

**AGENDA**  
**REGULAR MEETING**  
**ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS**  
**201 SELMA AVENUE, ENGLEWOOD, FL 34223**  
**JUNE 8, 2023 @ 8:30 A.M.**

**Board of Supervisors:**

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

**Staff:**

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

1. PLEDGE OF ALLEGIANCE & ROLL CALL
2. ANNOUNCEMENTS – Additions or Deletions
3. SERVICE AWARDS
  - a. Customer Service Manager, Jordan Chunco – 5-years
  - b. Water Plant Operator, Justin Soloman – 5-years
  - c. Collections Maintenance Technician, John Shreve – 5-years
4. PUBLIC INPUT

To address the Board during this portion of the meeting you must fill out a Civility Agreement, state your name and address for the record and which agenda item is to be addressed. Remarks shall be limited to 4 minutes and no discussion will take place during this portion of the meeting.

**CARDS MUST BE SUBMITTED PRIOR TO THE COMMENCEMENT OF THE MEETING**

5. PRESENTATIONS
  - a. FY2023 Forecast Report and Budget Amendment Request – Lisa Hawkins & Amanda Burge
6. CONSENT SECTION
  - a. Minutes of the Regular Meeting dated May 4, 2023  
**Recommended Action:** Approve the meeting minutes.
  - b. Big W Law Invoice dated May 16, 2023  
**Recommended Action:** Approve the Attorney's Invoice in the amount of \$675.00.
  - c. Warehouse Inventory of Pit Controllers  
**Recommended Action:** To authorize the Administrator to purchase pit controllers for a total cost of \$60,450.00 for FY2024. Pit Controllers will be purchased through single source procurement from AIRVAC, Inc.
7. ACTION ITEMS
  - a. Allied Universal Security Services, LLC Agreement
  - b. WRF Plant 1 & 2 Rehab

- c. Mobile Generators
- d. Elevated Tank Additional Repairs
- 8. DISCUSSION
  - a. Customer Rules and Regulations Water Adjustment Policy
  - b. FY24 Vehicle Purchases
- 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
    - 2. Investment Statements
- 10. ATTORNEY'S REPORT – Robert H. Berntsson
- 11. OLD BUSINESS
- 12. NEW BUSINESS
- 13. PUBLIC COMMENT – ANY TOPIC
- 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 06/02/2023

**BOARD AGENDA ITEM SUMMARY**

**5a**

MEETING DATE: **June 8, 2023**

SUBJECT: **FY2023 Budget Amendment**

CATEGORY:  Consent

Discussion

Action

CONTACT PERSON: **Lisa Hawkins**

DEPT: **Finance**

ITEM: **FY2023 Budget Amendment**

PURPOSE / JUSTIFICATION: **As reported in the FY23 Forecast, the total budget variance is expected to be (\$295,327). In order to end the year within our budget, we are requesting a budget amendment in the total amount of \$347,954. This amount will increase the following expense accounts: Regular Salaries, General Insurance and Security. Explanations can be found on page 4 of the Forecast Report.**

Funding for accounts: **SEE ATTACHED**

Budget Resolution Required:  yes  no

**Amendment Requested: \$ 347,954.00**


MOTION: **To approve an amendment to the FY2023 budget in the amount of \$347,954.00.**

Prepared By: **Teresa Herzog**

Date: **May 18, 2023**

**Approvals:**

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Finance

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

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

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

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

ATTACHMENTS: **FY2023 Reforecast**

## FORECAST OVERVIEW

|  | Forecast              | Budget                 | Variance             |   |
|--|-----------------------|------------------------|----------------------|---|
| <b>Revenues</b>                          |                       |                        |                      |   |
| Base Facility Fee                        | 12,741,839            | 12,626,970             | 114,869              | 1 |
| Water Sales / Wastewater Sales           | 6,398,795             | 6,602,216              | (203,421)            | 2 |
| New Service Charges                      | 1,125,129             | 1,667,894              | (542,765)            | 3 |
| Miscellaneous Revenue                    | 884,960               | 225,627                | 659,333              | 4 |
| <b>Total Revenues</b>                    | <b>\$ 21,150,723</b>  | <b>\$ 21,122,707</b>   | <b>\$ 28,016</b>     |   |
| <b>Operating Expense</b>                 |                       |                        |                      |   |
| Personnel                                | 5,253,092             | 5,015,606              | (237,486)            |   |
| Lab Testing                              | 35,375                | 29,092                 | (6,283)              |   |
| Permits                                  | 281,333               | 264,310                | (17,023)             |   |
| Travel                                   | 13,018                | 19,845                 | 6,827                |   |
| Utilities                                | 1,549,200             | 1,630,916              | 81,716               |   |
| Insurance                                | 286,910               | 222,674                | (64,236)             |   |
| Repairs & Maintenance                    | 3,005,577             | 2,879,946              | (125,631)            |   |
| Gasoline                                 | 149,988               | 187,000                | 37,012               |   |
| Meters                                   | 349,879               | 435,175                | 85,296               |   |
| Sludge Hauling                           | 123,404               | 130,000                | 6,596                |   |
| Uniforms                                 | 36,964                | 38,300                 | 1,336                |   |
| Chemicals                                | 569,162               | 604,300                | 35,138               |   |
| Security                                 | 26,946                | -                      | (26,946)             |   |
| Disaster Recovery                        | 4,093,000             | 4,093,000              | -                    |   |
| Other Operating Charges                  | 243,722               | 237,557                | (6,165)              |   |
| Administration                           | 3,847,675             | 3,774,056              | (73,619)             |   |
| Lab                                      | 309,748               | 293,798                | (15,950)             |   |
| <b>Subtotal Operating Expense</b>        | <b>\$ 20,174,993</b>  | <b>\$ 19,855,573</b>   | <b>\$ (319,420)</b>  |   |
| <b>Other Uses</b>                        |                       |                        |                      |   |
| Principal                                | 2,423,596             | 2,423,596              | -                    |   |
| Interest                                 | 122,015               | 122,015                | -                    |   |
| Capital Outlay                           | 549,588               | 573,682                | 24,094               |   |
| Capital Improvement                      | 6,664,848             | 21,742,605             | 15,077,757           |   |
| <b>Subtotal Other Uses</b>               | <b>\$ 9,760,048</b>   | <b>\$ 24,861,898</b>   | <b>\$ 15,101,851</b> |   |
| <b>Total Expense</b>                     | <b>\$ 29,935,041</b>  | <b>\$ 44,717,471</b>   | <b>\$ 14,782,430</b> |   |
| <b>Net Surplus/(Deficit)</b>             | <b>\$ (8,784,318)</b> | <b>\$ (23,594,765)</b> | <b>\$ 14,810,447</b> |   |
| <hr/>                                    |                       |                        |                      |   |
| Beginning Unrestricted & Restricted Cash | 22,115,789            | 22,115,789             | -                    |   |
| Add Capacity Fees (restricted)           | 2,874,669             | 5,049,340              | (2,174,671)          |   |
| Add Loan/Grant Funding (restricted)      | 250,000               | 2,500,000              | (2,250,000)          |   |
| Less Deficit                             | (8,784,318)           | (23,594,765)           | 14,810,447           |   |
| <b>Ending Reserve Balance</b>            | <b>\$ 16,456,140</b>  | <b>\$ 6,070,364</b>    | <b>\$ 10,385,776</b> |   |

## Forecasted Revenue Variance Explanations

| Ref # | Account                        | Amount Changed | Explanation  |
|-------|--------------------------------|----------------|--|
| 1     | Base Facility Fee              | 114,869        | Average ERC growth was 2% higher than anticipated in the first half of FY 23.  |
| 2     | Water Sales / Wastewater Sales | (203,421)      | Underbudget mainly due to billing adjustments for Hurricane Ian relief.  |
| 3     | New Service Charges            | (542,765)      | Underbudget due to construction delays. EWD now anticipates \$646K of development fees will rollforward into FY 24. <b>The below table is a listing of these projects.</b> |
| 4     | Miscellaneous Revenue          | 659,333        | Miscellaneous income is more than expected due to unforeseen insurance proceeds for Hurricane Ian, \$671K  |

### Projects that will rollforward into FY24

|  |           |
|--|-----------|
| Beachwalk Phase 2C                     | 183,603   |
| Coco Bay (Island Lake Estates) Phase 2 | 149,728   |
| Lake Emily Phase 1                     | 123,991   |
| Lake Emily Phase 2                     | 89,928    |
| Gateway Court                          | 59,425    |
| Medical Twins Phase 1                  | 25,000    |
| Paddock Pines                          | 5,000     |
| Park Forest Phase 7B                   | 9,697     |
| Anticipated operating revenue          | 646,372   |
| Anticipated capacity fees              | 2,248,233 |

