

**AGENDA**  
**REGULAR MEETING**  
**ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS**  
**201 SELMA AVENUE, ENGLEWOOD, FL 34223**  
**FEBRUARY 2, 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 – None
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. PRESENTATION – None
6. CONSENT SECTION
  - a. Minutes of the Annual & Organizational Meeting dated January 5, 2023
  - b. Big W Law Invoice Dated January 15, 2023
  - c. Xylem Pump Purchase for Inventory
7. ACTION ITEMS
  - a. WRF Headworks/Drying Bed Project Contractor/Engineer Bid Award
  - b. BOA Amendment to Loans
  - c. Warehouse Inventory of Water Meter
  - d. Water Masterplan Update Task Order
  - e. FDEM Delegation of Authority
  - f. Ratification of Emergency Procurement; Critical Equipment Repair, Vac-Con Truck
  - g. SRF Loan Application/Facility Planning
8. DISCUSSION
  - a. Code Red/Everbridge Emergency Notification Fees
9. 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 December
  - 2. Investment Statements for December

10. ATTORNEY'S REPORT – Robert H. Berntsson

11. OLD BUSINESS

12. NEW BUSINESS

13. 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.

14. BOARD MEMBER COMMENTS

15. 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 01/27/2023

# BOARD AGENDA ITEM SUMMARY

6a

MEETING DATE: February 2, 2023

SUBJECT: Minutes of the Annual & Organizational Meeting dated; January 5, 2023

CATEGORY:  Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPARTMENT: **Administration**

ITEM: **Request Board approval of the annual & organizational meeting minutes dated January 5, 2023.**

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

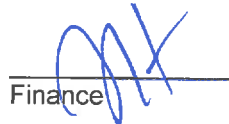
MOTION: **To approve the minutes of the annual & organization meeting dated January 5, 2023.**

Prepared By: **Teresa Herzog**

Date: **January 10, 2023**

**Approvals:**

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Finance

  
\_\_\_\_\_  
Technical Support

  
\_\_\_\_\_  
Water Operations

  
\_\_\_\_\_  
Wastewater Operations

ACTION TAKEN BY BOARD:  Denied  Approved / Resolution No: \_\_\_\_\_

ATTACHMENTS: **Minutes of the annual & organization meeting dated January 5, 2023.**

**MINUTES**  
**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. The meeting began with the Pledge of Allegiance and roll call to establish a quorum.
2. ANNOUNCEMENTS – Additions or Deletions – None
3. SERVICE AWARDS – With gratitude, Chair Meals presented service awards to the listed employees.
  - a. Phyllis Wright, Board of Supervisors District Seat #4 – 20 years
  - b. Michael Masesie, Wastewater Plant Operator – 5 years (Dave Larson accepted)
  - 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 – None
5. ADMINISTRATION OF OATH OF OFFICE – Attorney Berntsson took the floor and swore Ms. Wright and Mr. Stern into office.
6. PRESENTATIONS
  - a. Anfield Consulting – Rosanna “Ro” Catalano, Esq. – Ms. Catalano and Mr. Fernandez introduced their firm and spoke of their expertise as lobbyists.
  - b. Florida Sunshine Law – Attorney Berntsson did a slideshow presentation on the Sunshine Laws of Florida.
7. CONSENT SECTION – Mr. Stern moved, **“to approve the consent section of the agenda as presented,”** seconded by Ms. Wright.
  - a. Minutes of the Regular Meeting dated December 1, 2022 **23-01-05 CS A**
  - b. Big W Law Invoice dated December 16, 2022 **23-01-05 CS B**
  - c. Ratification of 2023 Officers **23-01-05 CS C**
  - d. Ratification of 2023 Schedule of Board Meetings **23-01-05 CS D**

**UNANIMOUS**

8. ACTION ITEMS

a. Centennial Bank Signature Card – Mr. Burroughs introduced the item. 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.

Ms. Crampton moved, **“I’ll make a motion,”** seconded by Mr. Stern.

**UNANIMOUS**

**23-01-05 A**

Full motion read: To make the following revisions to the operating account and close the medical reimbursement account.

Operating Account

Remove: Steve Samuels

Add: Lani Gaver

Keep: Raymond A. Burroughs

Keith Randall Ledford, Jr.

Lisa Powell Hawkins

Robert C. Stern, Jr.

Sydney B. Crampton

Phyllis E. Wright

b. Centrifuge #3 Replacement Purchase – Mr. Burroughs introduced the item. 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.

Ms. Wright moved, **“to approve as read,”** seconded by Ms. Gaver.

**UNANIMOUS**

**23-01-05 B**

Full motion read: 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.

c. Mobile Air Compressor Replacement – Mr. Burroughs introduced the item. 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.

Mr. Stern moved, **“I’ll make a motion,”** seconded by Ms. Gaver.

**UNANIMOUS**

**23-01-05 C**

Full motion read: 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.

d. South WRF Headworks/Drying Bed Project – Mr. Burroughs introduced the item. 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.

Ms. Gaver moved, "I'll make a motion," Ms. Crampton seconded.

**UNANIMOUS**

**23-01-05 D**

Brief discussion on moving forward with the project and potential grant funding took place.

Full motion read: 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.

e. Charlotte County-EWD LIHWAP Agreement – Mr. Burroughs introduced the item. 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.

Mr. Burroughs added that Sarasota County has a similar program that can be applied for through the Red Cross.

Ms. Gaver moved, “to approve as presented,” seconded by Ms. Crampton.

**UNANIMOUS**

**23-01-05 E**

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

9. DISCUSSION – None

10. ADMINISTRATOR’S REPORT – Mr. Burroughs began his report by stating he will be meeting with our Representatives in Tallahassee when the date is known and invited any interested Board member to attend with him. Adding that he is also completing a video to present at the meeting.

a. WATER OPERATIONS MANAGER – Dewey Futch

Production:

1. Total send out for December 2022 was 86.69 MG/2021 was 89.50 MG.
2. Average send out was 2.79 MGD/2021 average send out was 2.88 MGD and the 2022 high was 3.06 MGD/2021 high was 3.13 MGD.
3. Rainfall for December 2022 was 1.41”/2021 was .8”.
4. This past month at the Plant the Operators did repairs and maintenance on both plants. The C train pump was received back from Mader Electric and they have been busy reinstalling the pump.

Distribution:

1. Distribution had 4 incidents to report. On 12/14, a 2” watermain on Oxford Heights broke. A boil water notice was issued which was rescinded on 12/16. On 12/29, EWD replaced the 3” water meter located at 2540 S McCall Rd (Motel 6) and a boil water notice was issued to the property and rescinded on 12-31. On 12/30 a 4” watermain located at E. Dolphin Dr. was leaking and repairs were made with a repair clamp so no boil water notice was issued. Also, on 12/30 a contractor working for Verizon broke the 2” watermain located at Maryknoll Rd. Repairs were made under pressure and no boil water notice was issued 6” water main at the intersection of Virginia Ave and South McCall Rd broke.
2. For December, 47 new single-family meters were set equaling 47 ERCs.
3. 62 radio heads were replaced.
4. 51 customer requested turn-on were completed.

b. WASTEWATER OPERATIONS MANAGER – David Larson

WRF:

1. The average daily flow for December 2022 was 1.62MGD/2021 was 1.59 MGD, with a peak flow of 1.89 MG for the month.
2. Staff continue to clean up at the plant following Hurricane Ian.
3. Normal operations and maintenance are ongoing.
4. Working with Kimley Horn on the WRF permit renewal.
5. The bid opening for the headworks project was held and they came in high.
6. The new generator is due to be delivered on Thursday.

### Collections:

1. Crews installed two new vacuum pit on Lampp Drive.
2. Crews continue capping off broken services where necessary.
3. Normal operations and maintenance are ongoing.

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

### CIP/In-house Projects:

1. Water Masterplan Update – staff intends to bring the task order/scope to the February board meeting for approval.

### Developments/Projects Approved for Construction:

1. Boca Royale Unit 18 – approval has been received from FDEP for the water and sewer. Construction will begin soon.
2. Guardian Storage – staff is working through the Fire Marshall's requirement of the new main being looped.
3. Park Forest Phases 7A – the water line is ready so connection should take place in the next week or so.
4. Sarasota County Dearborn Improvements – the project is complete, EWD had no issues.

### Upcoming Developments/Projects:

1. 200 Artist Avenue – this project will require Sarasota County rezoning to residential only.
2. Manatee Cay – Reviewing plans for looping the water to provide services.

d. FINANCE DIRECTOR – Lisa Hawkins

### Financial Statements:

1. November – operating revenue was \$3.031M, about \$171K more than last year. There was operating expenses of \$3.188M, leaving an operating deficit of \$157K. Expenses were high from hurricane disaster recovery, some funds may be returned from FEMA. Under capital contributions we had non-cash contributions of \$494K from Beachwalk Phase 1 from the turnover of utilities. Our change in position is \$361K.

### Investment Statements:

2. November – we had \$19.695 at RBC and \$1.380M at Centennial with a total of \$21,075M.

### Other:

3. The auditors were here in November and will be finishing up this month. The report is expected for the February meeting.
4. An agreement was received from FDEP and we are working with FEMA to get some federal funds, we are a sub-recipient; the funds go through the Florida Department of Emergency Management so we have to sign an agreement with them. We are requesting authorization from the Board to allow Mr. Burroughs to sign the agreement. Attorney Berntsson added that it would be appropriate for the Board to allow Mr. Burroughs to sign the appropriate documents including any reiterations, he would need blanket authority to sign the agreements.



Ms. Crampton moved, “to authorize Ray to be able to enter into agreements with FDEP,” seconded by Mr. Stern.

**UNANIMOUS**

**23-01-05 F**

Mr. Burroughs concluded the Administrator’s report.

11. ATTORNEY’S REPORT – Robert H. Berntsson – None

12. OLD BUSINESS

a. Water Adjustments from Hurricane Ian – Mr. Burroughs began the discussion. At the December 1<sup>st</sup> 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.

Brief discussion ensued with a Board decision made to direct customers to other possible sources of assistance.

13. NEW BUSINESS – None

14. PUBLIC COMMENT – ANY TOPIC – None

15. BOARD MEMBER COMMENTS – Ms. Crampton commented on being more resilient in the future, Ms. Wright thanked the Board for her plaque and Chair Meals complimented Ms. Crampton on her service as Chair for the past 2 years.

16. ADJOURNED @ 9:41 a.m.

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Robert C. Stern, Jr., Vice-Chair

APPROVED

/tlh

**BOARD AGENDA ITEM SUMMARY**

**6b**

MEETING DATE: February 2, 2023

SUBJECT: The Big W Law Attorney's Invoice dated January 15, 2023

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 January 15, 2023 .**

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

FISCAL IMPACT: 500311-500-101

Budget Resolution Required:  yes  no

Amount Budgeted	\$	23,000.00
Year to Date Expenditures	\$	(4,050.00)
Total Expenditure Required	\$	<u>(1,125.00)</u>
Remaining in Budget	\$	<u>17,825.00</u>


MOTION: **To approve the Big W Law Attorney's invoice dated January 15, 2023 for services rendered December 16, 2022 through January 15, 2023 in the amount of \$1,125.00 . Funds to come from water/wastewater revenues.**

Prepared By: **Teresa Herzog**

Date: **January 24, 2023**

**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 January 15, 2023.**



# 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 1-15-2023  
by EWD @ 4:45 PM  
T. Herzog

Statement Date: 01/15/2023  
Statement No. 30569  
Account No. 8.0000

Englewood, FL 34223

Legal Services  
PO 55958

### FOR PROFESSIONAL SERVICES RENDERED

			Rate		Hours
12/30/2022	RHB	Email with Ms. Herzog; Review Low Income Water Assistance agreement; Review CDD petition for Coco Cay/Lake Emily; Email with Mr. Burroughs; Review agenda.	300.00		0.75
					225.00
12/31/2022	RHB	Email with Ms. Herzog.	300.00		0.25
					75.00
01/03/2023	RHB	Email with Ms. Herzog.	300.00		0.25
					75.00
01/05/2023	RHB	Attend Board of Supervisors Meeting; Conference with Ms. Wheaton; Email with Ms. Wheaton.	300.00		1.50
					450.00
01/12/2023	RHB	Email with Mr. Ledford; Review easement; Email with Ms. Herzog.	300.00		0.50
					150.00
01/13/2023	RHB	Review Beachwalk easement; Telephone conference with Ms. Herzog.	300.00		0.50
					150.00
		For Current Services Rendered			3.75
					1,125.00

#### Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Robert Berntsson	3.75	\$300.00	\$1,125.00

Total Current Work 1,125.00

Balance Due \$1,125.00

#### Billing History

<u>Fees</u>	<u>Hours</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
90,537.50	373.76	0.00	7.80	0.00	89,420.30

**BOARD AGENDA ITEM SUMMARY    6c**

MEETING DATE: **February 2, 2023**

SUBJECT: **Xylem Pump Purchase for Inventory**

CATEGORY:      X   Consent

       Discussion

       Action

CONTACT PERSON:    **Lisa Hawkins**

DEPT:    **Finance**

ITEM: **Xylem Pump Purchase for Inventory.**

PURPOSE / JUSTIFICATION: **Inventory of needed pumps for the Collections Department were found to be critically low and lead times to receive these pumps are 3-4 months out. There was staff concern that waiting until the February board meeting could cause staff to run out of parts before the pumps arrive. Because of this urgency, Finance Director, Lisa Hawkins allowed the purchase and the Chair approved it. These pumps will be held in inventory until use.**

FISCAL IMPACT:

Increase inventory account 141001-100-101

Budget Resolution Required: No

Expenditure Required: \$39,643.60

MOTION: **To ratify the Finance Director's decision to purchase these pumps from Xylem, the sole source provider for Flygt pumps that the District utilizes for a cost of \$39,643.60. Funds to come from wastewater revenues.**

Prepared By: **Teresa Herzog**

Date: **January 13, 2023**

**Approvals:**

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Finance

  
\_\_\_\_\_  
Technical Support

  
\_\_\_\_\_  
Water Operations

  
\_\_\_\_\_  
Wastewater Operations

ACTION TAKEN BY BOARD:           Denied           Approved / Resolution No: \_\_\_\_\_

Attachment:    **Purchasing Manager's Memo  
Quotes  
Sole Source Procurement Letter**



# Memo

**To:** Bee Ling Wheaton, Purchasing Manager  
**From:** Lisa Hawkins, Finance Director  
**Date:** January 10, 2023  
**Re:** Xylem Pump Purchase for Inventory

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Xylem is the sole source provider for Flygt pumps that the District utilizes.

Inventory for the following pumps are low. It is hard to anticipate when the end users will check the pumps out of inventory. Currently the lead times for these pumps are from 3-4 months (see attachment from vendor).

Per our current Purchasing policy, purchases \$25,000 and above need pre-approval from the Board. The next board meeting is not until February 2, 2023. This will set us back another 3 weeks if we wait until February for approval, and staff may run out of parts before the pumps arrive.

The requisition from Xylem for 2 units each of the 3 pumps will total \$39,643.60 (freight included).

Please proceed with the Xylem requisition.

