ERCs Served:	20,034	16,477
Single Family:	15,351	15,341
Multi-Family:	2,745	310
Commercial:	1,938	826
Industrial:		
Other:		
Calculated Total Flows:	1.81	
Remaining ERCs Available:	1.19	

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: 2,713,268 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: 437,614 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: November 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: 2.73 MGD	
Month's Peak Daily Flow: 2.95 MGD	
Potable Water Connection Information (In ERCs)	
ERCs (MGD)	Connections
Total ERCs Permitted: 5.36 MGD	
Total ERCs Served: 22,958	18,683
Single Family: 17,060	17,045
Multi-Family: 2,824	347
Commercial: 3,074	1,291
Industrial:	
Irrigation:	
Other:	
Bulk Customer (Committed): 1	1
Calculated Total Flows: 2.73	
Remaining ERCs Available: 2.63	
Recycled Water Connection Information (In ERCs)	
Total ERC Capacity: 1.8 MGD	
Total ERCs Served: 1.8 MGD	
Industrial:	
Irrigation: 1.8 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: 2,857,000 Gallons	
Emergency Interconnect Information	
Interconnected Utility: Charlotte County & Sarasota County	
Amount Transferred(Received): 0	
Reason for Emergency Transfer:	

ENGLEWOOD WATER DISTRICT
SEPTEMBER 30, 2022, YTD FY23 NOVEMBER 2022
BALANCE SHEET

	<u>FY2022</u>	<u>YTD FY 2023</u>
ASSETS		
Current Assets		
Cash & Equivalents	\$ 3,316,997	\$ 879,603
Accounts Receivable	2,150,956	2,230,777
Accrued Interest Receivable	-	-
Inventory	1,559,955	1,675,449
Prepays	14,431	203,353
Total Current Assets	<u>7,042,338</u>	<u>4,989,181</u>
Noncurrent Assets		
Restricted Cash and Cash Equivalents	-	-
Restricted Assets: Investments	7,921,370	6,358,893
Investments	12,045,790	13,318,616
Connection Fees - Assessment Rec	1,434,533	1,405,097
Capital Assets (net)	90,237,022	90,873,561
Total Noncurrent Assets	<u>111,638,715</u>	<u>111,956,167</u>
Total Assets	<u>118,681,053</u>	<u>116,945,349</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	726,348	726,348
Total Deferred Outflow of Resources	<u>1,110,288</u>	<u>1,110,288</u>
LIABILITIES AND NET POSITION		
Current Liabilities		
Accounts Payable	550,647	203,166
Accrued Liabilities	650,467	467,168
Total Current Liabilities	<u>1,201,114</u>	<u>670,334</u>
Current Liabilities Payable from Restricted Assets		
Contracts Payable	-	-
Retainage Payable	(0)	(0)
Accrued Interest	57,203	57,203
Current Portion of Bonds and Notes Payable	2,423,651	838,390
Total Current Liabilities Payable from Restricted Assets	<u>2,480,854</u>	<u>895,593</u>
Noncurrent Liabilities		
Compensated Absences	644,293	663,494
Net OPEB Obligation	1,125,458	1,125,458
Derivative Instruments - Rate Swap	282,127	282,127
Bonds and Notes Payable, Net	1,803,519	1,803,519
Net Pension Liability	929,852	929,852
Total Noncurrent Liabilities	<u>4,785,249</u>	<u>4,804,450</u>
Total Liabilities	<u>8,467,217</u>	<u>6,370,377</u>
Deferred Inflow of Resources		
Deferred Amount on Pensions	3,913,291	3,913,291
	<u>3,913,291</u>	<u>3,913,291</u>
Net Position		
Net Investment in Capital Assets	86,009,853	88,231,653
Unrestricted	21,400,981	19,540,316
Total Net Position	<u>\$ 107,410,834</u>	<u>\$ 107,771,969</u>