## Forecasted Expense Variance by Department

|                                    | Admin              | Lab             | Production          | Distribution       | WRF                | Collections        | Total               |
|------------------------------------|--------------------|-----------------|---------------------|--------------------|--------------------|--------------------|---------------------|
| <b>(Overbudget) / Underbudget</b>  |                    |                 |                     |                    |                    |                    |                     |
| Personnel                          | (118,170)          | (3,578)         | (129,911)           | (41,322)           | (48,902)           | (17,351)           | (359,234)           |
| Lab Testing                        | -                  | (36)            | (4,071)             | -                  | (2,212)            | -                  | (6,319)             |
| Permits                            | -                  | -               | (13,107)            | -                  | (3,916)            | -                  | (17,023)            |
| Travel                             | 4,287              | -               | 2,390               | 1,568              | -                  | 2,870              | 11,114              |
| Utilities                          | (3,103)            | (223)           | 33,188              | 8,702              | 34,191             | 5,635              | 78,390              |
| Insurance                          | (2,657)            | 29              | (19,237)            | (7,759)            | (8,992)            | (28,248)           | (66,864)            |
| Repairs & Maintenance              | 4,329              | (842)           | (17,953)            | (62,177)           | (39,392)           | (6,108)            | (122,145)           |
| Gasoline                           | 5,830              | -               | 7,550               | 7,577              | 6,087              | 15,798             | 42,841              |
| Meters                             | -                  | -               | -                   | 85,296             | -                  | -                  | 85,296              |
| Sludge Hauling                     | -                  | -               | -                   | -                  | 6,596              | -                  | 6,596               |
| Uniforms                           | 627                | 64              | 539                 | 338                | 1,454              | (995)              | 2,027               |
| Chemicals                          | -                  | -               | 18,693              | -                  | 16,445             | -                  | 35,138              |
| Security                           | -                  | -               | -                   | -                  | (26,946)           | -                  | (26,946)            |
| Disaster Recovery                  | -                  | -               | -                   | -                  | -                  | -                  | -                   |
| Other Operating Charges            | 35,239             | (11,363)        | (6,155)             | (6,012)            | 1,442              | 4,560              | 17,711              |
| Capital Outlay                     | 7,577              | 15,000          | 2,183               | (443)              | 221                | (443)              | 24,094              |
| <b>Total Budget variance</b>       | <b>\$ (66,043)</b> | <b>\$ (950)</b> | <b>\$ (125,892)</b> | <b>\$ (14,233)</b> | <b>\$ (63,925)</b> | <b>\$ (24,283)</b> | <b>\$ (295,327)</b> |
| <b>Proposed Budget Adjustments</b> |                    |                 |                     |                    |                    |                    |                     |
| Personnel                          | 76,043             | 3,578           | 129,911             | 24,233             | 46,979             | 6,035              | 286,779             |
| Security                           | -                  | -               | -                   | -                  | 26,946             | -                  | 26,946              |
| Insurance                          | -                  | -               | 5,981               | -                  | -                  | 28,248             | 34,229              |
| <b>Total Adjustments</b>           | <b>\$ 76,043</b>   | <b>\$ 3,578</b> | <b>\$ 135,892</b>   | <b>\$ 24,233</b>   | <b>\$ 73,925</b>   | <b>\$ 34,283</b>   | <b>\$ 347,954</b>   |
| <b>New Budget Variance</b>         | <b>\$ 10,000</b>   | <b>\$ 2,628</b> | <b>\$ 10,000</b>    | <b>\$ 10,000</b>   | <b>\$ 10,000</b>   | <b>\$ 10,000</b>   | <b>\$ 52,628</b>    |

## Forecasted Expense Variance Explanations

Below are variance explanations for any amounts greater than \$25,000.

| Ref # | Account               | Variance  | Explanation   |
|-------|-----------------------|-----------|---|
| 1     | Personnel             | (359,234) | Overbudget mainly due to overtime worked during months of October and November to restore district to pre hurricane operations.   |
| 2     | Utilities             | 78,390    | Underbudget due to lower energy costs than anticipated. FY23 budget assumed fuel costs would continue to rise.  |
| 3     | Insurance             | (66,864)  | Overbudget due to higher than anticipated property insurance premiums. EWD had been advised to assume a 50% increase in cost for FY24.  |
| 4     | Repairs & Maintenance | (122,145) | Distribution is overbudget due to an unanticipated need for an automatic flusher, an extensive backhoe repair, and an increase in part costs. WRF is overbudget due to welding services at Plants 1 & 2, switching to a new vendor for meter calibrations, and increased cost of parts. |
| 5     | Gasoline              | 42,841    | Underbudget due to lower fuel costs than anticipated. FY23 budget assumed fuel costs would continue to rise.  |
| 7     | Meters                | 85,296    | Budget assumed 1,200 DCMA meters would be replaced in FY23. However, the required DEP lead and copper inventory surveys took precedence resulting in fewer meter replacements.  |
| 8     | Security              | (26,946)  | Overbudget due to hiring security firm to monitor the wastewater treatment plant over 3rd shift.  |

| Account                                 | Budgeted Amount | Requested Amount | Amended Budget |
|---|-----------------|------------------|----------------|
| 500120-500-101 Regular Salaries - Admin | 1,892,670       | 76,043           | 1,968,713      |
| 500120-520-101 Regular Salaries - Lab   | 121,409         | 3,578            | 124,987        |
| 500120-530-101 Regular Salaries - Prod  | 808,536         | 129,911          | 938,447        |
| 500450-530-101 General Insurance - Prod | 23,316          | 5,981            | 29,297         |
| 500120-531-101 Regular Salaries - Dist  | 804,510         | 24,233           | 828,743        |
| 500120-540-101 Regular Salaries - WRF   | 897,104         | 46,979           | 944,083        |
| new account Security                    | -               | 26,946           | 26,946         |
| 500120-541-101 Regular Salaries - Coll  | 842,938         | 6,035            | 848,973        |
| 500450-541-101 General Insurance - Coll | 117,433         | 28,248           | 145,681        |
|   |                 | <b>347,954</b>   |                |



**BOARD AGENDA ITEM SUMMARY**

**6a**

MEETING DATE: June 8, 2023

SUBJECT: Minutes of the Regular Meeting dated; May 4, 2023

CATEGORY:  Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPARTMENT: **Administration**

ITEM: **Request Board approval of the regular meeting minutes dated May 4, 2023.**

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


MOTION: **To approve the minutes of the regular meeting dated May 4, 2023.**

Prepared By: **Teresa Herzog**

Date: **May 5, 2023**

**Approvals:**

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Finance

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

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

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

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

ATTACHMENTS: **Minutes of the regular meeting dated May 4, 2023.**

**MINUTES  
REGULAR MEETING  
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS  
201 SELMA AVENUE, ENGLEWOOD, FL 34223  
MAY 4, 2023 @ 8:30 A.M.**

**Board of Supervisors:**

Taylor Meals, Chair  
Robert C. Stern, Jr., Vice-Chair (absent)  
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 (absent)  
Teresa Herzog, Executive Assistant

1. The meeting began with the Pledge of Allegiance roll call to establish a quorum.
2. ANNOUNCEMENTS – Additions or Deletions; Addition of Action Item 7a; Elevated Tank Interior Rehab and Sand Blasting
3. SERVICE AWARDS – With gratitude, Chair Meals presented Construction Coordinator, Mark Morris with a 15-year service award.
4. PUBLIC INPUT – Tim Lacey; 242 Cedar Street – Mr. Lacey stated a leak at the property was found but the charges for the water loss straddled the second billing cycle. He requested consideration of an adjustment to the subsequent bill.

Minor discussion ensued with a decision to allow the second adjustment. Staff was tasked with revising the language of the Water Adjustment Policy for discussion at a future meeting.

Ms. Gaver moved, “to adjust the second month,” seconded by Ms. Wright.

**UNANIMOUS**

**23-05-04 A**

5. PRESENTATIONS – None
6. CONSENT SECTION –Chair Meals called for removal of any agenda items. Ms. Crampton pulled items c & d for comments. Chair Meals then called for a motion to approve the balance of the consent agenda with the exception of c & d. Ms. Crampton moved “to make a motion,” seconded by Ms. Wright.

a. Minutes of the Regular Meeting dated April 13, 2023 **23-05-04 CS A**

**Recommended Action:** Approve the meeting Minutes.

b. Big W Law Invoice dated April 25, 2023 **23-05-04 CS B**

**Recommended Action:** Approve the Attorney’s Invoice in the amount of \$1,875.00.

**UNANIMOUS**

c. WRF Security Fence and Gates Replacement – Ms. Crampton questioned if the barbed wire was necessary and if animals would be able to dig under it. Mr. Burroughs stated that we are required to keep the facility secure and we are just replacing it with the

same fence since what was there was destroyed by the Hurricane. Animals will still be able to dig under the new fence.

**Recommended Action:** Approve the amendment to the FY2023 in the amount of \$175,000 and authorize the Administrator to approve the requisition for Stewart Tennis Courts & Fencing, Inc. in the amount of \$173,553.00 piggybacking Charlotte County Contract #2022000552.

d. Lift Stations Fence and Gate Replacement

**Recommended Action:** Approve the amendment to the FY2023 in the amount of \$45,000.00 and authorize the Administrator to approve the requisition for Stewart Tennis Courts & Fencing, Inc. in the amount of \$45,998.47, piggybacking Charlotte County Contract #2022000552.

Ms. Crampton moved, “**to pass 6 c & d on the consent agenda,**” seconded by Ms. Gaver.

**UNANIMOUS**

**23-05-04 CS C**

7. ACTION ITEMS

a. Elevated Tank Interior Rehab and Sand Blasting – Mr. Burroughs introduced the item. During the repairs being made, additional interior tank corrosion has been discovered. It is staff’s recommendation to do these repairs while the tank is empty and they are here. The repair cost is \$59,000 and no additional funds will be necessary.

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

**UNANIMOUS**

**23-05-04 B**

Full motion read: To authorize the Administrator to approve the requisition from Industrial Painting Services for the elevated tank interior rehab, sand blasting and coating in the amount of \$59,000.00. Funds to come from the CIP Budget.