A handwritten signature in blue ink, appearing to be "LW", is written over the text "Please proceed with the Xylem requisition."

Approved by,

A handwritten signature in black ink, which reads "Lisa Hawkins", is written above the typed name.

Lisa Hawkins, Finance Director



**Englewood Water District**

201 Selma Ave

Englewood FL 34223

Phone: 941-474-3217

Fax: 941-460-1025

**Purchase Order 56406**

PO Type: Item

Order Date 01/10/2023

Email: info@englewoodwater.com

Tax ID: 59-0938012

Vendor:

**Xylem Water Solutions USA, Inc.**

26717 Network Place  
Chicago IL 60673-1267

Ship To:

**Englewood Water District**  
201 Selma Ave

Englewood FL 34223

Vendor ID	Vendor Fax Number	Vendor Telephone Number	Terms	Ship Via
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0473	239-693-1485	239-693-5226	net 45	
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Line	Qty Ord	Item Code	Catalog No.	Item Description	Date Required	Unit Price	Extended Price
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1	2.00	PU24		Model Mp3085 4Hp FLYGT Grinder Pump 230V 252 Impeller	01/10/2023	5,431.50	10,863.00
2	2.00	PU30		Flygt Model #3085.172 1.5" volute 4hp 230v 259 impeller	01/10/2023	5,431.50	10,863.00
3	2.00	PU42		FLYGT MODEL MP-3102.170 1.5" SUBMERSIBLE GRINDER PUMP	01/10/2023	8,038.80	16,077.60

Signature

Date

1/10/23

**Purchase Order 56406**

Order Date 01/10/2023

Page 2 of 2

Vendor ID	Vendor Fax Number	Vendor Telephone Number	Terms	Ship Via			
0473	239-693-1485	239-693-5226	net 45				
Line	Qty Ord	Item Code	Catalog No.	Item Description	Date Required	Unit Price	Extended Price

Remarks: 141001-100-101 Vendor Xylem Water Solutions Based On Purchase Request 14026. Freight \$1840.

Order Subtotal: \$37,803.60

Additional Expenses: \$0.00

Order Total \$37,803.60

- 1. Invoices must have the same prices & terms as this Purchase Order (PO) and must include this PO number. Authorization for changes must be received in writing from our company prior to shipping.**
2. Goods not in accordance with specifications will be rejected and held at vendor's risk for disposal. Vendor must pay freight on all rejects.
  3. We reserve the right to cancel all or part of this order if it is not delivered within the specified timeframe.
  4. Packing slips must accompany all shipments.
  5. By accepting this order, the vendor guarantees that all merchandise shipped under this order complies with all the laws and regulations of the federal and state government.
  6. Freight must be prepaid on backorder shipments that require a minimum freight charge.
  7. In the event of interruption to our business in whole or in part, for reasons beyond our control, we reserve the right to cancel the undelivered part of this order.
  8. Acceptance of this purchase order or shipment of any part of it constitutes an agreement to all of its specifications as to terms, delivery, and prices.
  9. All invoices must include Purchase Order Number in order to be processed in timely manner.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Bee Ling. Wheaton

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**From:** Kahler, Ray - Xylem <Ray.Kahler@xylem.com>  
**Sent:** Friday, January 6, 2023 4:40 PM  
**To:** Bee Ling. Wheaton  
**Cc:** Herrera, Kyle - Xylem  
**Subject:** RE: Pricing  
**Attachments:** 2023-FTM-0018.pdf

**Importance:** High

Bee Ling,  
I have attached the quote you requested.  
Lead time for the 3085 models is 15 weeks  
Lead time for the 3102 is 13 weeks.

Please contact me with any questions or concerns.  
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](mailto:ray.kahler@xylem.com)  
[CONTACT SUPPORT / LEAVE FEEDBACK](#)

**xylem**  
Let's Solve Water



**From:** Bee Ling. Wheaton <bwheaton@englewoodwater.com>  
**Sent:** Friday, January 6, 2023 4:08 PM  
**To:** Kahler, Ray - Xylem <Ray.Kahler@xylem.com>  
**Subject:** Pricing

Ray,

Wanted to check on the pricing as well as the lead times for these pumps:

- 1) Model Mp3085 4Hp FLYGT Grinder Pump 230V 252 Impeller
- 2) Flygt Model #3085.172 1.5" volute 4hp 230v 259 impeller





**Xylem Water Solutions USA, Inc.**  
**Flygt Products**

January 6, 2023

5771 Country Lakes Dr  
Ft Myers, FL 33905  
Tel (239) 693-5226  
Fax (239) 693-1485

ENGLEWOOD WATER DISTRICT  
201 SELMA AVE  
ENGLEWOOD FL 34223-3443

Quote # 2023-FTM-0018

Attn: Bee Ling Wheaton  
Re: Englewood Water District - Grinder Pump Quote

**Parts**

Qty	Part Number	Description	Extended Price
1	3085.172-1153	Flygt Model MP-3085.172 1.5" volute Submersible grinder pump equipped with a 230 Volt / 3 phase / 60 Hz 4 HP 3550 RPM motor, 252 impeller, 1 x 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, FLS leakage detector	\$ 5,431.50
1	3085.172-0922	Flygt Model MP-3085.172 1.5" volute Submersible grinder pump equipped with a 230 Volt / 3 phase / 60 Hz 4 HP 3550 RPM motor, 259 impeller, 1 x 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 5,431.50
1	3102.170-1128	Flygt Model MP-3102.170 1.5" volute Submersible grinder pump equipped with a 230 Volt / 3 phase / 60 Hz 6 HP 3550 RPM motor, 267 impeller 50 Ft. length of SUBCAB 4G4+2x1,5 submersible cable, FLS leakage detector	\$ 8,038.80

**Price** \$ 18,901.80

**Freight Charge** \$ 920.00

**Total Price** \$ 19,821.80



**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. 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.

**Shortages:** PP/Add Order Position

**Terms of Delivery:** This Quote is valid for thirty (30) days.

**Validity:** 100% N30 after invoice date.

**Terms of Payment:** 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.

Credit Card payments will be assessed a 3.5% surcharge fee on the invoice total. Please consult your local Flygt Branch to get fabrication and delivery lead times.

**Schedule:** Our current delivery lead-times are forecasted estimates due to the COVID-19 pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

**COVID 19:** Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Kyle Herrera  
Customer Experience Specialist  
Phone: 239-322-3256  
[kyle.herrera@xylem.com](mailto:kyle.herrera@xylem.com)  
Fax: 239-693-1485

Ray Kahler  
Sales Representative  
Phone: 239-322-3259  
[ray.kahler@xylem.com](mailto: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 #:** 2023-FTM-0018  
**Customer Name:** Englewood Water District  
**Job Name:** Grinder Pumps Quote  
**Total Amount:** \$ 19,821.80

Signature: _____	Name: _____
Company/Utility: _____	PO: _____ (PLEASE PRINT)
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





*Frank Jones*  
*Southeast Regional Manager*

*Xylem Inc / Flygt Products*  
**455 Harvest Time Drive**  
**Sanford, FL 32771**  
Tel 407-880-2900  
Fax 407-880-2962

January 10th, 2023  
For F/Y 2023  
To: Englewood H<sub>2</sub>O District  
From: Frank Jones

Subject: FLYGT PRODUCTS – SALES & SERVICE

Please be advised that Xylem Water Solutions USA, Inc. is the only authorized vendor for FLYGT Products and is the only authorized service, repair, and warranty organization in the State of Florida; ( East of the Apalachicola River). Our staff is properly trained to provide you with original equipment spare parts and repair & warranty service.

Xylem Water Solutions USA, Inc. (formerly ITT Water & Wastewater) is the sole sales point for Florida from one of our facilities in Sanford, West Palm (Jupiter), or Ft. Myers.

FLYGT products are manufactured in our facility in Southern Sweden and distributed by our direct offices in Florida listed above

Thank you for your interest in FLYGT Products. Please feel free to contact me if you have any questions regarding distribution or any other matters

Sincerely,

*Frank Jones*

Frank Jones  
Xylem Water Solutions USA, Inc.

**xylem**  
Let's Solve Water

# BOARD AGENDA ITEM SUMMARY 7a

MEETING DATE: February 2, 2023

SUBJECT: WRF Headworks/Drying Bed Project Contractor/Engineer Bid Award

CATEGORY:  Consent  Discussion Item  Action Item

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

DEPT.: **Technical Support**

ITEM: **WRF Headworks/Drying Bed Project Contractor/Engineering Construction Administration Bid Award**

PURPOSE / JUSTIFICATION: RFB-2023-133 South WRF Headworks Project was put out to bid on November 17, 2022 with the bids being due by 2:15 pm on December 16, 2022. The Headworks bid package included two alternates: Alternate A – Odor Control Mulch Bed and Alternate B – WRF Drying Bed. Bids were received from PCW Joint Venture, LLC, and Poole & Kent Company of Florida, with Poole & Kent being the overall low bidder at \$6,679,266. Costs were significantly more than the engineer’s estimate and exceed the current budgeted amount. After reviewing the bids and in an effort to reduce the overall cost of the project, staff has decided to remove Alternate A from the project. In addition to the construction contract, staff has negotiated a scope of services from Kimley-Horn for construction administrative services directly related to this project. The cost of those services is \$199,511.00. It is staff’s recommendation to award the WRF South WRF Headworks Project to Poole & Kent Company of Florida in the amount of \$6,245,166.00 and engineering services to Kimley Horn in the amount of \$199,511.00. To fully fund these projects, a budget amendment in the total amount of \$2,5000,000.00 is also being requested. Costs exceed the Administrator’s authority.

Budget Resolution required:  yes  no

Funds in Account:

**625657-600-250 – South WRF New Headworks**

Amount Budgeted	\$ 5,000,000.00
Budget Amendment Required	\$ 2,164,000.00
Year to Date Expenditures	\$ (338,442.00)
Open Purchase Orders	\$ (891,296.00)
Total Expenditures Required	\$ (5,857,246.00)
Remaining in Budget	<u>\$ 77,162.00</u>

**625630-600-250 – WRF Drying Bed**

Amount Budgeted	\$ 300,000.00
Budget Amendment Required	\$ 336,000.00
Year to Date Expenditures	\$ (22,598.00)
Open Purchase Orders	\$ -
Total Expenditures Required	\$ (587,431.00)
Remaining in Budget	<u>\$ 25,971.00</u>

**MOTION(S):**


- 1) To approve an amendment to the FY23 budget in the amount of \$2,164,000.00 for project 625657-600-250 – South WRF Headworks.
- 2) To approve an amendment to the FY23 budget in the amount of \$336,000.00 for project 625630-600-250 – WRF Drying Bed.
- 3) To approve the award for RFB 2023-133 South WRF Headworks Project to Poole & Kent Company of Florida in the total amount of \$6,245,166.00 (\$5,657,735 from project 625657-600-250 – South WRF Headworks and \$587,431.00 from project 625630-600-250 – WRF Drying Bed).
- 4) To authorize the Administrator to sign the Kimley-Horn-23-003 Task Order engineering services for the WRF New Headworks Construction Administration in the amount of \$199,511.00 from project 625630-600-250- South WRF Headworks.

Funds to come from wastewater revenue.

Prepared By: **Teresa Herzog**

Date: **January 25, 2023**

**Approvals:**

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Finance

  
\_\_\_\_\_  
Technical Support

  
\_\_\_\_\_  
Water Operations

  
\_\_\_\_\_  
Wastewater Operations

---

ACTION TAKEN BY BOARD: \_\_\_\_\_ Denied \_\_\_\_\_ Approved / Resolution No: \_\_\_\_\_

ATTACHMENTS: **Bid Tabulation**  
**Notice of Intent to Award**  
**Kimley-Horn-23-003 Task Order**



**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	BASE 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



## NOTICE OF INTENT TO AWARD

**DATE:** January 20, 2023  
**SOLICITATION ID:** RFB 2023-133  
**TITLE:** South WRF Headworks Project

After reviewing the bid(s) received, staff will recommend at the next scheduled Board meeting on **February 2, 2023** that the District's Board of Supervisors award RFB 2023-133 to:

**Poole & Kent Company of Florida**

Amount of the award will be in the sum of **\$6,245,166**, comprising of the **Base Bid and Alternative B (Drying Bed)**.

The District appreciates the time and effort of all Bidders who have responded to this solicitation.

*Bee Ling Wheaton*  
*Purchasing Manager*  
*Englewood Water District*



**TASK ORDER TO GENERAL SERVICES AGREEMENT**

TASK: WRF New Headworks Construction Administration

TASK ORDER #: Kimley-Horn-23-003

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

DEPT: Technical Services

PROJECT DESCRIPTION: Kimley-Horn (Consultant) recently completed the designed the new headworks and drying bed for the Water Reclamation Facility (WRF). EWD has requested the Consultant provide construction phase engineering services for the New Headworks Project. See attached scope for additional information.

PERIOD OF SERVICE: Kimley-Horn will provide the services described in the scope of services in an expeditious manner based upon the Construction Schedule.

FEE:

TASK	SERVICES	FEE
1	Pre-Construction Meetings	\$2,133.00
2	Construction Progress Meetings	\$24,442.00
3	Submittal Review	\$48,098.00
4	Requests for Interpretation	\$7,454.00
5	Inspections and Tests	\$7,948.00
6	Substitutes and "Or-Equal"	\$3,320.00
7	Work Change Directives and Change Orders	\$6,980.00
8	Field Services	\$13,418.00
9	Applications for Payment	\$4,868.00
10	Substantial Completion	\$5,072.00
11	Final Notice of Acceptability of the Work	\$2,578.00
12	Permitting Services	\$1,352.00
13	Record Drawings	\$24,614.00
14	Electrical Engineering Construction Administration	\$47,234.00
<b>TOTAL FEE</b>		<b>\$199,511.00</b>

ADDITIONAL INFORMATION: 625657-600-250

**Reviewed:**

**Accepted:** Kimley-Horn and Associates, Inc.

\_\_\_\_\_  
Keith R. Ledford, Jr., P.E., Technical Support Manager Date

\_\_\_\_\_  
Name:

**Approved:** Englewood Water District

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Ray Burroughs, Administrator Date

\_\_\_\_\_  
Date:

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**ENGLEWOOD WATER DISTRICT**  
**WATER RECLAMATION FACILITY**  
**NEW HEADWORKS CONSTRUCTION ADMINISTRATION**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the “Consultant”) and Englewood Water District (the “EWD”) in accordance with the terms of the Professional Services (CCNA) Continuing Contract, Agreement No. 2022-129 dated April 21<sup>st</sup>, 2022.

**PROJECT DESCRIPTION**

The Consultant had recently designed the Water Reclamation Facility (WRF) New Headworks. The EWD has requested the Consultant to provide construction phase engineering services for the New Headworks Project as defined in the following Scope of Services.

**SCOPE OF SERVICES**

**CONSTRUCTION ADMINISTRATION SERVICES**

The Consultant will provide project administration and public outreach services during the construction phase of the project.