**ENGLEWOOD WATER DISTRICT
INCOME STATEMENT**

YE FY22, NOVEMBER 2021, FY23 BUDGET, YTD FY23 NOVEMBER 2022

	YEAR END FY22	YTD FY22 NOVEMBER 2021	FY23 APPROVED BUDGET	YTD FY23 NOVEMBER 2022	Over (Under) Budget
Operating Revenues					
Water Services	\$ 8,567,689	\$ 1,275,050	\$ 9,080,022	\$ 1,403,616	\$ (7,676,406)
Waste Treatment	9,605,805	1,481,212	10,149,164	1,592,972	(8,556,192)
Accrued Guaranteed Revenue Fees	254,391	6,112	1,018,470	1,567	(1,016,903)
Other	329,765	97,934	330,716	33,156	(297,560)
Total Operating Revenues	18,757,650	2,860,308	20,578,372	3,031,310	(17,547,062)
Operating Expenses					
Water Production	3,584,458	301,549	3,997,037	433,610	(3,563,427)
Water Distribution	2,258,131	199,661	2,089,007	315,853	(1,773,153)
Waste Treatment	3,434,106	292,289	3,074,425	501,473	(2,572,953)
Waste Collection	4,835,824	374,125	3,453,436	1,124,996	(2,328,440)
Laboratory	259,921	42,212	323,798	61,036	(262,762)
General & Administrative	3,776,717	556,023	6,138,571	751,735	(5,386,836)
Total Operating Expenses	18,149,157	1,765,860	19,076,274	3,188,704	(15,887,571)
Operating Surplus (Deficit)	608,493	1,094,448	1,502,098	(157,393)	(1,659,491)
Non-Operating Revenues (Expenses)					
Interest Income	313,931	49,925	-	82,888	82,888
Net Increase (Decrease) in Fair Value of Investment	(1,007,081)	(98,747)	-	(30,352)	(30,352)
Assessment Revenue	75,150	784	-	13,814	13,814
Interest Expense	(196,515)	(88,818)	(217,015)	(65,803)	(151,212)
Other Revenues	-	-	-	-	-
Gain (loss) on Disposal of Capital Assets	34,440	-	-	-	-
Total Non-Operating Expenses	(780,075)	(136,855)	(217,015)	547	(84,862)
Surplus (Deficit) Before Contributions	(171,582)	957,593	1,285,083	(156,846)	(1,744,353)
Capital Contributions					
Cash	1,642,581	63,544	5,593,675	23,005	(5,570,670)
Non Cash	2,861,520	-	-	494,977	494,977
Total Capital Contributions	4,504,101	63,544	5,593,675	517,981	(5,075,694)
Change in Net Position	4,332,520	1,021,136	6,878,758	361,136	(7,284,671)
Total Net Position - beginning of year, as restated	103,078,314	103,078,314	107,410,834	107,410,834	
Total Net Position - end of year	\$ 107,410,834	\$ 104,099,450	\$ 114,289,591	\$ 107,771,969	

Englewood Water District
Investment Report
as of November 30, 2022

RBC	Market Value	Percent of Total
Certificate of Deposit	10,360,611	52.60%
Bonds- Revenue/General Obligation	-	0.00%
Government Backed Bonds	9,316,898	47.31%
Money Markets/Cash	17,670	0.09%
	<u>\$ 19,695,180</u>	<u>100.00%</u>

Centennial Bank

Cash Centennial- operating acct	1,360,276
Cash Centennial- money market	19,858
Total Cash	<u>\$ 1,380,134</u>

Total Cash and Investments **\$ 21,075,314**

Prev Month Investments	\$ 19,660,718
Prev Month - Cash - RBC	372,344
Prev Month - Cash - Centennial	1,229,172
Prev Month - Investments and Cash	<u><u>\$ 21,262,234</u></u>