8. DISCUSSION – None

9. ADMINISTRATOR’S REPORT – Ray Burroughs Mr. Burroughs reported that he had met with some of our representatives in Washington DC and it was productive. We were awarded the grants we applied for, \$7M for the South WRF Electrical Upgrades and \$750K for 6 additional portable generators. An additional grant is pending.

a. WATER OPERATIONS MANAGER – Dewey Futch

Production:

1. Total send out for April 2023 was 99.66 MG/2022 was 97.26 MG.
2. Average send out was 3.32 MGD/2022 average send out was 3.33 MGD and the 2023 high was 4.0 MGD/2022 high was 3.41 MGD.
3. Rainfall for April 2023 was 5.41”/2022 was .81”.
4. This past month at the plant Utility Painting Service has begun work on the elevated tank. The materials are set up behind the storage tanks for a staging area for media blasting and painting. The operators have been doing operations as normal and daily maintenance at the plants.

### Distribution:

1. Distribution had 3 incidents to report:
    - a. On 4/1 a contractor working at Fairview Ln broke the 4" watermain, repairs were made and a boil water notice was issued to affected customers. It was rescinded on 4/3.
    - b. On 4/6 crews replaced a fire hydrant located on Placida Rd in Grove City that was damaged by a vehicle.
    - c. On 4/28 a contractor working on East Green St damaged the 2" watermain repairs were made under pressure.
  2. 54 new single-family meters were set equaling 54 ERCs.
  3. 47 radio heads were replaced.
  4. 202 customer requested turn-offs were completed.
  5. Lead line inventory is at 54.5% completion.
- b. WASTEWATER OPERATIONS MANAGER – David Larson

### WRF:

1. The average daily flow for April 2023 was 1.68 MGD about 100K less than last year with a peak flow of 2.4 MG for the month.
2. Staff is replacing the airline to Plant #3. Should be done today
3. All Steel is on site to repair Hurricane Ian damage.
4. Normal operations and maintenance are ongoing.

### Collections:

1. Crews installed one vacuum pit and also installed a 12" valve.
2. Normal operations and maintenance are ongoing.

c. TECHNICAL SUPPORT MANAGER – Keith R. Ledford Jr., P.E. Mr. Ledford began his report with an update on the building repairs currently being done. He also explained the grant funding process and how the funds will be spent for the WRF electrical upgrade project.

### CIP/In-house Projects:

1. V-1 Generator Replacement – the generator has been ordered, it is 48 weeks out.

### Developments/Projects Approved for Construction:

1. Beachwalk by Manasota Key Phase 1 – Kimley Horn has submitted the certification package for Phase 1F, that work is completed.
2. Coco Bay – vacuum testing on Phase 1 went well, no issues. Bac-Ts of the water system is next. Final certification to follow.
3. Generations at Englewood – staff received the revised plans this week, they have not yet been reviewed. Developer's agreement to follow.

### Upcoming Developments/Projects:

1. Medical Twins – Pulte has submitted the required easement for review. It will be reviewed by staff and Attorney Berntsson.
2. Unnamed project behind the bowling alley – the developer is moving forward with 100 multi-family units that will be small to medium sized units.
3. Eco's on Pine – developer is planning 134 half sized units, 750 SF or less.

d. FINANCE DIRECTOR – Lisa Hawkins

In Ms. Hawkins' absence, Accounting Manager, Amanda Burge reported.

Financial Statements:

1. March – operating revenue was \$9.998M, about \$531K more than last year. There was operating expenses of \$8.753M, about \$1.6M more than last year, due mostly to hurricane expenses, leaving an operating surplus of \$1.244M.

Investment Statements:

1. March – we had \$19.959M at RBC and at Centennial Bank we had \$3.215M for a total of \$23.174M in cash and investments. The cash balance at RBC was a negative amount again because we purchased a CD on the last day of March and it did not settle until April 5th.

Mr. Burroughs concluded the Administrator's report.

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

11. OLD BUSINESS – None

12. NEW BUSINESS

a. Revision to the Calendar Year 2023 Board Meeting Schedule – Mr. Burroughs introduced the item. Staff is recommending that the board meetings be moved from the first Thursday of the month to the second Thursday. This will allow more timely monthly staff reports.

Ms. Gaver moved, **“to make a motion,”** seconded by Ms. Wright.

**UNANIMOUS**

**23-05-04 C**

b. FY2024 Rates – a document was distributed giving the impact a 4% or 5% rate increase would have on a customer's monthly bill prior to the meeting. Staff recommended a 5% increase for budgeting purposes. Minor discussion ensued with a consensus to increase rates 5% for the upcoming FY24 budget.

13. PUBLIC COMMENT – ANY TOPIC – None

14. BOARD MEMBER COMMENTS – Ms. Crampton recommended hiring additional engineering staff to be proactive to the tremendous growth and the entire board congratulated staff for securing the grant funds.

15. ADJOURNED @ 9:17 AM

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Robert C. Stern, Jr., Vice-Chair

APPROVED

/tlh

**BOARD AGENDA ITEM SUMMARY**

**6b**

MEETING DATE: June 8, 2023

SUBJECT: The Big W Law Attorney's Invoice dated May 16, 2023

CATEGORY:  X  Consent

Discussion

Action

CONTACT PERSON : **Lisa Hawkins**

DEPARTMENT : **Finance**

ITEM: **Request Board approval for payment of the Big W Law Attorney's invoice dated May 16, 2023.**

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

FISCAL IMPACT: 500311-500-101

Budget Resolution Required:   yes  X  no

|                            |           |                  |
|----------------------------|-----------|------------------|
| Amount Budgeted            | \$        | 23,000.00        |
| Year to Date Expenditures  | \$        | (9,900.00)       |
| Total Expenditure Required | <b>\$</b> | <b>(675.00)</b>  |
| Remaining in Budget        | \$        | <u>12,425.00</u> |


**MOTION: To approve the Big W Law Attorney's invoice dated May 16, 2023 for services rendered April 16, 2023 through May 15, 2023 in the amount of \$675.00. Funds to come from water/wastewater revenues.**

Prepared By: **Teresa Herzog**

Date: **May 16, 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 May 16, 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

Statement Date: 05/16/2023  
 Statement No. 31482  
 Account No. 8.0000

Englewood, FL 34223

Received 05/16/2023  
 by: Englewood Water District  
 @ 8:25 a.m. T. Herzog

Legal Services  
 PO 55958

FOR PROFESSIONAL SERVICES RENDERED

|            |     |   | Rate   | Hours       |               |
|------------|-----|---|--------|-------------|---------------|
| 04/18/2023 | RHB | Email with Ms. Hawkins.   | 300.00 | 0.25        | 75.00         |
| 04/25/2023 | RHB | Email with Ms. Herzog.  | 300.00 | 0.25        | 75.00         |
| 04/28/2023 | RHB | Email with Ms. Herzog; Review agenda.                               | 300.00 | 0.25        | 75.00         |
| 05/02/2023 | RHB | Email with Ms. Herzog.  | 300.00 | 0.25        | 75.00         |
| 05/03/2023 | RHB | Email with Ms. Sidor; Email with Mr. Draper; Email with Ms. Herzog. | 300.00 | 0.25        | 75.00         |
| 05/04/2023 | RHB | Prepare for and attend Board of Supervisors Meeting.                | 300.00 | 1.00        | 300.00        |
|            |     | For Current Services Rendered                                       |        | <u>2.25</u> | <u>675.00</u> |

Recapitulation

| <u>Timekeeper</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|-------------------|--------------|-------------|--------------|
| Robert Berntsson  | 2.25         | \$300.00    | \$675.00     |

PREVIOUS BALANCE \$1,875.00

Total Current Work 675.00

Payments

Total Payments for 05/12/2023 -1,875.00

Balance Due \$675.00

Billing History

| <u>Fees</u> | <u>Hours</u> | <u>Expenses</u> | <u>Advances</u> | <u>Finance Charge</u> | <u>Payments</u> |
|-------------|--------------|-----------------|-----------------|-----------------------|-----------------|
| 95,937.50   | 391.51       | 0.00            | 7.80            | 0.00                  | 95,270.30       |

**BOARD AGENDA ITEM SUMMARY 6c**

MEETING DATE: June 8, 2023

SUBJECT: Warehouse Inventory of Pit Controllers

CATEGORY:  X  Consent

Discussion

Action

CONTACT PERSON: **Dave Larson**

DEPT: **Collections**

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

PURPOSE / JUSTIFICATION: **To seek Board approval for the purchase of 910001000 HP Pit Controllers which exceed the Administrator's \$35,000.00 authority. Due to the 6 to 8 month lead time, the Administrator requests the immediate purchase of the next fiscal year's supply requirements.**

FISCAL IMPACT:

Increase inventory account 141001-100-101

Budget Resolution Required: No

Expenditure Required: **\$60,450.00**

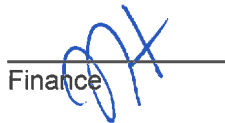
MOTION: **To authorize the Administrator to purchase pit controllers for a total cost of \$60,450.00 for FY2024. Pit Controllers will be purchased through single source procurement from AIRVAC, Inc. Funds to come from wastewater revenues.**

Prepared By: **Teresa Herzog**

Date: **May 5, 2023**

**Approvals:**

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Finance

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

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

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

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

Attachment: **Quote & Single Source Procurement Letter**



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



**Airvac**

**Sold-to address**

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

**Ship-to address**

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

| Quotation                 |                          |
|---------------------------|--------------------------|
| <b>Number/Date</b>        | 20120347 / 04/21/2023    |
| <b>Reference no./Date</b> |                          |
| <b>Sold-To</b>            | 10000335                 |
| <b>Validity period</b>    | 04/21/2023 to 05/21/2023 |
| <b>Sales person name</b>  | Southeast                |
| <b>Entered by</b>         | Becky Smith              |

**We deliver according to the following conditions:**

Currency USD

**Terms of payment:** Within 30 days without deduction

**Terms of delivery:** CIP Englewood FL

US13E

Shipping not included in quote.