1. Pre-Construction Meeting – The Consultant will conduct a Pre-Construction Conference before the start of construction.
2. Construction Progress Meetings – Consultant will attend monthly construction meetings on site (up to 13 meetings) and will attend bi-weekly construction meetings via Teams (up to 13 meetings).
3. Submittal Review – The Consultant will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders. This scope includes up to 25 submittals reviewed up to 2 times each.
4. Requests for Interpretation – The Consultant will respond to up to 4 reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by EWD.

5. Inspections and Tests – Consultant may require special inspections or tests of Contractor's work and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.

Consultant will recommend to EWD that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

6. Substitutes and "or-equal/equivalent" – Consultant will evaluate and determine the acceptability of substitute or "or-equal/equivalent" materials and equipment (up to 2) proposed by Contractor in accordance with the Contract Documents.
7. Work Change Directives and Change Orders – The Consultant may recommend Change Orders to the EWD, and will review and recommendations related to Change Orders submitted or proposed by the Contractor. The Consultant will prepare Work Change Directives or Change Orders to amend the Contract between the EWD and the Contractor. This scope includes up to four (4) Change Orders.
8. Field Services – The Consultant will make up to 13 visits, lasting up to 2 hours each, to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep EWD informed of the general progress of the work.

The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the EWD a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

The Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

9. Applications for Payment – Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information, and belief, and will state

whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections. Consultant will review up to 15 Contractor Payment Applications.

10. Substantial Completion – When requested by Contractor and EWD, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
11. Final Notice of Acceptability of the Work – The Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.
12. Permitting Services – The Consultant will complete and submit to the FDEP Form 62-620.910(12) as defined in the FDEP November 30, 2022 Permit Revision.
13. Record Drawings – The Consultant will prepare the Record Drawings showing significant changes reported by the Contractor or made to the design by the Consultant. The Record Drawings are not guaranteed to be as-built but will be based on information made available. The Record Drawings will be provided to the EWD in electronic PDF format.
14. Electrical Engineering Construction Administration – The Consultant will hire the electrical engineer sub-consultant to provide associated electrical construction administration for the project. This work includes but is not limited to: attending the pre-construction meeting, responding to RFIs, site observation and startup and construction closeout documentation.

## **EWD RESPONSIBILITIES**

EWD will be responsible for the following:

- A. Furnish and make available all provisions for the Consultant to enter upon public or private property as required for the Consultant to perform services under this Agreement.
- B. Furnish and provide all available data as requested by Consultant. Failure to do so in a timely manner may impact schedule.
- C. Reasonable access to operations, maintenance, and engineering staff.
- D. Payment of all necessary permit fees.

## **SCHEDULE**

Kimley-Horn will provide the services described in the scope of services in an expeditious manner based upon the Construction Schedule.

**METHOD OF COMPENSATION**

The Consultant will perform the above defined services on a total lump sum fee of \$199,511.00.

FEE		
TASK	SERVICES	MAXIMUM LABOR FEE
1	Pre-Construction Meetings	\$ 2,133.00
2	Construction Progress Meetings	\$ 24,442.00
3	Submittal Review	\$ 48,098.00
4	Requests for Interpretation	\$ 7,454.00
5	Inspections and Tests	\$ 7,948.00
6	Substitutes and "Or-Equal"	\$ 3,320.00
7	Work Change Directives and Change Orders	\$ 6,980.00
8	Field Services	\$ 13,418.00
9	Applications for Payment	\$ 4,868.00
10	Substantial Completion	\$ 5,072.00
11	Final Notice of Acceptability of the Work	\$ 2,578.00
12	Permitting Services	\$ 1,352.00
13	Record Drawings	\$ 24,614.00
14	Electrical Engineering Construction Administration	\$ 47,234.00
<b>TOTAL FEE</b>		<b>\$199,511.00</b>

Invoices will be billed monthly on a percent complete basis per task and shall be accompanied by a project status report to substantiate the percent completeness of the work. EWD will review the invoice with the report and verify that services invoiced have been completed in conformity with the agreement prior to approving the invoice for payment

Payment will be issued in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

ACCEPTED:

CLIENT:

ENGLEWOOD WATER DISTRICT

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**BOARD AGENDA ITEM SUMMARY**

**7b**

MEETING DATE: February 2, 2023

SUBJECT: BOA Amendment to Loans

CATEGORY:     Consent                                     Discussion                                     Action

CONTACT PERSON: **Lisa Hawkins**

DEPARTMENT: **Finance**

ITEM: **BOA Amendments to Loans.**

PURPOSE / JUSTIFICATION: EWD has previously issued the Utility System Revenue Bond, Series 2008, and Promissory Note, Series 2003A (V-1 and Wastewater Projects) and Promissory Note, Series 2003A (V-2 and V-3 Projects). The Bond and Notes bear interest at a rate that is based upon the London Interbank Offered Rate, which rate is scheduled to no longer exist after June 30, 2023, making it necessary to amend the Bond and Notes to incorporate a different index rate. The District and the creditor, Bank of America N.A. have agreed that the replacement interest rate index will be the Secured Overnight Financing Rate "SOFR." The documents have been reviewed by staff and District Counsel and are found to be satisfactory.

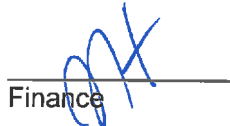
MOTION: To allow the Englewood Water District Chair to sign and the Vice-Chair to attest the resolution and associated documents pertaining to the Utility System Revenue Bond, Series 2008, and Promissory Note, Series 2003A (V-1 and Wastewater Projects) and Promissory Note, Series 2003A (V-2 and V-3 Projects).

Prepared By: **Teresa Herzog**

Date: **January 24, 2023**

Approvals:

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Finance

  
\_\_\_\_\_  
Technical Support

  
\_\_\_\_\_  
Water Operations

  
\_\_\_\_\_  
Wastewater Operations

ACTION TAKEN BY BOARD:     Denied     Approved / Resolution No: \_\_\_\_\_

ATTACHMENTS: **BOA Resolution and Exhibits to Resolution  
LIBOR Explanations**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ENGLEWOOD WATER DISTRICT AUTHORIZING THE AMENDMENT AND RESTATEMENT OF A BOND AND TWO NOTES OF THE DISTRICT TO REPLACE LIBOR WITH AN ALTERNATE INTEREST RATE INDEX; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ENGLEWOOD WATER DISTRICT:

1. The District has previously issued its Utility System Revenue Bond, Series 2008 (the "Bond"), Promissory Note, Series 2003A, (V-1 and Wastewater Projects) (the "First Note") and Promissory Note, Series 2003A, (V-2 And V-3 Projects) (the "Second Note," and collectively with the Bond and First Note, the "Bond and Notes"). The Bond and Notes bear interest at a rate that is based upon the London Interbank Offered Rate, which rate is scheduled to no longer exist after June 30, 2023, making it necessary to amend the Bond and Notes to incorporate a different index rate. The District and the creditor under the Bond and Notes, Bank of America, N.A. (the "Bank"), have agree that the replacement interest rate index will be the Secured Overnight Financing Rate ("SOFR").

2. The District is authorized to execute the amended and restated Bond and Notes in the forms attached hereto as Exhibits A, B and C, subject to such changes, insertions, omissions, and filling in of blanks therein as may be approved by the Chairman, such approval to be conclusively evidenced by the execution of the Bond and Notes by the Chairman, and the Chairman, Taylor Meals, is authorized and directed to execute, and the Vice-Chairman, Rob Stern, is authorized and directed to attest the same, and to thereupon cause the same to be delivered to the Bank

This Resolution shall take effect immediately upon its adoption.

PASSED AND ENACTED by the Board of Supervisors of the Englewood Water District at a regular meeting duly called and held this 2nd day of February, 2023.

ENGLEWOOD WATER DISTRICT

ATTEST:

By:

\_\_\_\_\_  
Chairman Board of Supervisors

\_\_\_\_\_  
Vice Chairman  
Board of Supervisors

(SEAL)



## Exhibit A to Resolution

Original Issue Date: October 3, 2008  
Amended and Restated as of: March 1, 2023

Initial Principal Amount: \$9,996,440.00

### ENGLEWOOD WATER DISTRICT AMENDED AND RESTATED UTILITY SYSTEM REVENUE BOND, SERIES 2008

KNOW ALL MEN BY THESE PRESENTS that Englewood Water District (the "District"), a public body corporate and politic of the State of Florida created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Bank of America, N.A. or registered assigns (hereinafter, the "Owner"), the principal sum of \$1,470,918.25 or such lesser amount as shall be outstanding hereunder, together with interest on the principal balance outstanding at the rate per annum equal to the Applicable Rate (as hereinafter defined) (subject to adjustment as hereinafter provided) based upon a year of 360 days for the actual number of days elapsed.

This Bond amends and restates the Utility System Revenue Bond, Series 2008 (the "Original Bond"), dated October 3, 2008, and evidences the same debt evidenced thereby. As of the date hereof, all unpaid principal and interest of the Original Bond shall become principal and interest outstanding hereunder.

Principal of and interest on this Bond are payable in immediately available funds constituting lawful money of the United States of America at such place as the Owner may designate to the District.

The entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on October 1, 2023 (the "Maturity Date").

All payments by the District pursuant to this Bond shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to the principal sum due.

As used in this Bond,

- (1) "Adjustment Date" means each day.
- (2) "Applicable Rate" means a rate that is equal to the sum of (x) 63.7% of Daily SOFR, plus (y) 0.70%.
- (3) "Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto;
- (4) "Daily SOFR" is a fluctuating rate of interest which can change on each Adjustment Date. "Daily SOFR" means the rate per annum equal to the sum of (i) SOFR determined for any day pursuant to the definition thereof plus (ii) the SOFR Adjustment. Any change in Daily SOFR shall be effective from and including the date of such change without further notice. For purposes of this definition only:

- (i) "SOFR" means for any day the Secured Overnight Financing Rate published on such date by the SOFR Administrator on the Federal Reserve Bank of New York's website (or any successor source); provided however that if such determination date is not a U.S. Government Securities Business Day, then SOFR means such rate that applied on the first U.S. Government Securities Business Day immediately prior thereto.
- (ii) "SOFR Adjustment" means 0.11448% per annum.
- (iii) "SOFR Administrator" means the Federal Reserve Bank of New York, as the administrator of SOFR, or any successor administrator of SOFR designated by the Federal Reserve Bank of New York or other person acting as the SOFR Administrator at such time.
- (iv) "U.S. Government Securities Business Day" means any banking day, except any banking day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.
- (v) If SOFR is not available at any time for any reason or the Bank makes the determination to incorporate or adopt a new interest rate to replace SOFR in credit agreements, then the Bank may replace SOFR with an alternate interest rate and adjustment, if applicable, as reasonably selected by the Bank, giving due consideration to any evolving or then existing conventions for such interest rate and adjustment."

(5) "Determination of Taxability" shall mean interest on this Bond is determined or declared, by the Internal Revenue Service or a court of competent jurisdiction to be includable in the gross income of the Owner for federal income tax purposes under the Code.

(6) "Maximum Corporate Tax Rate" shall mean the highest marginal rate of United States federal income tax applicable to the taxable income of corporations, without regard to any increase in tax designed to normalize the rate for all income at the highest marginal tax rate, which rate on the date hereof is 21%.

Upon the occurrence of a Determination of Taxability, the interest rate on this Bond shall be adjusted to a rate equal to the interest rate otherwise borne hereby divided by one minus the Maximum Corporate Tax Rate (the "Adjusted Interest Rate") calculated on the basis of a 360-day year for the actual number of days elapsed, as of and from the date such Determination of Taxability would be applicable with respect to this Bond (the "Accrual Date"); and (i) the District shall on the next interest payment date (or if this Bond shall have matured, within 30 days after demand by the Owner) hereon pay to the Owner an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Bond at the Adjusted Interest Rate from the Accrual Date to such next interest payment date, and (B) the actual interest paid by the District on this Bond from the Accrual Date to such next interest payment date, and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon such Owner and/or former Owner arising as a result of such Determination of Taxability; and (ii) from and after the Date of the Determination of Taxability, this Bond shall

continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Bond. This adjustment shall survive payment of this Bond until such time as the federal statute of limitations under which the interest on this Bond could be declared taxable under the Code shall have expired.

The principal of and interest on this Bond may be prepaid at the option of the District in whole or in part at any time. There shall be no prepayment premium or penalty. Prepayments of principal shall be applied to the scheduled installments of principal hereon in inverse order of maturity.

Upon the occurrence of an Event of Default then the Owner may declare the entire debt then remaining unpaid hereunder immediately due and payable; and in any such default and acceleration, the District shall also be obligated to pay (but only from the Pledged Funds) as part of the indebtedness evidenced by this Bond, all costs of collection and enforcement hereof, including such fees as may be incurred on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist, including specifically but without limitation, claims, disputes and proceedings seeking adequate protection or relief from the automatic stay. If any payment hereunder is not made within fifteen days after it is due, then the District shall also be obligated to pay as a part of the indebtedness evidenced by this Bond a late payment fee in the amount of 4% of delinquent payment, which late payment shall be due and payable immediately.

Interest at the lesser of 18% per annum or the maximum lawful rate per annum shall be payable on the entire principal balance owing hereunder from and after the occurrence of and during the continuation of a default described in the preceding paragraph, irrespective of a declaration of maturity.

The District to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

THIS BOND AND THE INTEREST HEREON DOES NOT AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION BUT SHALL BE PAYABLE SOLELY FROM THE MONEYS AND SOURCES PLEDGED THEREFOR. NEITHER THE FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE DISTRICT, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND OR OTHER COSTS INCIDENTAL HERETO.

This Bond is issued pursuant to Resolution No. 94-09-06AA adopted by the Board of Supervisors of the District (the "Board of Supervisors") on September 15, 1994, as amended (the "Bond Resolution"), and is subject to all the terms and conditions of the Bond Resolution. All terms, conditions and provisions of the Bond Resolution are by this reference thereto incorporated herein as a part of this Bond. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Bond Resolution.

This Bond is payable solely from and is secured by a lien upon and pledge of the "Pledged

Funds" as described in the Bond Resolution. Notwithstanding any other provision of this Bond, the District is not and shall not be liable for the payment of the principal of and interest on this Bond or otherwise monetarily liable in connection herewith from any property other than the Pledged Funds.

This Bond may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the District and in the manner provided in the Bond Resolution.'

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, Englewood Water District has caused this Bond to be executed in its name by the manual signature of its Chairman and attested by the manual signature of its Vice-Chairman, and its seal to be impressed hereon, all this 1st day of March, 2023.

ENGLEWOOD WATER DISTRICT

[SEAL]

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Attest:

By: \_\_\_\_\_  
Vice-Chairman

Original Issue Date: January 9, 2004  
Amended and Restated as of February 15, 2023

Initial Principal Amount: \$5,550,000.00

ENGLEWOOD WATER DISTRICT  
AMENDED AND RESTATED PROMISSORY NOTE, SERIES 2003A  
(V-1 AND WASTEWATER PROJECTS)

KNOW ALL MEN BY THESE PRESENTS that Englewood Water District (the "District"), a public body corporate and politic of the State of Florida created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Bank of America, N.A. or registered assigns (hereinafter, the "Owner"), the principal sum of \$442,903.29 or such lesser amount as shall be outstanding hereunder, together with interest on the principal balance outstanding at the rate per annum equal to the Applicable Rate (as hereinafter defined) (subject to adjustment as hereinafter provided) based upon a year of 360 days for the actual number of days elapsed.