Englewood Water District
RBC Investment Report
11/30/2022

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	248,978.73		4.96
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	244,938.75	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	169,933.70	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	249,990.00	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	164,930.70	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	57,975.64	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	134,943.30	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	149,913.00	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	249,597.50	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	249,850.00	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	249,410.00	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	249,222.50	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	249,402.50	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	249,275.00	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	256,699.68	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	98,949.00	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	99,485.00	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	187,370.40	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	172,233.25	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	48,448.50	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	59,389.20	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	96,756.00	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	245,160.40	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	246,111.60	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	57,206.56	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	49,195.00	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	86,869.34	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	34,370.35	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	199,820.00		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	98,080.00	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	236,892.50	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	58,914.00	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	58,699.20	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	136,956.40	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	72,409.74	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	73,156.50	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	243,695.00	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	60,605.00	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	49,853.52	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	237,375.00	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	75,428.43	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	29,090.40	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	136,585.40	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	110,325.78	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	48,733.00	3.030%	3.21
DISCOVER BANK CD	CD	254671V31	77,829.25	3.250%	3/16/2021	3/18/2021	6/11/2024	77,211.07	69,173.17	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	48,678.50	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	238,015.00	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	48,110.50	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	100,005.15	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	80,776.35	1.790%	3.88

Englewood Water District
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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)
STATE BANK OF INDIA	CD	8562842T0	101,577.10	3.250%	4/1/2020	10/17/2014	10/17/2024	95,000.00	91,637.00	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	233,864.00	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	81,183.48	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	70,204.50	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	65,814.70	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	181,152.00	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	227,793.65	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	219,604.20	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	239,497.50	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	147,260.72	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	97,435.44	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	224,875.00	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	221,670.00	0.450%	5.00
TEXAS EXCHANGE BANK	CD	88241TJJO	250,000.00	0.600%	10/13/2020	10/23/2020	10/23/2025	250,000.00	219,872.50	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	218,312.50	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	217,845.00	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	216,830.00	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	217,775.00	0.950%	5.00
Subtotal			10,531,534.47	108.100%		2,916,977.00	3,039,542.00	10,339,222.93	10,360,611.33		
US TREASURY SECURITIES	Bonds	912828Y79	274,526.43	2.875%	8/24/2021	8/25/2021	7/31/2025	250,000.00	241,905.00	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	157,067.20		4.96
TENNESSEE VALLEY AUTH	Bonds	880591CJ9	68,156.95	6.750%	11/18/2020	11/1/1995	11/1/2025	52,000.00	55,432.52	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	381,465.90		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	387,324.00	2.625%	2.00
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	1,465,785.00	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	1,349,328.75	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	447,600.00	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	239,365.00	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	486,270.00	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	491,835.00	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	479,455.00	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	492,315.00	3.490%	1.52
UNITED STATES TREASURY NOTE	Treasury note	9128285U0	552,358.97	2.625%	9/29/2022	12/31/2018	12/31/2023	560,000.00	547,640.80	4.042%	1.25
UNITED STATES TREASURY NOTE	Treasury note	912828ZY9	460,266.01	0.125%	7/6/2022	7/15/2022	7/15/2023	472,000.00	458,741.52	2.607%	1.00
UNITED STATES TREASURY NOTE	Treasury note	91282CAP6	662,230.37	0.125%	8/17/2022	10/15/2020	10/15/2023	685,000.00	657,867.15	3.073%	1.16
UNITED STATES TREASURY NOTE	Treasury note	912828B66	981,807.48	2.750%	9/29/2022	2/15/2014	2/15/2024	1,000,000.00	977,500.00	4.122%	1.38
Subtotal			8,190,524.14					8,277,000.00	9,316,897.84		
Cash Balance									17,670.46		
Subtotal Cash									17,670.46		328.19
Average % and Duration in Years										1.761%	3.47

Englewood Water District
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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)
										10,360,611.33	
										9,316,897.84	
										17,670.46	
										19,695,179.63	
										19,695,179.63	
										-	stmt diff