Price reflects discount for this order only per GN.

| Item                 | Material Description             | Qty     | UoM | Price      | Value     |
|----------------------|----------------------------------|---------|-----|------------|-----------|
| 000010               | 910001000<br>HP CONTROLLER BOXEL | 150.000 | EA  | 403.00 USD | 60,450.00 |
| Items total          |                                  |         |     |            | 60,450.00 |
| Tax Jur Code Level 1 |                                  | 0.000   | %   | 60,450.00  | 0.00      |
| Final amount         |                                  |         |     |            | 60,450.00 |

THIS IS NOT A BILL

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



September 6, 2022

Englewood Water District  
201 Selma Avenue  
Englewood, FL 34223

Ref: Sole Source 2022

Attn, Bee Ling Wheaton,

Ms. Wheaton

a brand of  
Aqseptence Group

Vacuum Technology  
Systems

Airvac, Inc.  
4217 N. Old U.S. Highway 31  
Rochester, IN 46975

Phone +1 800 AIRVAC9  
(247-8229)

[info@airvac.com](mailto:info@airvac.com)  
[www.airvac.com](http://www.airvac.com)

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

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

Any purchase order issued will need to be directed to Airvac, Inc. at our home office at 4217 N Old U.S. 31, Rochester, IN 46975.

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

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

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

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

Sincerely,  
Airvac, Inc.

Ron White  
Project Manager

Greg Namyak  
Service Department Manager  
Ext. 3744

Jori Feldman  
Part sales  
Ext 3912

Becky Smith  
Parts sales  
Ext 3870

RW

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

# BOARD AGENDA ITEM SUMMARY

7a

MEETING DATE: June 8, 2023

SUBJECT: Allied Universal Security Services, LLC Agreement

CATEGORY:         Consent                                 Discussion                                 Action

CONTACT PERSON: **Dave Larson**

DEPT: **WRF**

ITEM: **Allied Universal Security Services, LLC Agreement**

PURPOSE / JUSTIFICATION: **The District would like to enter into an agreement with Allied Universal Security Services, LLC, to provide a security guard to cover the third shift at the WRF plant. We are understaffed at the plant as it has been very difficult to hire for this position. With a security guard for the third shift, we can concentrate on hiring experienced staff for the other shifts and can have them trained and ready when the new plant comes online. The District will utilize one unarmed security guard (one full time position for weekdays and one part time position for weekends) to cover the third shift (11:00 p.m. to 7:00 a.m.) seven days a week. The cost for the remainder of FY2023 will be \$26,946.00 and for all of FY2024 will be \$80,928.72. Procurement for these services will piggyback the State Term Contract No. 92121500-20-1 for Security Guard Services by the State of Florida Department of Management Services. Funds to come from wastewater revenues.**

Funding for accounts: To be determined

Budget Resolution Required  yes  no

Amount Requested:                \$        **26,954.00**

MOTION: **To authorize the Administrator to sign the Allied Universal Security Services, LLC agreement in the amount of \$26,946.00 for the remainder of FY2023.**

Prepared By: **Lisa Hawkins**

Date: **May 18, 2023**

Approvals:

  
Administrator

  
Finance

  
Technical Support

  
Water Operations

  
Wastewater Operations

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

ATTACHMENTS: **Allied Universal Security Services Agreement**

## AGREEMENT FOR SECURITY GUARD SERVICES

THIS AGREEMENT FOR SECURITY GUARD SERVICES, made and entered into on     June 2023 by and between the ENGLEWOOD WATER DISTRICT, a Special District in the State of Florida, hereinafter referred to as "DISTRICT," and UNIVERSAL PROTECTION SERVICE, LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC, a foreign limited liability company authorized to do business in the State of Florida, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

WHEREAS, the DISTRICT desires to obtain a CONTRACTOR able to provide security guard services for the DISTRICT'S Wastewater Reclamation Facility; and

WHEREAS, CONTRACTOR was awarded the State Term Contract No. 92121500-20-1 for Security Guard Services by the State of Florida Department of Management Services, hereinafter referred to as the State of Florida Agreement; and

WHEREAS, The DISTRICT'S Purchasing and Inventory Control Policy 18-08-02A allows for the procurement of goods and services at the same terms, conditions and pricing established in competitively solicited contract awards by other public agencies (a process commonly referred to as "piggybacking"); and

WHEREAS, the DISTRICT'S Procurement Manager has determined that CONTRACTOR'S State of Florida Agreement has been awarded through acceptable bidding procedures, is still in full force and effect, and that CONTRACTOR is ready, willing and able to provide the same goods or services to the DISTRICT for the same terms and conditions of the State of Florida Agreement; and

WHEREAS, the DISTRICT and CONTRACTOR desire to enter into this Agreement so as to set forth the terms and conditions upon which CONTRACTOR will provide unarmed security guard services for the DISTRICT'S Wastewater Reclamation Facility (WRF); and

WHEREAS, the Administrator, is authorized to administratively approve and execute this Agreement on behalf of DISTRICT.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. **Definitions:** The following terms have the meanings herein ascribed to them:

A. "Administrator" – means the Administrator of the Englewood Water District or his designee.

B. "Project Scope of Services" -- means the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services includes furnishing

one (1) Level II Unarmed Security Guard to provide security services at WRF located at 140 Telman Rd, Rotonda West, Florida. Services shall be provided for seven (7) days a week, from 11:00 p.m. to 7:00 a.m., including the DISTRICT'S recognized holidays. The DISTRICT will provide a Utility Task Vehicle (UTV) to be used in patrolling the premises. A walkthrough of the site will be conducted with the Contractor prior to commencing any work. The security guard will assist the DISTRICT on tasks as identified in the State of Florida Agreement.

2. **Project Scope of Services:** CONTRACTOR covenants to provide the Project Scope of Services for the DISTRICT. CONTRACTOR covenants that the Project Scope of Services will be completed to the satisfaction of the DISTRICT. The DISTRICT will be entitled at all times to be advised, in writing, as to the status of the work being done by CONTRACTOR and the details thereof. If CONTRACTOR cannot satisfy any of the deadlines for provision of the Project Scope of Services, then CONTRACTOR shall notify the DISTRICT in writing at least seven (7) days prior to such deadline of the reason for the delay.

3. **Payment:** The DISTRICT agrees to pay CONTRACTOR for the Project Scope of Services per the CONTRACTOR'S Quote for Services (also known as ATTACHMENT 1 – PRICING INFORMATION), based upon the rates set forth in CONTRACTOR'S State of Florida Agreement. CONTRACTOR may invoice the DISTRICT no more often than monthly for the Project Scope of Services provided during the invoice period. The fees authorized by this Section 3 include any and all reimbursable expenses and costs incurred in retaining subcontractors or any other costs incurred in performing the Project Scope of Services. No amount of compensation unless authorized by this Section 3 will be payable from the DISTRICT to the CONTRACTOR.

4. **Term:** The term of this Agreement will become effective upon complete execution by each of the parties. The initial term of this Agreement will expire at 11:59 p.m. on March 8, 2025. In no event can this Agreement be extended beyond the term of the State of Florida Agreement upon which this Agreement is piggybacked. Consequently, this Agreement cannot be extended beyond March 8, 2025 unless the State of Florida Agreement is extended beyond March 8, 2025.

5. **DISTRICT'S Designated Representative:** It is understood and agreed that the Administrator or his designee will represent the DISTRICT in all matters pertaining to and arising from the work and performance of this Agreement and these responsibilities include:

A. Examination of all reports or other documents relevant to the Project Scope of Services.

B. Transmission of instructions, receipt of information, interpretation and definition of DISTRICT policies and decisions with respect to the Project Scope of Services.

C. Giving of prompt notice to CONTRACTOR whenever the DISTRICT observes or otherwise becomes aware of any defects or changes necessary in the Project Scope of Services. All review meetings relating to the Project Scope of Services if required by the DISTRICT will be held at a location to be designated by the DISTRICT.

6. **Changes in Scope of Work:** The DISTRICT may, from time to time, request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes,

including any increase or decrease in the amount of CONTRACTOR'S compensation, will not be binding unless mutually agreed upon by and between the DISTRICT and CONTRACTOR and incorporated in written amendments to this Agreement. It is further understood that CONTRACTOR will not perform services or incur costs related to any such changes in scope without said written amendments.

7. **Indemnification:** The DISTRICT will not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by CONTRACTOR and its employees and agents of its obligations under the provisions of this Agreement. CONTRACTOR shall indemnify the DISTRICT and hold harmless the DISTRICT against all claims, liabilities, loss, injury, death or damage whatsoever arising from or in connection with any negligent act or omission of CONTRACTOR in providing the services called for in this Agreement. The DISTRICT and CONTRACTOR acknowledge that the first \$10.00 of the compensation paid CONTRACTOR for its services hereunder will be deemed specific consideration for this indemnification and CONTRACTOR shall fund the foregoing indemnification by providing the insurance coverage set forth in Paragraph 8 hereof.

8. **Insurance:**

A. CONTRACTOR, prior to signing an Agreement and before starting any work on this Agreement, shall procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance must be primary. The policies must be placed with an insurance carrier approved or licensed by the Insurance Department of the State of Florida and that meets a minimum financial A.M. Best & Company rating of no less than "A": Excellent.

(1) Worker's Compensation - CONTRACTOR will secure Worker's Compensation benefits on behalf of all employees who are to provide a service for this Agreement, as required by Florida Statutes Chapter 440.

(2) Commercial General Liability - including but not limited to bodily injury, property damage, and personal injury, with limits of not less than One Million Dollars combined single unit per occurrence, Two Million Dollars per location aggregate.