This Note amends and restates the Promissory Note, Series 2003A (V-1 and Wastewater Projects), dated January 9, 2004 (the "Original Note"), and evidences the same debt evidenced thereby. As of the date hereof, all unpaid principal and interest of the Original Note shall become principal and interest outstanding hereunder.

Principal of and interest on this Note are payable in immediately available funds constituting lawful money of the United States of America at such place as the Owner may designate to the District.

Interest on the outstanding principal balance of this Note shall be due and payable in arrears, on the 15th day of each and every month, commencing February 15, 2004, or, if any such day is not a Business Day, the next succeeding Business Day, to and including the Maturity Date (hereinafter defined). The principal balance of this Note shall be repaid in 240 installments, due on the fifteenth day of each and every month, commencing February 15, 2004, or, if any such day is not a Business Day, the next succeeding Business Day, each in the amount and due on the date set forth on Schedule A attached hereto and incorporated herein, and continuing to and including the Maturity Date (hereinafter defined).

The entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on January 15, 2024 (the "Maturity Date").

All payments by the District pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to the principal sum due.

As used in this Note,

- (1) "Adjustment Date" means each day.
- (2) "Applicable Rate" means a rate that is equal to the sum of (x) 77.784% of Daily SOFR, plus (y) 1.08168%.

(3) "Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto;

(4) "Daily SOFR" is a fluctuating rate of interest which can change on each Adjustment Date. "Daily SOFR" means the rate per annum equal to the sum of (i) SOFR determined for any day pursuant to the definition thereof plus (ii) the SOFR Adjustment. Any change in Daily SOFR shall be effective from and including the date of such change without further notice. For purposes of this definition only:

(i) "SOFR" means for any day the Secured Overnight Financing Rate published on such date by the SOFR Administrator on the Federal Reserve Bank of New York's website (or any successor source); provided however that if such determination date is not a U.S. Government Securities Business Day, then SOFR means such rate that applied on the first U.S. Government Securities Business Day immediately prior thereto.

(ii) "SOFR Adjustment" means 0.11448% per annum.

(iii) "SOFR Administrator" means the Federal Reserve Bank of New York, as the administrator of SOFR, or any successor administrator of SOFR designated by the Federal Reserve Bank of New York or other person acting as the SOFR Administrator at such time.

(iv) "U.S. Government Securities Business Day" means any banking day, except any banking day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

(v) If SOFR is not available at any time for any reason or the Bank makes the determination to incorporate or adopt a new interest rate to replace SOFR in credit agreements, then the Bank may replace SOFR with an alternate interest rate and adjustment, if applicable, as reasonably selected by the Bank, giving due consideration to any evolving or then existing conventions for such interest rate and adjustment;"

(5) "Determination of Taxability" shall mean interest on this Note is determined or declared, by the Internal Revenue Service or a court of competent jurisdiction to be includable in the gross income of the Owner for federal income tax purposes under the Code.

(6) "Maximum Corporate Tax Rate" shall mean the highest marginal rate of United States federal income tax applicable to the taxable income of corporations, without regard to any increase in tax designed to normalize the rate for all income at the highest marginal tax rate, which rate on the date hereof is 21%.

Upon the occurrence of a Determination of Taxability, the interest rate on this Note shall be adjusted to a rate equal to the interest rate otherwise borne hereby divided by one minus the Maximum Corporate Tax Rate (the "Adjusted Interest Rate") calculated on the basis of a 360-day year for the actual number of days elapsed, as of and from the date such Determination of Taxability would be applicable with respect to this Note (the "Accrual Date"); and (i) the District

shall on the next interest payment date hereon pay to the Owner, or any former Owner, as may be appropriately allocated, an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Note at the Adjusted Interest Rate from the Accrual Date to the date of the Determination of Taxability, and (B) the actual interest paid by the District on this Note from the Accrual Date to the date of Determination of Taxability, and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon such Owner and/or former Owner arising as a result of such Determination of Taxability; and (ii) from and after the Date of the Determination of Taxability, this Note shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Note. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

The principal of and interest on this Note may be prepaid at the option of the District in whole or in part at any time. There shall be no prepayment premium or penalty. Prepayments of principal shall be applied to the scheduled installments of principal hereon in inverse order of maturity.

Upon the occurrence of an Event of Default (as defined in the Loan Agreement) then the Owner may declare the entire debt then remaining unpaid hereunder immediately due and payable; and in any such default and acceleration, the District shall also be obligated to pay (but only from the Pledged Revenues) as part of the indebtedness evidenced by this Note, all costs of collection and enforcement hereof, including such fees as may be incurred on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist, including specifically but without limitation, claims, disputes and proceedings seeking adequate protection or relief from the automatic stay. If any payment hereunder is not made within fifteen days after it is due, then the District shall also be obligated to pay as a part of the indebtedness evidenced by this Note a late payment fee in the amount of 4% of delinquent payment, which late payment shall be due and payable immediately.

Interest at the lesser of 18% per annum or the maximum lawful rate per annum shall be payable on the entire principal balance owing hereunder from and after the occurrence of and during the continuation of a default described in the preceding paragraph, irrespective of a declaration of maturity.

The District to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

THIS NOTE AND THE INTEREST HEREON DOES NOT AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION BUT SHALL BE PAYABLE SOLELY FROM THE MONEYS AND SOURCES PLEDGED THEREFOR. NEITHER THE FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE DISTRICT, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE OR OTHER COSTS INCIDENTAL HERETO.

This Note is issued pursuant to Resolution No. 04-01-08A, duly adopted by the District on January 8, 2004 (herein referred to as the "Resolution") and a Loan Agreement, dated January 9, 2004, between the District and Bank of America, N.A. (the "Loan Agreement") and is subject to all the terms and conditions of the Resolution and Loan Agreement. All terms, conditions and provisions of the Resolution are by this reference thereto incorporated herein as a part of this Note. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

This Note is payable solely from and is secured by a lien upon and pledge of the "Pledged Revenues" as described in the Resolution. Notwithstanding any other provision of this Note, the District is not and shall not be liable for the payment of the principal of and interest on this Note or otherwise monetarily liable in connection herewith from any property other than the Pledged Revenues.

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the District and in the manner provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, Englewood Water District has caused this Note to be executed in its name by the manual signature of its Chairman and attested by the manual signature of its Vice-Chairman, and its seal to be impressed hereon, all this 15th day of February, 2023.

ENGLEWOOD WATER DISTRICT

[SEAL]

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Attest:

By: \_\_\_\_\_  
Vice-Chairman



Schedule A to 2003A Note

<b>Payment Date</b>	<b>Principal Schedule</b>
2/15/2023	32,985.24
3/15/2023	33,252.81
4/17/2023	33,230.50
5/15/2023	33,394.08
6/15/2023	33,477.20
7/17/2023	33,633.71
8/15/2023	33,725.69
9/15/2023	33,850.57
10/16/2023	33,996.38
11/15/2023	34,101.80
12/15/2023	34,240.39

Exhibit C to Resolution

Original Issue Date: December 15, 2003  
Amended and Restated as of February 15, 2023

Initial Principal Amount: \$8,350,000.00

ENGLEWOOD WATER DISTRICT  
AMENDED AND RESTATED PROMISSORY NOTE, SERIES 2003A  
(V-2 AND V-3 PROJECTS)

KNOW ALL MEN BY THESE PRESENTS that Englewood Water District (the "District"), a public body corporate and politic of the State of Florida created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Bank or America, N.A. or registered assigns (hereinafter, the "Owner"), the principal sum of \$562,865.40 or such lesser amount as shall be outstanding hereunder, together with interest on the principal balance outstanding at the rate per annum equal to the Applicable Rate (as hereinafter defined) (subject to adjustment as hereinafter provided) based upon a year of 360 days for the actual number of days elapsed.

This Note amends and restates the Promissory Note, Series 2003A (V-2 and V-3 Projects), dated December 15, 2003 (the "Original Note"), and evidences the same debt evidenced thereby. As of the date hereof, all unpaid principal and interest of the Original Note shall become principal and interest outstanding hereunder.

Principal of and interest on this Note are payable in immediately available funds constituting lawful money of the United States of America at such place as the Owner may designate to the District.

Interest on the outstanding principal balance of this Note shall be due and payable in arrears, on the 15th day of each and every month, commencing January 15, 2004, or, if any such day is not a Business Day, the next succeeding Business Day, to and including the Maturity Date (hereinafter defined). The principal balance of this Note shall be repaid in 240 installments, due on the fifteenth day of each and every month, commencing January 15, 2004, or, if any such day is not a Business Day, the next succeeding Business Day, each in the amount and due on the date set forth on Schedule A attached hereto and incorporated herein, and continuing to and including the Maturity Date (hereinafter defined).

The entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on December 15, 2023 (the "Maturity Date").

All payments by the District pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to the principal sum due.

As used in this Note,

- (1) "Adjustment Date" means each day.
- (2) "Applicable Rate" means a rate that is equal to the sum of (x) 77.784% of Daily SOFR, plus (y) 1.08168%.

(3) "Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto;

(4) "Daily SOFR" is a fluctuating rate of interest which can change on each Adjustment Date. "Daily SOFR" means the rate per annum equal to the sum of (i) SOFR determined for any day pursuant to the definition thereof plus (ii) the SOFR Adjustment. Any change in Daily SOFR shall be effective from and including the date of such change without further notice. For purposes of this definition only:

(i) "SOFR" means for any day the Secured Overnight Financing Rate published on such date by the SOFR Administrator on the Federal Reserve Bank of New York's website (or any successor source); provided however that if such determination date is not a U.S. Government Securities Business Day, then SOFR means such rate that applied on the first U.S. Government Securities Business Day immediately prior thereto.

(ii) "SOFR Adjustment" means 0.11448% per annum.

(iii) "SOFR Administrator" means the Federal Reserve Bank of New York, as the administrator of SOFR, or any successor administrator of SOFR designated by the Federal Reserve Bank of New York or other person acting as the SOFR Administrator at such time.

(iv) "U.S. Government Securities Business Day" means any banking day, except any banking day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

(v) If SOFR is not available at any time for any reason or the Bank makes the determination to incorporate or adopt a new interest rate to replace SOFR in credit agreements, then the Bank may replace SOFR with an alternate interest rate and adjustment, if applicable, as reasonably selected by the Bank, giving due consideration to any evolving or then existing conventions for such interest rate and adjustment;"

(5) "Determination of Taxability" shall mean interest on this Note is determined or declared, by the Internal Revenue Service or a court of competent jurisdiction to be includable in the gross income of the Owner for federal income tax purposes under the Code.

(6) "Maximum Corporate Tax Rate" shall mean the highest marginal rate of United States federal income tax applicable to the taxable income of corporations, without regard to any increase in tax designed to normalize the rate for all income at the highest marginal tax rate, which rate on the date hereof is 21%.

Upon the occurrence of a Determination of Taxability, the interest rate on this Note shall be adjusted to a rate equal to the interest rate otherwise borne hereby divided by one minus the Maximum Corporate Tax Rate (the "Adjusted Interest Rate") calculated on the basis of a 360-day year for the actual number of days elapsed, as of and from the date such Determination of Taxability would be applicable with respect to this Note (the "Accrual Date"); and (i) the District shall on the next interest payment date hereon pay to the Owner, or any former Owner, as may be appropriately allocated, an amount equal to the sum of (1) the difference between (A) the total

interest that would have accrued on this Note at the Adjusted Interest Rate from the Accrual Date to the date of the Determination of Taxability, and (B) the actual interest paid by the District on this Note from the Accrual Date to the date of Determination of Taxability, and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon such Owner and/or former Owner arising as a result of such Determination of Taxability; and (ii) from and after the Date of the Determination of Taxability, this Note shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Note. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

The principal of and interest on this Note may be prepaid at the option of the District in whole or in part at any time. There shall be no prepayment premium or penalty. Prepayments of principal shall be applied to the scheduled installments of principal hereon in inverse order of maturity.

Upon the occurrence of an Event of Default (as defined in the Loan Agreement) then the Owner may declare the entire debt then remaining unpaid hereunder immediately due and payable; and in any such default and acceleration, the District shall also be obligated to pay (but only from the Pledged Revenues) as part of the indebtedness evidenced by this Note, all costs of collection and enforcement hereof, including such fees as may be incurred on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist, including specifically but without limitation, claims, disputes and proceedings seeking adequate protection or relief from the automatic stay. If any payment hereunder is not made within fifteen days after it is due, then the District shall also be obligated to pay as a part of the indebtedness evidenced by this Note a late payment fee in the amount of 4% of delinquent payment, which late payment shall be due and payable immediately.

Interest at the lesser of 18% per annum or the maximum lawful rate per annum shall be payable on the entire principal balance owing hereunder from and after the occurrence of and during the continuation of a default described in the preceding paragraph, irrespective of a declaration of maturity.

The District to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

THIS NOTE AND THE INTEREST HEREON DOES NOT AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION BUT SHALL BE PAYABLE SOLELY FROM THE MONEYS AND SOURCES PLEDGED THEREFOR. NEITHER THE FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE DISTRICT, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE OR OTHER COSTS INCIDENTAL HERETO.

This Note is issued pursuant to Resolution No. 03-12-04A, duly adopted by the District on December 4, 2003 (herein referred to as the "Resolution") and a Loan Agreement, dated December

15, 2003, between the District and Bank of America, N.A. (the "Loan Agreement") and is subject to all the terms and conditions of the Resolution and Loan Agreement. All terms, conditions and provisions of the Resolution are by this reference thereto incorporated herein as a part of this Note. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

This Note is payable solely from and is secured by a lien upon and pledge of the "Pledged Revenues" as described in the Resolution. Notwithstanding any other provision of this Note, the District is not and shall not be liable for the payment of the principal of and interest on this Note or otherwise monetarily liable in connection herewith from any property other than the Pledged Revenues.

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the District and in the manner provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, Englewood Water District has caused this Note to be executed in its name by the manual signature of its Chairman and attested by the manual signature of its Vice-Chairman, and its seal to be impressed hereon, all this 15th day of February, 2023.

ENGLEWOOD WATER DISTRICT

[SEAL]

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Attest:

By: \_\_\_\_\_  
Vice-Chairman

Schedule A to 2003A Note

<u>Principal Payment Date</u>	<u>Principal Due</u>
2/15/2023	50,013.18
3/15/2023	50,378.79
4/17/2023	50,382.32
5/15/2023	50,616.19
6/15/2023	50,753.68
7/17/2023	50,976.90
8/15/2023	51,127.74
9/15/2023	51,315.73
10/16/2023	51,522.82
11/15/2023	51,693.87

# The transition away from LIBOR

Where we are, what's next



In 2021, market participants made significant progress reducing LIBOR use and adopting replacement rates. 2022 begins the final stage of Transition – amending existing USD LIBOR contracts.



- ✓ Amended non-USD LIBOR contracts to replacement rates
- ✓ Began using USD replacement rates
- ✓ Decreased LIBOR use



- Amend existing USD LIBOR contracts to replacement rates
- LIBOR no longer used in new, renewing or modified contracts, except in limited situations (all currencies)

June 2023

- All USD contracts amended to replacement rates. LIBOR no longer published

## Key focus for 2022:

- USD contracts with credit actions (e.g., renewals, modifications) in 2022 will move to new rates at time of transaction
- Clients with maturities beyond June 30, 2023 should strongly consider voluntarily amending to new rates in 2022 ahead of significant amendment demand in Q1/Q2 '23

### Note:

- Euribor remains available in the market for pricing EURO loans, and TIBOR for YEN loans.
- On Sept. 29, 2021, the FCA announced Synthetic LIBOR would be published for JPY and GBP LIBOR beginning in 2022.
- Published by ICE in GBP and JPY for 1, 3 and 6 month tenors after Jan. 1, 2022 (for 2022 only for JPY; annual assessment for GBP)

# Market innovation

## What are the alternatives to USD LIBOR?



Several replacements are available for USD LIBOR.

Bank of America supports a multi-rate environment and is prepared to provide options to meet individual business needs.

- Credit-sensitive rates, such as Bloomberg's Short-Term Bank Yield Index (BSBY), reflect the incremental cost to fund a loan. These rates are often available as forward-looking term rates (e.g., 1m) and are structurally similar to LIBOR.
  - Bloomberg reports that BSBY has a 99.6% correlation with 1m USD LIBOR.\*
- From a Risk-Free Rate (RFR) perspective, the Alternative Reference Rates Committee (ARRC) endorsed Secured Overnight Financing Rate (SOFR).

### Prevalent replacement rates

#### USD LIBOR

Waterfall of:  
Eligible short-term wholesale transactions, other data, expert judgment

Designation  
Credit-sensitive

Tenors published  
O/N, 1m, 3m, 6m, 12m

Billing changes?  
--

Status  
Ceasing publication June 30, '23

#### BSBY

Transactions for:  
Wholesale deposits, CDs, commercial paper, secondary bond trades, incl. firm executable quotes (~180B transactions over 3 day rolling window)

Designation  
Credit-sensitive

Tenors published  
O/N, 1m, 3m, 6m, 12m

Billing changes?  
No

Status  
Available for use in U.S., Canada, LATAM, and APAC.

B

SBY is not available for loans booked in EMEA.

#### SOFR

Transactions for:  
Treasury repo market (~\$1TN daily transactions)

Designation  
Risk Free

Tenors published  
O/N + 1m, 3m, 6m (term settings endorsed by ARRC in Jul. '21)

Billing changes?  
Yes, for O/N settings

Status  
Available for use

\*Based on 3-year back test: Dec 2017 – Dec 2020 (Source: Bloomberg)  
Additional credit sensitive indices such as ICE Bank Yield Index (IBYI) and Ameribor may come to market in future



**BOARD AGENDA ITEM SUMMARY 7c**

MEETING DATE: February 2, 2023

SUBJECT: Warehouse Inventory of Water Meters

CATEGORY:         Consent                                         Discussion                                      X   Action

CONTACT PERSON: **Lisa Hawkins**

DEPT: **Finance**

ITEM: **Purchase of water meters for warehouse inventory.**

PURPOSE / JUSTIFICATION: **To seek Board approval for the purchase of water meters which exceed the Administrator's \$25,000.00 authority. Due to the 12-month lead time the administrator requests the immediate purchase of the next fiscal year's supply requirements. Ferguson will deliver the meters in January 2024 and they will be held in inventory until use.**

FISCAL IMPACT:

Increase inventory account 141001-100-101

Budget Resolution Required: No

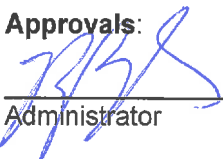
Expenditure Required: \$236,640.00

MOTION: **To authorize the Administrator to purchase Neptune water meters for a total cost of \$236,640.00 for FY2024. Meters will be purchased through single source procurement with Sunstate Meter and Supply, Inc. (sole authorized distributor of Neptune meters in Florida). Funds to come from water revenue.**

Prepared By: **Teresa Herzog**

Date: **January 11, 2023**

Approvals:

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Finance

  
\_\_\_\_\_  
Technical Support

  
\_\_\_\_\_  
Water Operations

  
\_\_\_\_\_  
Wastewater Operations

ACTION TAKEN BY BOARD:      Denied         Approved / Resolution No: \_\_\_\_\_

Attachment: **Single Source Procurement Letter  
Quotes**



**NEPTUNE**  
TECHNOLOGY GROUP

December 9th, 2022

Bee Ling Wheaton  
Englewood Water District  
201 Selma Avenue  
Englewood, FL 34223

Hello,

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

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

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

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

Thank you in advance for your cooperation.

Sincerely,

*Terry D. Gullett*

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



FEL-SARASOTA, FL WATERWORKS  
 #1212  
 1601 SARASOTA CENTER BOULEVARD  
 SARASOTA, FL 34240  
 Phone: 941-379-8989  
 Fax: 941-379-3797

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

19:20:31 JAN 11 2023

FEL-SARASOTA, FL WATERWORKS  
 Price Quotation  
 Phone: 941-379-8989  
 Fax: 941-379-3797

**Bid No:** B522748  
**Bid Date:** 01/11/23  
**Quoted By:** TDS

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

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

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

**Cust PO#:**

**Job Name:** 1/11 RFQ

Item	Description	Quantity	Net Price	UM	Total
NED2B31RWG3	5/8X3/4 T10 MTR R900I USG PLAS PIT	960	246.500	EA	236640.00
<b>Net Total:</b>					\$236640.00
<b>Tax:</b>					\$0.00
<b>Freight:</b>					\$0.00
<b>Total:</b>					\$236640.00

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

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

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

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



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

# BOARD AGENDA ITEM SUMMARY 7d

MEETING DATE: February 2, 2023

SUBJECT: HDR Task Order Water Master Plan Update

CATEGORY:  Consent

Discussion Item

Action Item

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

DEPT.: **Technical Support**

ITEM: **Professional Services Water Master Plan Update**

PURPOSE / JUSTIFICATION: **EWD selected HDR Engineering, Inc., from the Engineering Library to provide a scope of services for a Water Master Plan Update. The Utility Master Plan was completed in 2017 but was evaluated pre-2015 populations, demands, and water, wastewater, and reuse facilities. The 2017 Master Plan identified critical improvement projects and needs for the next 20 years through 2036. EWD updated the 2017 Master Plan by addressing each system ( wastewater in 2021, reuse in 2022) and now the water as separate master plans. Expenditure exceeds the Administrator's Task Order authority of \$100,000.00.**

Budget Resolution required:  yes  no

Funds in Account: 620649-600-200 Water Master Plan Update

Amount Budgeted	\$ 180,000.00
Year to Date Expenditures	\$ -0-
Open Purchase Orders	\$ -0-
Total Expenditures Required	<u>\$ (179,156.00)</u>
Remaining in Budget	<u>\$ 844.00</u>

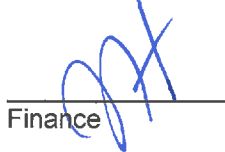
**MOTION: To authorize the Administrator to sign the HDR-23-001 Task Order for Professional Services for a Water Master Plan Update in the amount of \$179,156.00. Project costs to be taken from water revenues.**

Prepared By: **Teresa Herzog**

Date: **January 26, 2023**

Approvals:

  
Administrator

  
Finance

  
Technical Support

  
Water Operations

  
Wastewater Operations

ACTION TAKEN BY BOARD:  Denied  Approved / Resolution No: \_\_\_\_\_

ATTACHMENTS: **Scope of services for the Water Master Plan Update**



# ENGLEWOOD WATER DISTRICT

## Scope of Services Professional Engineering Services for a Water Master Plan Update

January 2023

### INTRODUCTION

HDR Engineering, Inc. (Consultant) will provide professional services to update the drinking water supply, treatment, and distribution system components of the 2017 Utility Master Plan for Englewood Water District (District). Services will include updating projections to 2043 and to 2073 for populations and resulting system demand and potable water supply; performing site evaluations of major observable wellfield and treatment infrastructure; performing system capacity assessments; evaluating alternatives to capacity or infrastructure deficiencies; evaluating resilience and potential grant/loan support for improvements; and developing a capital plan for recommended improvements. The projections, evaluations, and capital planning efforts will be included in a Potable Water Master Plan Update.

### SCOPE OF SERVICES

#### Task 1 - Project Management and Data Collection

This task includes general functions required to maintain the project schedule, budget, and quality control. Consultant will prepare and submit monthly status reports with invoices. Consultant will participate in monthly status meetings with District Project Manager through the anticipated 10-month schedule for the project and that these meetings will primarily be virtual. Consultant will prepare agendas and meeting notes for each monthly meeting for submittal to District.

Consultant will review initial available data and documents and submit a Request for Information for District to provide responses or support documentation. Consultant will prepare a Data Collection and Review Summary Technical Memorandum (TM). This TM will identify gaps in data, which may include the need for District staff collection of field data or water quality samples for analysis. Consultant will also establish and maintain a database of data requested and received. This will be updated and maintained through the life of the project for use by the Consultant and documented in the Water Master Plan.

#### Task 1 Deliverables:

- Monthly progress reports and project invoices
- Request for Information
- Data Collection and Review Summary TM (Draft and Final)

## **Task 2 - Update Populations and Flows**

Consultant will assess the proposed population and growth projections for District based on published growth trends, District historical usage and flows and information gathered in Task 1 above. Consultant will develop 20-year and 50-year growth projections and the associated water needs for District service area. The following data sources will be accessed for population/growth projections:

- Local, National, and Statewide growth trends
  - Englewood Historic Growth
  - Bureau of Economic and Business Research (BEBR)
  - SWFWMD Southern Region Water Supply Plan
  - US Census Data – Englewood, Florida
  - Manatee/Sarasota and Charlotte County Metropolitan Planning Organizations (MPOs)
- County and Governmental Comprehensive Planning Documents
  - City of North Port
  - Charlotte County
  - Sarasota County
  - Peace River Manasota Regional Water Supply Authority (PRMRWSA)
- Bulk Customer/Development Review from information provided by District

Consultant will develop water supply demand projections for 2043 and 2073 based on the population/growth projections. Consultant will:

- Coordinate with District to assess system-wide average demands and diurnal and seasonal demand patterns utilizing billing, production, and SCADA records
- Evaluate the amount of non-revenue water (hydrant flushing/water loss) and production losses
- Assess major users and associated future demands to be identified as point demands. Review wholesale agreements, analyze existing bulk customer usage and develop projections for future usage.

Consultant will prepare a brief Draft Population and Demand Projections TM for District review. District will provide Consultant with written comments within 2-weeks of TM submittal. Consultant will address written comments, submit a Final Population and Demand Projections TM, and incorporate the Population and Demand Projections as a chapter in the Water Master Plan Update developed under Task 6 below.

### **Task 2 Deliverables:**

- Population and Flow Projections TM (Draft and Final)

### **Task 3 – Site Observations and Operation Discussions**

Consultant will perform site visits to major observable water treatment infrastructure including treatment units, tanks, pump stations, buildings, and general sites. Consultant will assess observable conditions against a standard condition scoring for civil, mechanical, structural, electrical, and instrumentation disciplines. One score per discipline will be assessed for each major unit process and deep injection well facility at the water treatment plant along with major deficiencies summarized.

Consultant will also discuss operation and performance conditions with District staff while on site. Site assessments and discussions will be conducted for up to two days. Consultant will prepare a Site Assessments TM for District review. District will provide Consultant with written comments within 2-weeks of TM submittal. Consultant will address written comments, submit a Final Site Assessments TM, and incorporate the Site Assessments as a chapter in the Water Master Plan Update developed under Task 6 below.

#### **Task 3 Deliverables:**

- Site Assessments TM (Draft and Final)

### **Task 4 – Water Supply and Treatment System Capacity Evaluations**

This task will perform desktop capacity assessments of system supply, treatment, and distribution infrastructure and develop alternative improvement strategies for identified infrastructure or capacity deficiencies. Consultant will utilize the 2043 horizon for determining needed infrastructure upgrades for mechanical and electrical equipment. Consultant will utilize the 2073 horizon as needed to assess new basin capacities and pipeline velocities.

#### **4.1 Wellfield Capacity Evaluation**

Consultant will review up to 3 years of available wellfield data provided to Consultant in MS Excel to assess well performance including flow and seasonal yield due to salinity trigger levels. Water quality trends will also be assessed, if possible, by seasonal yield data to evaluate the potential for saltwater intrusion.

Based on the treatment plant capacity evaluation performed in Task 4.3 below, Consultant may identify existing wells that may be abandoned and identify general site locations for additional wells.

#### **4.2 Influent Water Quality Characterization and Treatment Modeling**

As part of Task 1 above, Consultant to provide a water quality request including water quality parameters, collection frequencies, and sample locations. District to provide data to Consultant in MS Excel format. Consultant will then use the water quality data obtained to model both existing



sources waters being treated by District's current membrane system. Modeling results will be summarized in the Water Treatment Capacity Workshop as part of Task 4.3, which will include the impacts on existing membranes with treating both brackish and fresh water sources, alternative membrane for consideration of fresh water source, and pre- and post-treatment requirements.

#### **4.3 Water Treatment Plant Capacity Evaluation**

Consultant will utilize engineering best practices, including 10-states standards for Class I reliability to evaluate design hydraulic and treatment capacity relative to current unit process performance. This evaluation will include an assessment of unit processes across both the lime softening and reverse osmosis (RO) treatment trains, including final disinfection and stabilization.

Due to the known age of the existing water treatment plant infrastructure, previous recommendation for major reverse osmosis treatment improvements, and lack of spent lime disposal methods, Consultant will develop three facility improvement alternatives to meet future demand projections and water treatment performance needs. The first alternative will consider upgrading the existing water treatment plant to extend the life of existing facilities while improving reliability. The second alternative will include partial plant replacement of the lime softening system with a nanofiltration treatment system along with rehabilitation/replacement of the existing RO treatment train. The third alternative will include total replacement of the existing water treatment plant with a new RO treatment system. Consultant will develop Class V cost estimates per AACEI for each improvement alternative. Consultant will also develop qualitative criteria for each alternative in comparing resulting water quality, energy efficiency, operational complexity, brine/residuals disposal complexity, and resilience.

Consultant will participate in a Water Treatment Capacity Workshop to review the system assessment and the alternatives developed for upgrades. Up to three Consultant staff will be present at the workshop. Consultant will prepare a workshop summary for District's review and concurrence.

#### **4.4 Resilience Evaluation**

Consultant will perform a desktop evaluation of environmental impacts including wetlands and threatened and endangered species that may impact water plant expansion limits. Consultant will summarize these findings in the Water Treatment Capacity Workshop as part of Task 4.3 above and include these findings in the Supply and Treatment Capacity Improvement Alternatives TM as part of Task 4.5 below.