B. Additional Insured. The Englewood Water District, its elected and appointed officials, employees and agents must be listed by endorsement as additional insureds under Commercial General Liability.

C. Certificate of Insurance. CONTRACTOR shall furnish to the DISTRICT a Certificate of Insurance. The certificates of insurance must state that the DISTRICT will be notified in writing at least thirty (30) days prior to cancellation of any policies required of CONTRACTOR. No work will commence under this Agreement until the DISTRICT'S authorized representative has given written approval of the insurance certificates. Additionally, CONTRACTOR shall, throughout the entire term of this Agreement provide the DISTRICT evidence of the continuation of all policies required of CONTRACTOR by this Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the DISTRICT.

9. **CONTRACTOR'S Responsibilities:** Approval by the DISTRICT of CONTRACTOR'S work product for the Project Scope of Services will not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR for the accuracy and

competency of CONTRACTOR'S work pertaining to the Project Scope of Services. Additionally, approval by the DISTRICT of CONTRACTOR'S work product will not be deemed to be an assumption of such responsibility by the DISTRICT for any defect in the work product prepared by CONTRACTOR for the Project Scope of Services. After acceptance of the work product by the DISTRICT, CONTRACTOR agrees, prior to and during the Project Scope of Services, to perform such CONTRACTOR services, at no additional cost to the DISTRICT, as may be required by the DISTRICT to correct errors or omissions on the work prepared by CONTRACTOR pertaining to the Project Scope of Services.

10. **Ownership of Documents:** It is understood and agreed that all documents prepared or used by CONTRACTOR, including detailed reports, plans, and all other data prepared or obtained by CONTRACTOR in connection with its services hereunder will be delivered to and become the property of the DISTRICT, prior to final payment to CONTRACTOR upon completion of the Project Scope of Services. The DISTRICT shall obtain the prior written consent of CONTRACTOR for any reuse by the DISTRICT of the documents prepared by CONTRACTOR for a project not included in the Project Scope of Services of this Agreement.

11. **Work Commencement/Progress/Delays:**

A. The services to be rendered by CONTRACTOR will be commenced upon the effective date of this Agreement. CONTRACTOR covenants to complete all services necessary for the Project Scope of Services in strict compliance with the project schedule.

B. CONTRACTOR agrees to provide a schedule for performance of the contracted services, with milestones for significant elements, within fifteen (15) days of receipt of any assignment from the DISTRICT. The DISTRICT is entitled at all times to be advised, in writing, at its request, as to the status of work being done by CONTRACTOR and of the details thereof.

C. If CONTRACTOR cannot satisfy any deadline specified in the project schedule, or elsewhere, then it shall notify the DISTRICT in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event there are delays on the part of the DISTRICT or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by CONTRACTOR which delay the project schedule completion date, the DISTRICT will grant to CONTRACTOR, in writing, an extension of the Agreement time equal to the aforementioned days. The DISTRICT is solely responsible for determination of whether any extension of Agreement time should be awarded to CONTRACTOR.

12. **Termination with Default:** CONTRACTOR acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth herein, are material inducements to the DISTRICT entering into this Agreement. Should CONTRACTOR fail to perform any of the conditions, covenants and requirements on its part to be kept, the DISTRICT will give written notice thereof to CONTRACTOR specifying those acts or things which must occur in order to cure said default, including the time within which such cure must occur. CONTRACTOR will have seventy-two (72) hours measured from the date and time of receipt of the written notice within which to cure the default. Provided, however, if CONTRACTOR makes a good faith effort by taking steps to substantially cure the default, the DISTRICT may grant CONTRACTOR additional time to cure such default, as he deems warranted in his sole discretion. Should the

default remain, upon expiration of the time granted to cure the same, the DISTRICT may terminate this Agreement by written notice of termination said notice specifying the time and date of termination.

13. **Termination Without Default:** The DISTRICT has the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, the DISTRICT will be responsible to CONTRACTOR only for the fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event will the DISTRICT be responsible for lost profits of CONTRACTOR or any asserted damages which may arise out of an alleged premature termination of this Agreement. CONTRACTOR acknowledges that the thirty (30) day notice provision set forth in this Section 13 is deemed adequate additional consideration supporting this termination for convenience clause.

14. **Payment and Ownership of Documents Upon Termination:** In the event of termination of this Agreement, CONTRACTOR shall cease work and deliver to the DISTRICT all documents with regard to the Project Scope of Services and all information and files in connection with the Project Scope of Services. The DISTRICT will, upon delivery of the aforesaid documents and acceptance by the DISTRICT as satisfactory, pay to CONTRACTOR and CONTRACTOR must accept as full payment for its services hereunder a sum of money equal to the percentage of the current fee for services completed.

15. **Assignment:** CONTRACTOR cannot assign, sell or transfer any interest in this Agreement.

16. **Compliance with Applicable Law:** This Agreement will be governed by the laws of the State of Florida. CONTRACTOR covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules relating to services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive. In addition, CONTRACTOR covenants and represents that all of the services performed pursuant to this Agreement will be in full and complete compliance with any and all applicable codes, rules and regulations.

17. **Public Records:** As required by Section 119.0701, Florida Statutes, CONTRACTOR hereby specifically covenants to comply with the public records laws of the State of Florida.

CONTRACTOR specifically covenants to:

- (a) Keep and maintain public records required by the DISTRICT in order to perform the Project Scope of Services.
- (b) Upon request from the DISTRICT, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.



(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the DISTRICT.

(d) Upon completion of the Agreement, transfer, at no cost, to the DISTRICT all public records in possession of CONTRACTOR or keep and maintain public records required by the DISTRICT to perform the Project Scope of Services. If CONTRACTOR transfers all public records to the DISTRICT upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to the DISTRICT upon request from the DISTRICT in a format that is compatible with the information technology systems of the DISTRICT.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TERESA HERZOG, ADMINISTRATIVE ASSISTANT  
ENGLEWOOD WATER DISTRICT  
201 SELMA AVE  
ENGLEWOOD, FL 34223  
THERZOG@EWDFL.COM  
(941) 474-3217**

(f) CONTRACTOR acknowledges that, pursuant to Section 119.0701(3)(b), Florida Statutes, if CONTRACTOR does not comply with the DISTRICT'S request for public records, the DISTRICT shall enforce the contract provisions in accordance with the contract. CONTRACTOR acknowledges the relief available to the DISTRICT includes, but is not limited to, an action for specific performance.

18. **Employment Eligibility:** By entering into this Agreement, CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, entitled "Employment eligibility." This obligation includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Failure to comply with this Section 18 will result in termination of this Agreement. If a subcontractor knowingly violates Section 448.095, Florida Statutes, the subcontractor must be immediately terminated by CONTRACTOR. Pursuant to Section 448.095, Florida Statutes, any legal challenge to termination must be filed in the Circuit

Court of State of Florida no later than twenty (20) calendar days after the date of termination. If this Agreement is terminated because CONTRACTOR violated Section 448.095, Florida Statutes, CONTRACTOR cannot be awarded a public contract for a period of one (1) year after the date of said termination.

19. **Disclaimer of Joint Venture:** CONTRACTOR and the DISTRICT warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between the DISTRICT and CONTRACTOR. CONTRACTOR will be solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of the DISTRICT. CONTRACTOR cannot at any time or in any manner represent that it or any of its agents or employees are employees of the DISTRICT.

20. **Right of Inspection:** The DISTRICT has the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

21. **Remedies - Cumulative:** All remedies conferred to the DISTRICT are cumulative and no one exclusive of the other, or any other remedy conferred by law.

22. **Waiver:** The failure of either party to take any action with respect to any breach of any term, covenant or condition contained herein, or any instance of default hereunder by the other party, will not be deemed to be a waiver of any default or breach by either party.

23. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. All amendments to this Agreement will be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by the DISTRICT and CONTRACTOR.

24. **Attorney's Fees:** Should it be necessary for either party to bring any action against the other alleging a breach of this Agreement or seeking to enforce any of the covenants, provisions or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant hereto, including reasonable attorneys' fees to the attorney representing the prevailing party, and said obligation applies to declaratory relief, if necessary, to interpret any of the terms hereof.

25. **Public Entity Crimes:** Statement not required for this Piggyback. Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Procurement Manager of the DISTRICT, as required by Section 287.133, Florida Statutes.

26. **Notices:** Notices and other correspondence required by this Agreement must be sent by certified mail, return receipt requested, or electronic communication to the respective parties at the following addresses:

**Englewood Water District**  
201 Selma Ave  
Englewood, FL 34223  
Attn: Bee Ling Wheaton, Procurement Manager  
[bwhcaton@cnlgeewoodwater.com](mailto:bwhcaton@cnlgeewoodwater.com)

**Universal Protection Service, LLC d/b/a  
Allied Universal Security Services, LLC**  
5971 Cattleridge Blvd.  
Sarasota, Florida 34232  
Attn: Justin Dalrymple, Branch Manager  
[Justin.Dalrymple@aus.com](mailto:Justin.Dalrymple@aus.com)

27. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated in the preamble.

**FOR ENGLEWOOD WATER DISTRICT**

**FOR ALLIED UNIVERSAL SECURITY SERVICES, LLC.**

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

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

Name: Ray Burroughs

Name: Bob Wood

Title: Administrator

Title: President

ATTACHMENT 1 - PRICING INFORMATION



Quote for Services

Customer: Englewood Water District

| Description                         | HPW | Bill Rate | Estimated Weekly Cost | OT HPW | Occasional /OT/HOL Bill Rate | Estimated Annual HOL Cost |
|-------------------------------------|-----|-----------|-----------------------|--------|------------------------------|---------------------------|
| <b>REGION 9: Long Term</b>          |     |           |                       |        |                              |                           |
| Level II Unarmed Guard- Full Time   | 40  | \$26.75   | \$1,070.00            | 0.00   | \$40.13                      | \$2,889.36                |
| Level II Unarmed Guard- Part Time   | 16  | \$28.98   | \$463.68              | 0.00   | \$40.13                      |                           |
| <b>*ESTIMATED ANNUAL INVESTMENT</b> |     |           |                       |        |                              | <b>\$80,928.72</b>        |

The quote provided above is based on the Florida Department of Management Services State Term Contract No. 92121500-20-1 For Security Guard Services. The state contract term is effective 03/03/2020 and will remain in effect for five (5) years.