#### **4.5 Water Supply and Treatment System Capacity Evaluation TM**

Consultant will make refinements to the evaluations discussed under each workshop in Tasks 4.1, 4.3, and 4.4 and develop a Draft System Capacity Evaluation and Improvement Alternatives TM for District review. Consultant will meet with District Staff to review the TM and discuss any

comments District may have. Consultant will address written and verbal comments, submit a Final System Capacity Evaluation and Improvement Alternatives, and incorporate the System Capacity Evaluation and Improvement Alternatives as a chapter in the Water Master Plan Update developed under Task 6 below.

#### **Task 4 Deliverables:**

- Water Treatment Capacity Workshop Summary
- Supply and Treatment System Capacity Evaluation and Improvement Alternatives TM (Draft and Final)
- TM Review Meeting Minutes

#### **Task 5 – Distribution System Capacity Evaluation**

Consultant will update District’s most current hydraulic model to assess current and future system performance. This includes confirming system performance criteria including minimum and maximum pressure, velocity, fire flow and headloss.

Consultant will leverage District’s current Geographic Information Systems (GIS) attributes for updating the existing conditions hydraulic model to incorporate pipes 8” diameter and greater that were installed since 2016. Consultant will run the existing conditions model with average flow and pressure conditions to check the reasonableness of the resulting modeled distribution system pressures. Improper model results will require an amendment to this work assignment and completion of model validation, calibration, or correction prior to proceeding with the remainder of this task below.

Consultant will add up to twelve pipe extensions for current planned growth areas with corresponding projected average day, maximum day and peak hour demands to size the pipe segments based on the established system performance criteria developed earlier in Task 5. Proposed land use for the purposes of corresponding fire flow criteria will also be provided for the analysis.

Consultant will request the Authority’s regional WaterGEMS hydraulic model to further assess District’s neighboring interconnects for emergency water supply needs. Consultant will identify potential improvements that could be made at the interconnects to improve capacity.

Consultant will make refinements to the evaluations discussed in the Distribution System Capacity Workshop and develop a Draft Distribution System Capacity Evaluation and Improvement Alternatives TM for District review. Consultant will meet with District Staff to review the TM and discuss any comments District may have. Consultant will address written and verbal comments, submit a Final Distribution System Capacity Evaluation and Improvement Alternatives, and incorporate the Distribution System Capacity Evaluation and Improvement Alternatives as a chapter in the Water Master Plan Update developed under Task 6 below.

### **Task 5 Deliverables:**

- Updated hydraulic model
- Distribution System Capacity Evaluation and Improvement Alternatives TM (Draft and Final)
- TM Review Meeting Minutes

### **Task 6 – Recommended Improvements**

This task will focus on capital planning and grant support for selected wellfield, treatment, and distribution system improvements.

#### **6.1 Capital Planning**

Consultant will prepare cost, schedule and implementation information and facilitate a capital planning workshop to prioritize capital projects expected for the next 20-years to meet regulatory and budget constraints. The workshop will be in person for 4 hours. A workshop summary will be prepared to document input and decisions made during the workshop. Consultant will update schedule and implementation approaches based on the workshop.

#### **6.2 Water Master Plan Update Development**

Consultant will summarize the results of Tasks 2 through Task 6.2 in a Draft Water Master Plan Update. The Plan anticipates the following sections:

- Executive Summary
- Introduction and Background Data Summary
- Population and Demand Projections
- Site Assessments
- Supply and Treatment System Capacity Evaluation and Improvement Alternatives
- Distribution System Capacity Evaluation and Improvement Alternatives
- Recommended Improvements

Consultant will submit the Draft Water Master Plan Update for District review. District will provide Consultant with written comments within 2-weeks of Plan submittal. Consultant will address all written comments and submit the Final Water Master Plan Update.

#### **6.3 Board Presentation**

Consultant will develop Microsoft PowerPoint slides for one Board presentation anticipated to be approximately 20 minutes in duration. Draft slides will be developed for District review and finalized upon receipt of District comments.

**Task 6 Deliverables:**

- Capital Planning Workshop Summary
- Water Master Plan Update (Draft and Final)
- Board Presentation (Draft and Final)

**ASSUMPTIONS**

- District will designate a primary contact person for Consultant to coordinate with.
- The Authority’s WaterGEMs model is calibrated to the EWD interconnects included within it.
- District will provide geo-referenced customer information and support the identification of critical customers.

**SCHEDULE**

The schedule for this scope of services assumes 8 months will be required to complete the Water Master Plan Update following the notice to proceed. Table 1 summarizes the estimated duration from notice to proceed (NTP) for each major task.

**Table 1  
Estimated Duration by Task**

<b>Task</b>	<b>Estimated Duration from NTP</b>
1 – Project Management	Project Duration
1 - Data Collection	6 weeks
2 – Update Populations and Flows	10 weeks
3 – Site Observations and Operation Discussions	9 weeks
4 – Water Supply and Treatment System Capacity Evaluations	23 weeks
5 – Distribution System Capacity Evaluation	22 weeks
6 – Recommended Improvements	35 weeks
6 – Board Presentation	TBD

**COMPENSATION**

Table 2 below summarizes the fee amount by task on a lump sum basis for the scope of work. The professional services will be invoiced on a monthly basis in accordance with the Consultant’s estimated percent complete. A progress report summarizing work completed by task will be submitted with each invoice. A detailed work breakdown structure is shown in Appendix A.

**Table 2**  
**Lump Sum Compensation by Task**

<b>Task</b>	<b>Task Description</b>	<b>Amount</b>
1	Project Management and Data Collection	\$19,144
2	Update Populations and Flows	\$8,524
3	Site Observations and Operation Discussions	\$11,016
4	Water Supply and Treatment System Capacity Evaluations	\$61,032
5	Distribution System Capacity Evaluation	\$33,484
6	Recommended Improvements	\$45,956
	<b>Total</b>	<b>\$179,156</b>

Appendix A - Work Task Breakdown

ENGLEWOOD WATER DISTRICT  
 Scope of Services for Water Master Plan Update  
 1/19/2023

Task	Description	Accountant		Project Manager		Engineer I / Scientist I / Geologist I		Engineer II / Scientist II / Geologist II		Engineer III / Scientist III / Geologist III		Engineer IV / Scientist IV / Geologist IV		Engineer V / Scientist V / Geologist V		Project Specialist		Company Officer / Principal		Total Budget	
		\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours		
1	Project Management and Data Collection	105.00	24	196.00	40	115.00	24	144.00	16	178.00	0	209.00	8	256.00	8	225.00	0	290.00	0	120	19,144
1.1	PM Data Collection/Review		24	40	40															64	10,360
2	Populations and Flows		0	0	40	16	16	0	0	0	0	16	8	8	0	0	0	0	0	56	8,784
3	Site Observations and Operator Discussions		0	0	32	0	0	0	0	0	0	24	0	0	0	0	0	0	0	58	8,524
4	Water Supply and Treatment System Capacity Evaluation		0	0	88	0	120	0	0	0	44	44	36	36	16	16	0	0	0	64	11,016
4.1	Wetfield Capacity Evaluation		0	16	16	32	32	0	0	0	0	0	0	0	0	0	0	0	0	36	6,772
4.2	Influent WQ Characterization and Treatment Modeling		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	7,652
4.3	Water Plant Evaluation		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	124	10,944
4.4	Water Plant Workshop		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	8,364
4.5	Resilience Evaluation		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.5	Supply and Treatment System Capacity TM		0	0	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	24	4,520
5	Distribution System Capacity Evaluation		0	0	64	64	100	100	0	0	0	12	12	36	36	0	0	0	0	16	3,732
5.1	Update Existing Conditions Model with GIS and Run to Check		0	0	16	16	48	48	0	0	0	4	4	4	4	0	0	0	0	24	4,520
5.2	Model Piping Addition and Interconnect Evaluation		0	0	16	16	32	32	0	0	0	4	4	4	4	0	0	0	0	16	3,732
5.3	Distribution Capacity Evaluation TM		0	0	32	32	48	48	0	0	0	4	4	16	16	0	0	0	0	80	12,680
5.4	TM Review Meeting		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	Recommended Improvements		0	32	76	76	16	16	16	16	16	24	24	56	56	8	8	0	0	12	2,416
6.1	Capital Planning and Workshop		0	0	34	34	34	34	0	0	0	0	0	0	0	0	0	0	0	0	0
6.2	Master Plan Update		0	16	48	48	16	16	16	16	16	24	24	24	24	8	8	0	0	84	17,400
6.3	Board presentation		0	16	32	32	16	16	16	16	16	0	0	32	32	0	0	0	0	132	24,610
<b>Totals</b>		<b>105.00</b>	<b>24</b>	<b>196.00</b>	<b>72</b>	<b>324</b>	<b>324</b>	<b>132</b>	<b>136</b>	<b>136</b>	<b>128</b>	<b>136</b>	<b>136</b>	<b>244</b>	<b>244</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>1028</b>	<b>179,156</b>

**BOARD AGENDA ITEM SUMMARY**

**7e**

MEETING DATE: February 2, 2023

SUBJECT: FDEM Delegation of Authority

CATEGORY:  Consent

Discussion

Action

CONTACT PERSON: **Lisa Hawkins**

DEPARTMENT: **Finance**

ITEM: **FDEM Delegation of Authority.**

PURPOSE / JUSTIFICATION: **At the January 5, 2023 Board meeting, per Board Resolution# 23-01-05 F authorization was granted to Administrator, Ray Burroughs to enter into agreements with FDEP. Documents were later received from the Florida Division of Emergency Management requesting written authorization from the Chair granting the Administrator delegating authority as the Authorized Agent.**


MOTION: **To authorize the Chair to execute the attached letter delegating Administrator, Ray Burroughs authority as the Authorizing Agent for FDEM documents.**

Prepared By: **Teresa Herzog**

Date: **January 24, 2023**

**Approvals:**

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Finance

  
\_\_\_\_\_  
Technical Support

  
\_\_\_\_\_  
Water Operations

  
\_\_\_\_\_  
Wastewater Operations

ACTION TAKEN BY BOARD:  Denied  Approved / Resolution No: \_\_\_\_\_

ATTACHMENTS: **FDEM Delegation of Authority Letter.**



**Board of Supervisors**

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

Ray Burroughs  
Administrator

**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](mailto:info@englewoodwater.com)  
Website: [englewoodwater.com](http://englewoodwater.com)

February 2, 2023

Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399

To Whom it May Concern:

I, Taylor Meals, Englewood Water District Board of Supervisors, Chair, would like to grant delegation of authority to Ray Burroughs, Administrator, to act as the Authorized Agent and sign agreements and any necessary documents related to DR-4673 Hurricane Ian for the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) for The Englewood Water District. If you have any questions or concerns, please Lisa Hawkins, Englewood Water District, Finance Director at 941-460-1022 or by email at [lhawkins@cwdfi.com](mailto:lhawkins@cwdfi.com).

Thank you,

Taylor Meals  
Englewood Water District Board of Supervisors, Chair



# BOARD AGENDA ITEM SUMMARY 7f

MEETING DATE: **February 2, 2023**

SUBJECT:  **Ratification of the Notice of Emergency Procurement;  
Critical Equipment Repair/Vac-Con Truck**

CATEGORY:  Consent  Discussion  Action

CONTACT PERSON: **Dewey Futch  
Dave Larson**

DEPT: **Water Operations Manager  
Wastewater Operations Manager**

ITEM: **Ratification of the Notice of Emergency Procurement; Critical Equipment Repair/Vac-Con Truck.**

PURPOSE / JUSTIFICATION: **The quote for needed repairs to the 2013 Vac-Con Vacuum Truck was received and exceeds the Administrator's authority of \$25,000.00. To receive the quote, the truck was transported to Southern Sewer Equipment Sales (Sole authorized Vac-Con dealer) in Orlando, FL and left there. The cost of the needed repairs is \$30,897.47 which will be split between the Distribution and Collections Departments. This truck is a vital piece of equipment and is critical to operations, utilized when there is an emergency (such as Hurricane Ian) or when repairs are needed on the other vacuum trucks.**

FISCAL IMPACT: N/A

Budget Resolution Required:  yes  no

Funds in Accounts: 500463-531-101 Distribution Equip Repair/Maintenance  
500463-541-101 Collections Equip Repair/Maintenance

500463-531-101		500463-541-101	
Amount Budgeted:	\$ 47,600.00	Amount Budgeted:	\$ 104,075.00
Year to Date Expenditures:	\$ 14,685.37	Year to Date Expenditures:	\$ 30,821.03
Open PO's/Goods	\$ 16,131.98	Open PO's/Goods	\$ 50,419.46
Total Expenditure Required:	<u>\$ (15,500.00)</u>	Total Expenditure Required:	<u>\$ (15,500.00)</u>
Remaining in Budget	<u>\$ 1,282.65</u>	Remaining in Budget	<u>\$ 7,334.51</u>

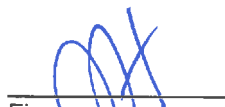
MOTION: **1) To ratify the memo – approval of the 2013 Vac-Con Vacuum Truck repair by Southern Sewer Equipment Sales (Sole authorized Vac-Con dealer) in the amount of \$30,897.47. Funds to come from the water/wastewater revenues.**

Prepared By: **Teresa Herzog**

Date: **January 26, 2023**

Approvals:

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Finance

  
\_\_\_\_\_  
Technical Support

  
\_\_\_\_\_  
Water Operations

  
\_\_\_\_\_  
Wastewater Operations

ACTION TAKEN BY BOARD:  Denied  Approved / Resolution No: \_\_\_\_\_

Attachment: **Memo to Chair dated January 26, 2023  
Southern Sewer Equipment Sales Sole Source Letter  
Southern Sewer Repair Quote**



# Memo

**To:** Taylor Meals, Englewood Water District Chair *TM 1/26/23*  
**From:** Ray Burroughs, Englewood Water District Administrator  
**Date:** January 26, 2023  
**Re:** Notice of Emergency Procurement/Critical Equipment Repair

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The quote for needed repairs to the 2013 Vac-Con Vacuum Truck was received and exceeds the Administrator's authority of \$25,000.00. To receive the quote, the truck was transported to Southern Sewer Equipment Sales (Sole authorized Vac-Con dealer) in Orlando, FL and left there. The cost of the needed repairs is \$30,897.47 which will be split between the Distribution and Collections Departments.

The repairs cannot begin without the issuance of a Purchase Order and because the only authorized repair company is located in Orlando, FL staff requests this critical equipment repair be executed with an Emergency Procurement. This truck is a vital piece of equipment and is critical to operations for both the Distribution and Collections Departments utilized when there is an emergency (such as Hurricane Ian) or when repairs are needed on the other vacuum trucks.

Thank you,

Ray Burroughs, Administrator



October 21, 2022

To Whom It May Concern,

This letter will confirm that Southern Sewer Equipment Sales, located at...