We look forward to continuing our partnership.

Best Regards,

Jennifer Kuchler | DMS Contract Manager | Allied Universal | 561.386.0469 | [Jennifer.Kuchler@aus.com](mailto:Jennifer.Kuchler@aus.com)

**BOARD AGENDA ITEM SUMMARY 7b**

MEETING DATE: June 8, 2023

SUBJECT: WRF Plant 1 & 2 Rehab

CATEGORY:      Consent

     Discussion

  X   Action Item

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

DEPT: **Technical Support**

ITEM: **Request Board approval for the creation of a new CIP Project, move \$1,475,000 from 625665-600-250 CIP to fund the project and approval of the proposal from Evoqua for the work.**

PURPOSE / JUSTIFICATION: **As previously mentioned, the main air header for Davco Plants 1 & 2 continues to deteriorate and is becoming harder to temporarily repair. While staff had hoped a major overhaul on these plants would not be necessary, the plants need to stay operational at least until the new WRF plant is online. Evoqua Water Technologies, LLC, the sole provider for Davco equipment and service, has provided a proposal to make all of the necessary repairs to these plants. The scope of work includes a new air header with required modifications to the existing piping, minor repairs to the clarifier, new RAS/WAS piping, and installation of additional reinforcing channel on the bulkhead walls. A more detailed scope can be found in Evoqua's Quote attached. If approved, shipment of equipment for the first plant will be within 20-22 weeks after an executed Purchase Order with shipment of equipment for the second plant to follow within 4 to 6 weeks after the first shipment. The installation of the equipment is expected to take 6 to 8 weeks with painting taking an additional 6-8 weeks for each plant. The total cost of these repairs is \$1,414,000. Procurement method is through single source procurement.**

**In addition to Evoqua's work, a new valve will need to be installed on the live forcemain in order to properly isolate these tanks. The cost for that DeJonge Excavating to cut in a new 14" valve is \$42,135 utilizing Sarasota County piggyback contract, #222316FO, expiring August 30, 2025.**

**With time being of the essence, staff is requesting that a new CIP Project be created. To fund the project, staff is requesting approval to transfer \$1,475,000 from the CIP – Reuse Improvement Design project to the new project.**

FISCAL IMPACT:

Budget Resolution Required:      yes   X   no

Funds to be Transferred: \$ 1,475,000.00

New Expenditure Required: (\$ 1,456,135.00)

Remaining in Budget: **\$18,865.00**


MOTION:

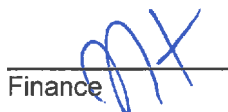
- 1) To create a new FY23 CIP Project – WRF Plant 1 & 2 Rehab (account number to be determined);
- 2) To transfer \$1,475,000 from 625665-600-250 CIP – Reuse Improvement Design to fund the new project account;
- 3) To approve the proposal from Evoqua Quote #578174-A2 dated May 16, 2023, in the amount of \$1,414,000 for the required work. Funds to come from Wastewater revenues;
- 4) To approve estimate #022529 from DeJonge Excavating Contractors, Inc. dated May 31, 2023, in the amount of \$42,135.00 for the required work. Funds to come from Wastewater revenues.

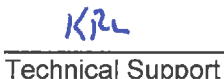
Prepared By: **Keith R. Ledford., Jr., P.E.**

Date: **May 31, 2023**

**Approvals**

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Finance

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

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

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

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

ATTACHMENTS:

**Evoqua Englewood WWTP Rehab Quote #578174-A2**

**Evoqua – Davco Single Source Letter**

**SS 2023-111 – Notice of Intent – Single Source – Evoqua Water Technologies**

**DeJonge Excavating Contractors Inc. Estimated 022529**

## ENGLEWOOD WWTP REHAB

Quotation #578174-A2 / May 16, 2023

Questions relative to this Quotation should be directed to Evoqua's area sales Representative:

Evoqua Water Technologies LLC

Charles Johnson  
1828 Metcalf Ave.  
Thomasville, Ga. 31792  
229-227-8817  
[Charles.johnson@evoqua.com](mailto:Charles.johnson@evoqua.com)



Job Name: **Englewood WWTP Rehab**

**1) SUMMARY:**

Evoqua Water Technologies, LLC proposes to deliver and install equipment/materials to repair (2) existing WWTP's. Plants to be Rehabbed are existing Davco Plants originally installed on Job # 9928. The plants are mirror-image plants with a 53.5' Clarifier Diameter and a 113' Outer Wall Diameter. This repair project is applicable to the scope of supply described in this quotation and subject to the Clarifications/Exceptions and Standard Terms of Sale and Erection stated herein.

All of the information set forth in this quotation (including drawings, designs and specifications) is confidential and/or proprietary and has been prepared solely for the recipient's use in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by the recipient, for other purposes is expressly prohibited without Evoqua's prior written consent.

**PRICE SUMMARY:**

Evoqua's price includes only the specific items detailed in this quotation. Items not specifically identified herein are to be furnished by others. Please refer to the "Excluded Items" Section 5 of this quotation for a list of items to be furnished by others.

**UNIT PRICING: TAXES NOT INCLUDED**

**ITEM & DESCRIPTION:**

(See following pages for further description)

**PRICE**

Equipment/Materials,  
Demo/Install, and Field Coating for  
(2) existing plants as described in  
Scope below

\$1,414,000

**Taxes not included**

A. Options: An order for items quoted as an extra cost option, if any, will be accepted only when included with the basic equipment order.

B. Freight: Pricing is FOB shipping point with standard freight allowed to the job site. Our price does not include any costs for unloading, transporting on the site, phased shipments or storage.

C. Quotation Validity: This quotation is valid for a period of thirty (45) days unless extended in writing by Evoqua. Due to current raw material price fluctuation, Evoqua reserves the right to re-quote the equipment proposed herein after that time.

Due to volatility in material costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 315.9 for March, 2023. If the MMPI exceeds 322.22 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 322.22.



D. Service Manuals: No Service manuals or Submittal Drawings included as equipment is largely replacement-in-kind.

Payment and Price Terms: The terms of payment are net 30 in accordance with the following milestones:

- 10% with order
- 40% on shipment of equipment or offer to ship on First Plant
- 40% on shipment of equipment or offer to ship on Second Plant
- 5% upon start-up of First Plant
- 5% upon start-up of Second Plant

Cancellation Policy: If Evoqua is issued an order and the Buyer cancels or suspends its order for any reason other than Evoqua's breach, the Buyer shall promptly pay Evoqua for work performed prior to cancellation or suspension and any other costs incurred by Evoqua as a result of such cancellation or suspension. At a minimum, cancellation after executed contract will result in a cancellation fee of 10% of the total order value.

## 2. Shipping/Schedule Information

Evoqua will furnish shop equipment and installation per the following project schedule:

- Shipment of Equipment for First Plant: Within 20 to 22 weeks after executed Purchase Order/Agreement
- Installation of Equipment for First Plant: Within 6 to 8 weeks after delivery of equipment
- Painting of Equipment in Field for First Plant: Within 6 to 8 weeks after equipment is installed
- Shipment of Equipment for Second Plant: Within 4 to 6 weeks after shipment of First Plant
- Installation of Equipment for Second Plant: Within 6 to 8 weeks upon beginning after completion of First Plant
- Painting of Equipment in Field for Second Plant: Within 6 to 8 weeks after end of Installation of Second Plant

Evoqua has provided typical standard times and shipment dates. Actual times will be provided upon receipt of a Purchase Order based upon current backlog. Evoqua will work closely with the General Contractor, Owner and/or Engineer to provide delivery dates to meet the overall project schedule as possible.

**Evoqua's prices are exclusive of any taxes unless expressly stated in this quotation. If this project is subject to sales or use tax, tariffs, import/ export fees, duties or any other government dues. The Purchaser shall be invoiced for taxes at the current rate of sales or use tax for the jobsite location, at the time of invoice issuance.**

**1) Scope for Plant #1 on Davco original job #9928**

- Furnish and install new clarifier influent pipe
- Furnish and install new skimmer support wheels
- Furnish and install new scum baffle
- Furnish and install new skimmer blade
- Furnish and install new scum trough, airlift, air supply and discharge piping to existing strainer box
- Furnish and install new effluent trough weir ears
- Furnish and install new 304SS weir plates and hardware
- Furnish and install (1) reinforcing channel on all three bulkheads
- Furnish and install (1) new trim angle on all three bulkheads
- Furnish and install new air supply from outside of 90 degree elbow at bottom of tank to peripheral air header with associated butterfly valve
- Furnish and install a blind flange to cap old bridge air inlet
- Furnish and install new equivalent RAS pump on outside of tank
- Install new drop pipe valves provide by customer
- Furnish and install new 304SS drop pipe supports
- Furnish and install new drop pipe nipples
- Clean existing diffusers
- Furnish and install new support plates for 6 mixers
- Provide and install new Hydro Ranger support
- Provide and install new carbon steel air header assembly including all new fittings/supports
- Plug holes in existing air header where diffusers and air supply lines were removed
- Relocate air bypass piping that was added to existing peripheral air header
- Furnish and install new RAS/WAS piping from valve up and over tank
- Furnish and install new hardware and gaskets for existing manways
- Provide 100 grating clips to be installed where necessary

**2) Scope for Plant #2 on Davco original job #9928**

- Scope to be exact same as Plant #1 except Evoqua to supply replacement 3" ball valves

**NOTE: There may be other items in need of repair that are not known at this time. Evoqua will give customer a quote for any additional repairs before work is to be done.**

**3) FIELD INSTALLATION:**

Evoqua proposes to furnish labor, equipment, and expendable materials to install the equipment listed above.