3409 Industrial 27<sup>th</sup> Street  
Fort Pierce, FL 34946

10575 General Drive  
Orlando, FL 32824

8200 NW 58<sup>th</sup> Street  
Doral, FL 33166

...is the sole authorized Vac-Con dealer for *municipal market* sales, parts, and service in the state of Florida for *combination and jetting units*. (Excluding hydro-excavation equipment and the Florida Panhandle)

Regarding warranties, parts warranties are only available on OEM parts purchased through an authorized Vac-Con, Inc. dealer. Warranties are non-transferable, and Vac-Con is not liable if someone has made any repairs to the unit other than Vac-Con, it's dealers, or employees.

If you have any further questions, please do not hesitate to contact us.

Thank you,

A handwritten signature in blue ink, appearing to read 'Todd Masley', is written over a light blue horizontal line.

Todd Masley  
President, Vac-Con, Inc.

**MORE POWER TO YOU**

969 Hall Park Road,  
Green Cove Springs, FL 32043  
Tel: 904.284.4200 • Fax: 904.284.3305  
[www.vac-con.com](http://www.vac-con.com)

# QUOTE

**Southern Sewer Equipment Sales**  
 3409 Industrial 27th Street  
 Fort Pierce, FL 34946

Date	S.O. No.
1/10/2023	174020
PH. NUMBER	
941-786-4705	

<b>BILL TO</b>
ENGLEWOOD WATER DISTRICT FINANCE DEPT 201 SELMA AVENUE ENGLEWOOD, FL 34223

<b>SHIP TO</b>
ENGLEWOOD WATER DISTRICT 201 SELMA AVENUE ENGLEWOOD, FL 34223

**PLEASE REFER TO QUOTE NUMBER WHEN PLACING ORDER**

WRITER: GA

Phone #	Fax #	E-mail	Web Site
1-800-782-4134	772-595-9171	info@southernsewer.com	www.southernsewer.com

P.O. No.	Terms	SHIP VIA	CUSTOMER
	NET 10 DAYS		KYLE

QTY.	PART NUMBER	DESCRIPTION	EACH	TOTAL
0	MILEAGE	DATE/TIME:01/10/2023 VAC-CON:03136439 MODEL #V316LHAE0/1300 2013 FRTLNR  UNIT #:43 MILEAGE IN: 2271 MILEAGE OUT: PONY MOTOR: CHASSIS HOURS:3659 VIN #:1FVHG3CYXEHF2460;	1.57	0.00
	MECHANICAL ISSUE	HIGH PRESSURE HOSE FRONT LEFT OF TRUCK IS LEAKING JOYSTICK HARD TO OPERATE SHUTOFF VALVE ON REAR PUMP OFF NEEDS REPLACED INSIDE TANK FLUSH OUT ONLY TWO JETS WORKING SWITCHES FOR TANK UP AND DOWN NOT WORKING HYDRAULIC LEAK IN FRONT LEFT OF TRUCK U JOINTS FOR SHORT DRIVE SHAFT AND ANYTHING ELSE YOU COME ACROSS	0.00	0.00
1	DRIVE LINE REBUILD	DRIVE LINE REBUILD	350.00	350.00
1	800-5926	REDUCER WELDMENT, 10" FLANGE TO 8" FLANGE	385.49	385.49
1	690-0025	GASKET 8"	6.13	6.13
1	690-1284	10" GASKET FOR FIXED TUBE WELDMENT (FOR 800-4498)	17.99	17.99
2	680-0016	POWER CLAMP, 8" FOR KANAFLEX HOSE 2.8 LBS	23.68	47.36

**Subtotal**

DAILY CREDIT CARD TRANSACTIONS ARE LIMITED TO \$7,500 PER CREDIT CARD.

A 25% RESTOCK WILL BE CHARGED ON ALL RETURNED ITEMS.

PRICES ARE SUBJECT TO CHANGE DAILY

**Sales Tax (0.0%)**

**Total**

# QUOTE

**Southern Sewer Equipment Sales**  
 3409 Industrial 27th Street  
 Fort Pierce, FL 34946

Date	S.O. No.
1/10/2023	174020
PH. NUMBER	
941-786-4705	

<b>BILL TO</b>
ENGLEWOOD WATER DISTRICT FINANCE DEPT 201 SELMA AVENUE ENGLEWOOD, FL 34223

<b>SHIP TO</b>
ENGLEWOOD WATER DISTRICT 201 SELMA AVENUE ENGLEWOOD, FL 34223

**PLEASE REFER TO QUOTE NUMBER WHEN PLACING ORDER**

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1-800-782-4134	772-595-9171	info@southernsewer.com	www.southernsewer.com

P.O. No.	Terms	SHIP VIA	CUSTOMER
	NET 10 DAYS		KYLE

QTY.	PART NUMBER	DESCRIPTION	EACH	TOTAL
1	800-4359	TURRET WELDMENT	1,400.63	1,400.63
		<b>**PAINT BLACK**</b>		
2	711-8226	ASSEMBLY BEARING FOR PIVOT AND BUSHING REPLACING 711-3869, INCLUDES 800-4491 & 644-0007	370.73	741.46
1	644-0325	BOOM ROTATOR ASSY MAY NEED 800-50685	2,091.84	2,091.84
1	631-1008	SWITCH BANK 4 POSITION - ( DEBRIS TANK FUNCTIONS AND RIGHT SIDE OF TRUCK LOCATION)	224.95	224.95
2	633-1314	LIGHT- LED FLOOD SERIES 81	313.81	627.62
6	605-0060	GREASE FITTING	1.74	10.44
12	680-0001	KANAFLEX - 8" X 1 FOOT	68.00	816.00
1	711-17686A	PUMP ASSY <b>***PAINT BLACK**</b>	11,492.66	11,492.66
1	FITTING	SAE TO JIC FITTINGS	60.00	60.00
1	HOSE	#8 JICF X #8 JICF HOSE	456.73	456.73
1	662-0328	BALL VALVE NPTF -#8SAE 7250 PSI	75.24	75.24
60	HYD OIL 32	HYDRAULIC OIL / AW 32	19.29	1,157.40
2	624-0272	HYDRAULIC FILTER @ BUMPER 5 MICRON (TAKES TWO)	191.26	382.52
1	624-0227	LINDE HYDAULIC FILTER	156.10	156.10
1	624-0261	HYDRAULIC FILTER, CENTER DECK LOCATION	99.98	99.98
16	OIL 15W40	15W40 OIL PER QUART	8.29	132.64
3	GIANT OIL	GALLON/OIL - GIANT RECOMMENDED GP7150, GP7155A, GP7255	45.00	135.00
3	663-0821	SPRAY NOZZLE 1.4 GPM @ 2000	62.13	186.39

**Subtotal**

**Sales Tax (0.0%)**

**Total**

DAILY CREDIT CARD TRANSACTIONS ARE LIMITED TO \$7,500 PER CREDIT CARD.

A 25% RESTOCK WILL BE CHARGED ON ALL RETURNED ITEMS.

PRICES ARE SUBJECT TO CHANGE DAILY

# QUOTE

**Southern Sewer Equipment Sales**  
 3409 Industrial 27th Street  
 Fort Pierce, FL 34946

Date	S.O. No.
1/10/2023	174020
PH. NUMBER	
941-786-4705	

<b>BILL TO</b>
ENGLEWOOD WATER DISTRICT FINANCE DEPT 201 SELMA AVENUE ENGLEWOOD, FL 34223

<b>SHIP TO</b>
ENGLEWOOD WATER DISTRICT 201 SELMA AVENUE ENGLEWOOD, FL 34223

**PLEASE REFER TO QUOTE NUMBER WHEN PLACING ORDER**

WRITER: GA

Phone #	Fax #	E-mail	Web Site
1-800-782-4134	772-595-9171	info@southernsewer.com	www.southernsewer.com

P.O. No.	Terms	SHIP VIA	CUSTOMER
	NET 10 DAYS		KYLE

QTY.	PART NUMBER	DESCRIPTION	EACH	TOTAL
6	663-0356	SPRAY NOZZLE 0 DEG (60 GPM)	54.71	328.26
1	623-0031	WASHER FOR 623-0289	2.24	2.24
1	623-0032	O RING FOR 623-0289	2.85	2.85
1	631-0666	JOYSTICK - OMNI BUSS WITH DECAL	1,845.37	1,845.37
4	640-0020	POWER BAND BELT	126.82	507.28
4	605-0021	SPRING PIN .25" X 1.25" LG.	0.78	3.12
1	650-2114	AIR FILTER PRIMARY JD 6 CYL T-3	197.99	197.99
1	650-2115	AIR FILTER SAFETY JD 6 CYL T-3	156.00	156.00
1	650-1676	OIL FILTER - JD AUX MOTOR	33.91	33.91
1	650-1678	FINAL FUEL FILTER - JD AUX MOTOR	84.97	84.97
1	650-1677	PRIMARY FUEL FILTER - JD AUX MOTOR	80.91	80.91
45	LABOR	LABOR BY SOUTHERN SEWER: ESTIMATED LABOR TO REPAIR.	140.00	6,300.00
	FREIGHT	SHIPPING ESTIMATED	300.00	300.00
	NOTE	OTHER PARTS AND REPAIRS MAY BE FOUND WHEN DISMANTLED. IF OTHER NEEDED REPAIRS ARE FOUND ON YOUR EQUIPMENT, YOU WILL BE NOTIFIED AS SOON AS POSSIBLE. THIS IS NOT A COMPREHENSIVE LIST.	0.00	0.00

**Subtotal** \$30,897.47

DAILY CREDIT CARD TRANSACTIONS ARE LIMITED TO \$7,500 PER CREDIT CARD.

A 25% RESTOCK WILL BE CHARGED ON ALL RETURNED ITEMS.

PRICES ARE SUBJECT TO CHANGE DAILY

**Sales Tax (0.0%)** \$0.00

**Total** \$30,897.47

**STATUS REPORT**  
**For Board Meeting February 2, 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. Staff is recommending awarding the construction contract to the lowest bidder, Poole & Kent Company of Florida.
7. **South WRF – New Headworks** – The bid opening took place on December 16, 2022, at 2:30 PM. Staff is recommending awarding the construction contract to the lowest bidder, Poole & Kent Company of Florida. The equipment that was approved at the January Board Meeting for direct purchase has been ordered.
8. **South WRF Generator Replacement** – The new generator was delivered and installed on Thursday, January 12, 2023.
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's Task Order for the Water Masterplan Update was brought to the February Board meeting for approval. Once approved, HDR will submit its data request and staff will start gathering the needed data.

**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.

## STATUS REPORT

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 approved and FDEP application for the project have been signed. An upsizing agreement will still need to be completed but the developer wants to get started on this work ASAP.
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. \* **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.
7. **Lake Emily** – The Developer Agreement has been executed. FDEP permit applications were signed and returned to Banks Engineering. Bank's Engineering will be scheduling a preconstruction meeting with the contractor DEME Construction soon.
8. **Park Forest Phase 7A** – FDEP has approved to place the water and sewer utilities into service. The final water main tie-in took place on Friday, January 27, 2023.
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 contractor has begun installing the utilities needed for the project.
11. **San Casa Multi-Family** – The engineer has submitted for final certification but after review by staff, additional information is needed prior to signing the FDEP applications.
12. \* **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.
13. \* **Suncoast Humane Society** – The Developer's Agreement has been executed, plans approved, and signed FDEP applications have been returned to KH Engineering, LLC.
14. \* **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:**

15. **590 N. Indiana Ave Storage** – TDM Consulting, Inc. submitted final utility plans for a new 136,900 SF 3-story self-storage facility located at 590 N. Indiana Ave. A Developer's Agreement has been sent. Once executed, staff will approve the plans. No FDEP permits are required.
16. \* **Beachwalk by Manasota Key Phase 3** – Kimley-Horn submitted plans for Phase 3 of the Beachwalk project. Staff is reviewing the plans.
17. \* **Beachwalk by Manasota Key Phase 4** – Kimley-Horn submitted plans for Phase 4 of the Beachwalk project. Staff is reviewing the plans.



## STATUS REPORT

18. \* **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.
19. **Gateway Court** – Cavoli Engineering resubmitted utility plans for the Gateway Court project, located south of the intersection of Old Englewood Rd and SR 776. A Developer’s Agreement has been sent. Once executed, staff will approve the plans and sign the required FDEP permit applications.
20. \* **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.
21. \* **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.
22. \* **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.
23. **Storage Depot 775** – TDM Consulting, Inc. submitted final utility plans for a new 80,731 SF 3-story self-storage facility located at 4400 Placida Rd. A Developer’s Agreement has been sent. Once executed, staff will approve the plans. No FDEP Permits are required.

### Upcoming Developments/Projects:

24. \* **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.
25. **Boca Royale East** – Morris Engineering has submitted a master site plan for Boca Royale East and has requested a letter of availability for 825 single-family homes and an amenity center.
26. \* **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.
27. \* **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.
28. \* **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.
29. \* **FDOT – Charlotte County Line to Tangerine Woods** – Green line mark-ups have been provided to Element Engineering Group.
30. **FPL Partridge Substation** – Dewberry has submitted a concept plan for an FPL substation that would be located west of Winchester Blvd. just south of the Sarasota/Charlotte County line.
31. \* **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.
32. \* **Medical Twins** – Heidt Design is working on plans for two parcels located on Medical Blvd. adjacent to the Hospital and

## STATUS REPORT

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.

33. **Safe & Secure Storage at Englewood** – Creech Consulting, Inc. has submitted a preliminary site plan for a proposed 120,975 SF 3-story self-storage facility located at 1797 Englewood Rd., and has requested a letter of availability for water and sewer services.
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.