Customer is responsible for having tanks drained, clean and any bypassing required before Evoqua arrives on site to preform installation of Evoqua equipment being provided.

Evoqua is responsible for offloading the equipment supplied by Evoqua.

All materials and equipment being removed by Evoqua during demolition and installation to be disposed of on-site.

Evoqua is responsible for installing supplied accessories and/or equipment by normal fabrication and welding procedures.

Evoqua is responsible for providing the necessary construction equipment for work (crane, welding machines, cutting equipment, etc.).

Evoqua is not responsible for any controls, electrical conduit, and wiring work.

*There may be other items in need of repair that are not known at this time. As these items are seen, we can provide an additional quote. Also, if conditions worsen and require tank draining of #10639 to access work safely, we will work together with customer to provide a mutual solution.*

Work hours by Evoqua Water Technologies LLC at the site shall be as determined by Evoqua Water Technologies LLC. The purchaser shall not define working hours, number of work days per week or prohibit Evoqua Water Technologies LLC from working evenings, weekends, holidays, etc., when deemed to be advisable by Evoqua Water Technologies LLC General Terms and Conditions for Erection Work document is included as part of this proposal.

**4) PAINTING SCOPE (For both tanks)** Scope of Work – (2) Tank 113' Outer Wall, 56.5' Inner Wall, (3) Partition Walls, Tank is 16.5' Tall. Scope includes interior walls/bulkheads and internals only. External shell not included. – Coating System per the below:

**Coating System**

- SSPC-SP7 brush blast all areas where existing coating is tightly adhered
- SSPC-SP10 near white blast all areas where rust is present or coating is loose or failing
- Apply (2) coats of Sherwin Williams Coal Tar Epoxy @ 8 – 10 mils DFT per coat.

- Apply (2) coats of Duromar HPL 1110 to weir trough @ 15 – 20 mils DFT per coat for a total of 30 – 40 mils DFT in trough.

**Variations from Evoqua’s standard Terms and Conditions of Sale and the Clarifications/Exceptions identified above can be negotiated on an individual, as needed basis prior to award of contract. However, please note that this proposal is expressly conditioned upon: (i) acceptance by the Owner or Contractor of the Terms and Conditions of Sale and the Clarifications/Exceptions as described within this proposal, without modification or addition, or a mutually agreed upon set of commercial and technical terms; and (ii) Evoqua’s satisfactory completion of an anti-corruption due diligence review of the purchaser.**

**5) EXCLUDED ITEMS:**

Evoqua’s price includes only those items listed in this Quotation. Therefore, the items listed below will not be supplied by Evoqua:

- Draining and cleaning tanks
- Ball valves on Plant #1
- By-passing flow while each plant is being worked on
- Disposal of existing items removed from plant
- Any work outside the tank walls
- Wage rates
- Electrical of any kind
- Instrumentation of any kind
- Concrete or grout work
- Field disconnects, conduit and wiring
- Taxes & Permits
- Any other equipment or items not expressly mentioned in this proposal
- Painting of exterior of tank
- Cathodic protection or isolation of dielectric materials

\*\*\*\*\*

Quotation Submitted by Evoqua Water Technologies, LLC: \_\_\_\_\_

Signature below indicates acceptance of this quotation, including the Standard Terms of Sale attached hereto.

Accepted by Buyer:

Acknowledged by Seller: Evoqua Water Technologies, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EVOQUA WATER TECHNOLOGIES LLC****Standard Terms of Sale**

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within thirty (30) days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO™ Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services

performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

**8. Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

**9. Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

**10. Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

**11. Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

**12. Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required

to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

**13. Anti-Kickback Statute – Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

**14. Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

**15. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

**16. Miscellaneous.** These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

**Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:**

**17. Medical Devices Act and Regulatory Disclaimer.** Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.



**Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:**

18. **Rental Equipment / Services.** Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

Evoqua Water Technologies - Standard Terms of Sale for Scientific or Technical Services, rev. 7.2022

**EVOQUA WATER TECHNOLOGIES LLC****General Terms and Conditions for Erection Work**

These terms are in addition to and subject to the Sellers terms of sale.

1. **Equipment location.** Equipment location and staking, including plant orientation, influent, and effluent location, is the responsibility of the Purchaser and/or his engineer.
2. **Equipment Elevation.** The elevation of equipment above or below grade must be determined by the purchaser and/or his engineer and entered upon the approved drawings. Purchaser is responsible for establishing benchmark at site for Seller's erection crew.
3. **Site Access/Erection.** Purchaser agrees to provide a clear level work area at least 35 feet wide around the periphery of the erection site. Prior to starting erection, any obstructions in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the purchaser. The purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including 50-ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc., after erections, shall be the responsibility of the Purchaser. Seller shall be responsible for the cleanup and removal of trash, scrap materials, etc., left from Seller's erection work.
4. **Site Access.** Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70,000-75,000 pounds gross weight). Purchaser agrees to maintain site access and working area, daily if required, to allow Seller's erection crew to perform work during all weather conditions. Should Seller have to stop work and return to the site when access and/or work area permits or experience delays due to the site and site access being unsuitable for work due to Purchaser's failure to prepare and/or maintain the above, the Purchaser agrees to compensate Seller for cost incurred and agrees Seller shall be indemnified and held harmless from all loss or damages resulting from delays of job progress, that are directly or indirectly a result of the Purchaser's responsibility.
5. **Labor Relations.** Seller's erection personnel are non-union and all work will be by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by Seller, or the imposition of requirements concerning labor, working conditions, wage rates, etc., which were not clearly defined prior to Seller's acceptance of the erection job, Seller shall have the right to stop work without prejudice until such interference or condition is satisfactorily removed or resolved. If additional costs are incurred by Seller due to such conflict, the Purchaser hereby agrees to reimburse Seller for the additional costs incurred.

Evoqua is an Equal Opportunity Employer and shall comply with government regulations pertaining to fair and equal employment.

Work hours by Seller at the site shall be as determined by Seller. The Purchaser shall not define working hours or number of work days per week, nor prohibit Seller from working evenings, weekends, holidays, etc., when deemed to be advisable by Seller.

6. **Insurance.** During the period of erection of the equipment contemplated herein, Seller will maintain the following insurance:
  - (b) Workmen's Compensation and Employer's Liability.
  - (c) Occupational Disease.
  - (d) Contractual Liability.
  - (e) Public Liability Insurance, Personal Injury and Property Damage.
  - (f) Automobile Liability, Personal Injury and Property Damage.

Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.

7. **Unloading of Equipment.** Seller is responsible for unloading of equipment which is to be erected by Seller. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such

as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).

8. **Purchaser Acceptance of Erected Equipment.** When erection of the equipment nears completion Seller shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two hours' notice, an authorized agent to meet at the site with Seller's erection personnel, to inspect the erected equipment, and accept same for/or on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that Seller is responsible for installing the subject equipment. Backordered items shall be received by the Purchaser at the "Backordered Address" previously provided and stored until Seller's installation is scheduled.

9. **Preparation for Start-up of Erected Equipment.** Upon completion of erection Seller shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in Seller's materials or workmanship are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify Seller so that corrective action can be taken. Seller is responsible for providing start-up supervision as defined in this Quotation. For scheduling purposes, ten days notice of desired start-up date is required.

10. **Security and Protection of Equipment.** Purchaser is responsible for security of equipment stored on his site after delivery and prior to arrival of Seller's crews to begin erection; and for any backordered material delivered to Purchaser after departure of Seller's erection crews. Seller shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.

11. **Back-charges.** Seller will accept no back-charges, for any reason, which have not been approved in writing by an authorized manager of the company prior to any work being performed. Purchaser agrees to contact Seller and receive written authorization prior to incurring any costs related to back-charges.

12. **Licenses and Permits.** Unless specifically stated in Seller's Quotation, Seller is not responsible for licenses, permits or fees required to perform the work defined in this Quotation.

13. **Delays.** Seller shall not be liable for delays due to: (1) causes beyond its reasonable control; (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation; or (3) inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities.

In the event of any such delay; the time of performance shall be extended for a period equal to the time lost by reason of the delay.

In the event Seller is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, Seller shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

14. **Subcontract.** Seller reserves the right to subcontract any of the work to one or more subcontractors.

May 15, 2023

Englewood Water District  
201 Selma Ave  
Englewood, FL 34223

ATTN: Bee Ling Wheaton  
RE: Evoqua Water Technologies (Davco Waste Water Treatment Plant Equipment)

Mr. Wheaton,

This letter confirms that Evoqua Water Technologies LLC is the original equipment manufacturer of your Davco Waste Water Treatment Plant.

Evoqua Water Technologies LLC is the only company that can provide Englewood Water District with OEM equipment, replacement parts, retrofits, rehabs and field services for the Davco Wastewater Treatment Plant.

Contact me at 229-227-8779 if you need additional information concerning the Evoqua Water Technologies products and services.