## Potable and Recycled Water Utility Capacity Report

Please complete and return this form by the 5<sup>th</sup> 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](mailto:Laura.Tefft@charlottecountyfl.gov)

Utility Information	
Utility Name: Englewood Water District	Month/Year Reporting: December 2022
Preparer's Name: Keith R. Ledford, Jr., P.E.	Phone: 941-460-1020
Utility Address: 201 Selma Ave	Email: <a href="mailto:kledford@ewdfl.com">kledford@ewdfl.com</a>
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: 2.80 MGD	
Month's Peak Daily Flow: 3.06 MG	
Potable Water Connection Information (In ERCs)	
ERCs (MGD)	Connections
Total ERCs Permitted: 5.36 MGD	
Total ERCs Served: 23,022	18,730
Single Family: 17,105	17,090
Multi-Family: 2,824	347
Commercial: 3,093	1,293
Industrial:	
Irrigation:	
Other:	
Bulk Customer (Committed): 1	1
Calculated Total Flows: 2.80	
Remaining ERCs Available: 2.56	
Recycled Water Connection Information (In ERCs)	
Total ERC Capacity: 1.6 MGD	
Total ERCs Served: 1.6 MGD	
Industrial:	
Irrigation: 1.6 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: 2,457,000 Gallons	
Emergency Interconnect Information	
Interconnected Utility: Charlotte County & Sarasota County	
Amount Transferred(Received): 0	
Reason for Emergency Transfer:	



# Sanitary Sewer Utility Capacity Report

Please complete and return this form by the 5<sup>th</sup> 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](mailto:Laura.Tefft@charlottecountyfl.gov)

Utility Information	
Utility Name: Englewood Water District	Month/Year Reporting: December 2022
Preparer's Name: Keith R. Ledford Jr., P.E.	Phone: 941-460-1020
Utility Address: 201 Selma Avenue	Email: <a href="mailto:Kledford@ewdfi.com">Kledford@ewdfi.com</a>
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: 1.62 MGD	
Month's Peak Daily Flow: 1.88 MG	
Sanitary Sewer Connection Information (In ERCs)	
	ERCs (MGD)
Total ERCs Permitted: 3.0 MGD	
Total ERCs Served: 20,077	Connections
Single Family: 15,395	16,521
Multi-Family: 2,745	15,385
Commercial: 1,937	310
Industrial:	826
Other:	
Calculated Total Flows: 1.6	
Remaining ERCs Available: 1.4	
Bulk Sewer Purchase Agreement Information	
Utility Purchased From: Englewood Water District	
Utility Sold To: Sandalhaven Utilities	
Maximum Purchase Amount: 300,000 GPD	
Actual Purchased Amount: 1,955,804 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: 373,259 Gallons 12 Month Estimated Amount	
Emergency Interconnect Information	
Interconnected Utility: N/A	
Amount Transferred:	
Reason for Emergency Transfer:	

**ENGLEWOOD WATER DISTRICT**  
**SEPTEMBER 30, 2022, YTD FY23 DECEMBER 2022**  
**BALANCE SHEET**

	<u>FY2022</u>	<u>YTD FY 2023</u>
<b><u>ASSETS</u></b>		
<b>Current Assets</b>		
Cash & Equivalents	\$ 3,316,997	\$ 1,580,344
Accounts Receivable	2,150,956	2,412,577
Accrued Interest Receivable	-	-
Inventory	1,559,955	1,717,332
Prepays	14,431	172,047
<b>Total Current Assets</b>	<u>7,042,338</u>	<u>5,882,300</u>
<b>Noncurrent Assets</b>		
Restricted Cash and Cash Equivalents	-	-
Restricted Assets: Investments	7,921,370	6,317,507
Investments	12,045,790	13,169,143
Connection Fees - Assessment Rec	1,434,533	1,340,661
Capital Assets (net)	<u>90,237,022</u>	<u>90,873,561</u>
<b>Total Noncurrent Assets</b>	<u>111,638,715</u>	<u>111,700,873</u>
<b>Total Assets</b>	<u>118,681,053</u>	<u>117,583,173</u>
<b>Deferred Outflow of Resources</b>		
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
<b>Total Deferred Outflow of Resources</b>	<u>1,110,288</u>	<u>1,110,288</u>
<b><u>LIABILITIES AND NET POSITION</u></b>		
<b>Current Liabilities</b>		
Accounts Payable	550,647	329,685
Accrued Liabilities	650,467	352,300
<b>Total Current Liabilities</b>	<u>1,201,114</u>	<u>681,985</u>
<b>Current Liabilities Payable from Restricted Assets</b>		
Contracts Payable	-	-
Retainage Payable	(0)	(0)
Accrued Interest	57,203	57,203
Current Portion of Bonds and Notes Payable	<u>2,423,651</u>	<u>755,862</u>
<b>Total Current Liabilities Payable from Restricted Assets</b>	<u>2,480,854</u>	<u>813,065</u>
<b>Noncurrent Liabilities</b>		
Compensated Absences	644,293	682,969
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	<u>929,852</u>	<u>929,852</u>
<b>Total Noncurrent Liabilities</b>	<u>4,785,249</u>	<u>4,823,925</u>
<b>Total Liabilities</b>	<u>8,467,217</u>	<u>6,318,975</u>
<b>Deferred Inflow of Resources</b>		
Deferred Amount on Pensions	<u>3,913,291</u>	<u>3,913,291</u>
	<u>3,913,291</u>	<u>3,913,291</u>
<b>Net Position</b>		
Net Investment in Capital Assets	86,009,853	88,314,181
Unrestricted	<u>21,400,981</u>	<u>20,147,014</u>
<b>Total Net Position</b>	<u>\$ 107,410,834</u>	<u>\$ 108,461,195</u>

**ENGLEWOOD WATER DISTRICT  
INCOME STATEMENT  
YE FY22, DECEMBER 2021, FY23 BUDGET, YTD FY23 DECEMBER 2022**

	YEAR END FY22	YTD FY22 DECEMBER 2021	FY23 APPROVED BUDGET	YTD FY23 DECEMBER 2022	Over (Under) Budget
<b>Operating Revenues</b>					
Water Services	\$ 8,567,689	\$ 2,063,231	\$ 9,080,022	\$ 2,162,534	\$ (6,917,488)
Waste Treatment	9,605,805	2,381,616	10,149,164	2,500,971	(7,648,193)
Accrued Guaranteed Revenue Fees	254,391	137,693	1,018,470	6,190	(1,012,280)
Other	329,765	115,477	330,716	61,072	(269,644)
<b>Total Operating Revenues</b>	<b>18,757,650</b>	<b>4,698,016</b>	<b>20,578,372</b>	<b>4,730,767</b>	<b>(15,847,605)</b>
<b>Operating Expenses</b>					
Water Production	3,584,458	559,033	3,997,037	716,185	(3,280,853)
Water Distribution	2,258,131	374,446	2,089,007	476,941	(1,612,066)
Waste Treatment	3,434,106	554,793	3,074,425	756,279	(2,318,147)
Waste Collection	4,835,824	637,535	3,453,436	1,743,089	(1,710,347)
Laboratory	259,921	66,107	323,798	81,370	(242,428)
General & Administrative	3,776,717	940,668	6,138,571	1,137,397	(5,001,173)
<b>Total Operating Expenses</b>	<b>18,149,157</b>	<b>3,132,582</b>	<b>19,076,274</b>	<b>4,911,260</b>	<b>(14,165,014)</b>
<b>Operating Surplus (Deficit)</b>	<b>608,493</b>	<b>1,565,435</b>	<b>1,502,098</b>	<b>(180,493)</b>	<b>(1,682,591)</b>
<b>Non-Operating Revenues (Expenses)</b>					
Interest Income	313,931	72,597	-	115,003	115,003
Net Increase (Decrease) in Fair Value of Investment	(1,007,081)	(125,643)	-	31,180	31,180
Assessment Revenue	75,150	900	-	45,332	45,332
Interest Expense	(196,515)	(105,303)	(217,015)	(70,805)	(146,210)
Other Revenues	-	-	-	538,050	538,050
Gain (loss) on Disposal of Capital Assets	34,440	2,730	-	-	-
<b>Total Non-Operating Expenses</b>	<b>(780,075)</b>	<b>(154,720)</b>	<b>(217,015)</b>	<b>658,761</b>	<b>583,356</b>
<b>Surplus (Deficit) Before Contributions</b>	<b>(171,582)</b>	<b>1,410,715</b>	<b>1,285,083</b>	<b>478,267</b>	<b>(1,099,235)</b>
<b>Capital Contributions</b>					
Cash	1,642,581	789,517	5,593,675	77,118	(5,516,557)
Non Cash	2,861,520	-	-	494,977	494,977
<b>Total Capital Contributions</b>	<b>4,504,101</b>	<b>789,517</b>	<b>5,593,675</b>	<b>572,094</b>	<b>(5,021,581)</b>
<b>Change in Net Position</b>	<b>4,332,520</b>	<b>2,200,232</b>	<b>6,878,758</b>	<b>1,050,362</b>	<b>(6,646,973)</b>
<b>Total Net Position - beginning of year, as restated</b>	<b>103,078,314</b>	<b>103,078,314</b>	<b>107,410,834</b>	<b>107,410,834</b>	
<b>Total Net Position - end of year</b>	<b>\$ 107,410,834</b>	<b>\$ 105,278,546</b>	<b>\$ 114,289,591</b>	<b>\$ 108,461,195</b>	

Englewood Water District  
Investment Report  
as of December 31, 2022

<b>RBC</b>	<b>Market Value</b>	<b>Percent of Total</b>
Certificate of Deposit	8,991,659	45.45%
Bonds- Revenue/General Obligation	-	0.00%
Government Backed Bonds	10,512,662	53.14%
Money Markets/Cash	280,452	1.42%
	<u>\$ 19,784,773</u>	<u>100.00%</u>
<b>Centennial Bank</b>		
Cash Centennial- operating acct	1,776,503	
Cash Centennial- money market	19,876	
<b>Total Cash</b>	<u>\$ 1,796,379</u>	
<b>Total Cash and Investments</b>	<b>\$ 21,581,151</b>	
<b>Prev Month Investments</b>	<b>\$ 19,677,509</b>	
<b>Prev Month - Cash - RBC</b>	<b>17,670</b>	
<b>Prev Month - Cash - Centennial</b>	<b>1,380,134</b>	
<b>Prev Month - Investments and Cash</b>	<u><u>\$ 21,075,313</u></u>	

Englewood Water District  
RBC Investment Report  
12/31/2022

Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
ISRAEL STATE	US GOVT GTD NOTE	465139PR8	252,052.25	floating	12/3/2019	1/21/1997	11/15/2024	273,000.00	249,693.99		4.96
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	249,932.50	3.020%	4.00
WELLS FARGO NATL BANK WEST	CD	949495AQ8	250,000.00	1.900%	1/7/2020	1/17/2020	1/17/2023	250,000.00	249,737.50	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	249,585.00	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	249,607.50	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	249,517.50	2.430%	5.00
CITIBANK NA	CD	17312Q3R8	261,730.58	2.750%	6/4/2019	4/2/2019	4/3/2023	258,000.00	257,089.26	2.600%	3.83
BMW BANK NORTH AMERICA	CD	05580AWK6	102,905.00	1.450%	11/19/2020	4/14/2020	4/14/2023	100,000.00	99,224.00	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	99,646.00	2.820%	3.30
CROSSFIRST BANK	CD	22766ABJ3	194,458.60	2.150%	3/3/2020	6/28/2017	6/28/2023	190,000.00	188,022.10	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	172,837.00	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	48,694.00	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	59,544.60	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	97,247.00	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	245,740.72	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	246,716.67	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	57,364.32	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	49,341.50	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	87,187.96	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	34,482.70	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	200,120.00		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	98,417.00	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	238,287.50	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	59,117.40	3.020%	3.87
MORGAN STANLEY PVT BANK	CD	61760AWH8	62,222.00	3.000%	7/2/2019	2/22/2019	2/21/2024	60,000.00	58,916.40	2.760%	4.64
BANK HAPOALIM BM N NY US	CD	06251AW30	150,442.33	3.050%	3/16/2021	3/18/2021	3/6/2024	150,297.00	137,475.80	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	72,687.24	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	73,457.25	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	244,722.50	2.670%	3.38
GE CAP BK INC RETAIL	CD	36163CMZ0	68,201.27	3.300%	3/16/2021	3/18/2021	4/4/2024	67,271.42	60,849.90	3.040%	3.05
GE CAP RETAIL BANK DRAPER UTAH	CD	36160KG82	56,153.19	3.300%	3/16/2021	3/18/2021	4/17/2024	55,447.37	50,060.07	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	238,790.00	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	75,739.51	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	29,231.40	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	137,198.60	3.020%	4.88
BANK OF NEW ENGLAND	CD	06426KBD9	115,339.50	2.600%	6/13/2019	5/23/2019	5/23/2024	114,000.00	110,880.96	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	48,961.00	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	69,501.19	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	48,919.00	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	239,552.50	1.750%	4.49
INDUSTRIAL & COML BK CHINA	CD	45581EAJ0	53,227.23	2.500%	4/29/2020	7/28/2017	7/26/2024	50,000.00	48,396.00	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	100,679.25	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	81,335.65	1.790%	3.88
STATE BANK OF INDIA	CD	8562842T0	101,577.10	3.250%	4/1/2020	10/17/2014	10/17/2024	95,000.00	92,250.70	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	235,738.88	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	81,763.92	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	70,827.75	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	66,388.00	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	183,030.00	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	229,927.60	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	221,722.98	1.470%	4.81



Englewood Water District  
RBC Investment Report  
12/31/2022

Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
INSTITUTION FOR SVGS	CD	45780PBL8	250,000.00	3.100%	5/10/2022	5/20/2022	5/20/2025	250,000.00	241,590.00	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	148,866.27	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	98,502.48	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	227,340.00	0.890%	4.95
FIRST CAROLINA BANK	CD	31944MBO0	250,000.00	0.450%	8/5/2020	8/20/2020	8/20/2025	250,000.00	224,332.50	0.450%	5.00
TEXAS EXCHANGE BANK	CD	88241TJJ0	250,000.00	0.600%	10/13/2020	10/23/2020	10/23/2025	250,000.00	222,637.50	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	221,185.00	0.550%	4.82
BMO HARRIS BK NATL ASSN	CD	05600XBY5	250,000.00	0.550%	2/11/2021	2/18/2021	2/18/2026	250,000.00	220,725.00	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	219,717.50	0.450%	5.00
TOYOTA FINL SVGS BK	CD	89235MLC3	252,795.19	0.950%	8/17/2021	7/15/2021	7/15/2026	250,000.00	220,605.00	0.950%	5.00
<b>Subtotal</b>			<b>9,095,179.47</b>	<b>88.150%</b>		<b>2,571,215.00</b>	<b>2,680,266.00</b>	<b>8,916,222.93</b>	<b>8,991,659.02</b>		
US TREASURY SECURITIES	Bonds	912828Y79	274,526.43	2.875%	8/24/2021	8/25/2021	7/31/2025	250,000.00	241,700.00	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	155,344.16		4.96
TENNESSEE VALLEY AUTH	Bonds	880591CJ9	68,156.95	6.750%	11/18/2020	11/1/1995	11/1/2025	52,000.00	55,257.80	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	381,745.40		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	387,920.00	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	1,470,465.00	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	1,351,583.75	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	447,540.00	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	239,755.00	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	487,600.00	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	492,520.00	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	481,055.00	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	494,040.00	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	548,604.00	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	460,530.40	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	660,840.05	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	978,590.00	4.122%	1.38
UNITED STATES TREASURY NOTE	Treasury note	9128283D0	485,345.89	2.250%	12/15/2022	10/31/2017	10/31/2024	500,000.00	480,490.00	4.044%	1.88
UNITED STATES TREASURY NOTE	Treasury note	91282CDH1	470,383.02	0.750%	12/15/2022	11/15/2021	11/15/2024	500,000.00	466,955.00	4.026%	1.92
UNITED STATES TREASURY NOTE	Treasury note	91282CFX4	232,551.03	4.500%	12/15/2022	11/30/2022	11/30/2024	230,000.00	230,126.50	4.005%	1.96
<b>Subtotal</b>			<b>8,190,524.14</b>					<b>8,277,000.00</b>	<b>10,512,662.06</b>		
Cash Balance									280,451.62		
<b>Subtotal Cash</b>									<b>280,451.62</b>		297.93
<b>Average % and Duration in Years</b>										<b>2.244%</b>	<b>3.72</b>

Englewood Water District  
RBC Investment Report  
12/31/2022

Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
										8,991,659.02	
										10,512,662.06	
										280,451.62	
										<u>19,784,772.70</u>	
										19,784,772.70	
										-	stmt diff