Sincerely,



Earl Griner  
Regional Sales Representative  
Evoqua Water Technologies

Cc. Govar Katta, South East Regional, Sales Manager;



## Notice of Intent to Award a Single/Sole Source Procurement

Subject: Evoqua Water Technologies

Date: May 16, 2023

Due Date: June 5, 2023

Sole/Single Source No: SS2023-111

This is not a Request for Proposals as there is no solicitation available. The proposed action is for product or services for which the Englewood Water District intends to award with only one source in accordance with Florida State Statute 287.057(5)c. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

The Englewood Water District gives notice of its intent to execute a single/sole source procurement for OEM replacement equipment and parts, including installation to rehab the District's existing Davco WWTP #1 and #2. Evoqua Water Technologies is the only provider for Davco equipment and service.

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, email, and a statement regarding their capability of meeting or exceeding the requirements stated herein. All responses received within fifteen (15) business days after the date of publication of this notice will be reviewed by the Englewood Water District. A determination by the District not to compete this proposed action will be based on the responses to this notice and the discretion of the District.

All responses must be in writing and returned to Purchasing Department, Englewood Water District, 201 Selma Ave, Englewood, FL 34223, by fax (941) 460-1025, or email to [bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com). Please note the sole/single source number on the documentation. No verbal requests will be honored.

DeJonge Excavating Contractors Inc.

203 S. Jackson Road  
 Venice, FL 34292  
 941-485-7799

# Estimate

|           |            |
|-----------|------------|
| Date      | Estimate # |
| 5/31/2023 | 022529     |

|   |
|---|
| Name / Address  |
| Englewood Water District<br>201 Selma Avenue<br>Englewood, FL 34223 |

|         |
|---------|
| Project |
|         |

| Description   | Qty | Rate                    | Total       |
|---|-----|-------------------------|-------------|
| Furnish and Install 14" EZ Valve<br>EWD to Provide a Safe Dewatered Installation Pit.<br>Billing per SRQ T&M Contract |     |                         |             |
| 2 Estimator   | 5   | 95.00                   | 475.00      |
| 3 Foreman   | 10  | 75.00                   | 750.00      |
| 5 Expeditor   | 5   | 65.00                   | 325.00      |
| 6 Skilled Laborer   | 30  | 38.00                   | 1,140.00    |
| 7 Laborer   | 10  | 30.00                   | 300.00      |
| 16 Equipment Truck  | 10  | 40.00                   | 400.00      |
| 17 Utility Trailer  | 10  | 10.00                   | 100.00      |
| 33 Auger-pole Truck   | 10  | 75.00                   | 750.00      |
| 77 Materials Markup   |     | 3,445.00                | 3,445.00    |
| Materials   | 1   | 34,450.00               | 34,450.00   |
|   |     | <b>Subtotal</b>         | \$42,135.00 |
|   |     | <b>Sales Tax (0.0%)</b> | \$0.00      |
|   |     | <b>Total</b>            | \$42,135.00 |

BOARD AGENDA ITEM SUMMARY 7c

MEETING DATE: June 8, 2023

SUBJECT Mobile Generators

CATEGORY:        Consent

       Discussion

  X   Action Item

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

DEPT: **Technical Support**

ITEM: **Request Board approval for a budget amendment and purchase of mobile generators.**

PURPOSE / JUSTIFICATION: **As previously mentioned, EWD was awarded \$750,000.00 from the FDEP Hurricane Stormwater and Wastewater Assistance Grant Program for additional mobile generators. While the official FDEP agreement has not been executed, staff would like to proceed with the mobile generator purchase as the lead time is approximately 46-52 weeks. Additionally, EWD will be required to spend the money before applying for reimbursement.**

**Staff intends to purchase trailer mounted 125 kW Diesel Blue Star Generators, Model – VD125-02FT4MPT, utilizing Florida Sheriffs Association Bid FSA 20-EQU.18.0, expiring September 30, 2023. The price per generator is \$110,665.00. The generator cables will be purchased through another vendor but should cost roughly \$2,500.00 per generator. Staff originally only anticipated purchasing six generators but has realized that there will be additional grant money that will go unspent. For an additional \$50,000.00 from EWD funds, a seventh generator with all of the required cables could be purchased.**

**Staff is requesting that a new CIP Project be created with a budget of \$800,000.00, acknowledging that \$750,000.00 will be reimbursed through the FDEP grant.**

FISCAL IMPACT:

Budget Resolution Required:   X   yes        no

|                              |    |                     |
|------------------------------|----|---------------------|
| Budgeted Amendment:          | \$ | 800,000.00          |
| Year to Date Expenditures:   | \$ | -0-                 |
| Total Expenditures Required: | \$ | <u>(774,655.00)</u> |
| Remaining in Budget:         | \$ | <u>25,245.00</u>    |

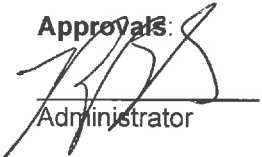
MOTION:

- 1) To create a new FY23 CIP Project – Mobile Generators with a budget of \$800,000;
- 2) To authorize the purchase of Qty (7) 125kW Blue Star Generators, Model – VD125-02FT4MPT from mid Florida Diesel for the amount of \$774,655.00, piggybacking Florida Sheriffs Association Bid FSA 20-EQU.18.0, expiring September 30, 2023. Funds to come from Wastewater revenues.

Prepared By: **Keith R. Ledford., Jr., P.E.**

Date: **June 1, 2023**

Approvals:

  
Administrator

  
Finance

  
KRL  
Technical Support

  
Water Operations

  
Wastewater Operations

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

ATTACHMENT: **Mid-Florida Diesel Quote**

# MID FLORIDA DIESEL



2215 HIGHWAY 60 EAST  
BARTOW, FL. 33830

**(863) 519-0107 FAX (863) 519-0109**

WWW.MIDFLORIDADIESEL.COM

June 1, 2023

## Proposal

For

### 125KW Trailer Mounted Generator

Florida Sheriff Association Bid FSA20.0-EQU18.0 Item #116

City of Englewood

ATTN: Darrell Walchle

(Quote #: 06012023-JA)

Mid Florida Diesel submits the following proposal for the project: Trailer Mounted 125 KW DIESEL GENERATOR

Blue Star Model: (Qty 7) – VD125-02FT4MP Trailer Mounted Generator

**GENERATOR:** 125kW, 156 kVA

**VOLTAGE:** 4-Position Voltage Selector Switch  
208,240,480 Volts Three-Phase & 120/240 Single Phase

**ENGINE:** Volvo TAD572VE Tier 4 Diesel Engine, 60 Hz, 1800 RPM

#### Standard Features Included:

Microprocessor based, digital readout control system.

Engine vitals monitored by LCD display: Oil pressure, Running time, Engine temperature, Safety shutdowns (HWT, OC, OS, OP, LWL), Battery voltage, Generator AC voltage, AC amperage, Frequency.

Additional Features: Oil drain extension, Battery with rack & cable, Battery Charger, Critical muffler, Vibration isolation pads, Water heater, Fuel solenoid valve

#### Selected Model Features Included:

130degree rise

Isochronous Governor + / - .25%

UL2200 Approved

EPA Tier III Certified

#### CONTROL PANEL: Blue Star DGC-2020 Microprocessor Based Gen-Set Controller

Mounted Facing Left from Generator End (Unless Specified Otherwise)

Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns

Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch

Optional Features Include: Generator Protection (Undervoltage, Overvoltage, Underfrequency,

Overfrequency, Overcurrent), 15 Contact Outputs, RS-485 Communications, Control Panel Battery Disconn

#### Accessories:

4-Position Voltage Selector Switch

Critical Low Fuel

Voltage Adjust Control

ATS hook-up Box



**ENCLOSURE Level 3 (Sound Attenuated Enclosure) Powder Coated 14 Gauge Steel**

Rugged and Durable 200 MPH Wind Rated Enclosure with Exhaust Hood  
Pitched Roof for Increased Structural Integrity and Improved Watershed  
Punched Intake with Baffle and Punched Exhaust Openings  
Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges  
Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)  
Formed Steel Base with Mounting and Lifting Holes  
Includes Vibration Mounts to Isolate Unit from Base Rail

**Accessories:**

200 mph Wind Load Rated  
Color: White

**COOLING SYSTEM:**

Unit Mounted Radiator

**Accessories:**

**CIRCUIT BREAKER:**

500amp, 3 phase, 3 POLE, 80% rated w/shunt trip  
Circuit Breaker - UL listed and CSA certified (Qty: 1)

**Accessories:**

Shunt Trip

**BATTERY:**

Lead Acid Battery, with rack

**BLOCK HEATER:**

1500W 120VAC Rated-20F w/ Isolation valves

**Included Accessories:**

Mounted and Wired to Terminal Strip

**VIBRATION ISOLATION:**

Vibration Pads Isolator

**BATTERY CHARGER:**

24 volt, 5 amps

**Accessories:**

Mount Battery Charger and Wire DC (1)

**MUFFLER:**

Critical Grade Muffler Mounted inside enclosure

**Included Accessories:**

**TRAILER: T14000-2**

Tandem DEXTER-type 14,000 lbs. axle  
Electric Brakes  
Storage box  
2 5/16" Ball x 30" safety chains with 3/8" hooks  
Adjustable Rear Stabilizers (2 ea.)  
Integral double wall fuel tank up to **250 gallon**.  
DOT wiring enclosed in 1/2" steel conduit  
Direct reading manual fuel gauge  
7-Pin RV Style trailer plug  
Fuel fill and vent  
225/75R15 load range E trailer rated tires on  
White spoke wheels  
Fuel pick-up and return ports  
Mechanical fuel gauge  
Low level fuel alarm  
Mounting rails- genset specific

Primed and painted semi-gloss black

Torsion Axles

**Included Accessories:**

**MISCELLANEOUS:**

Oil and Coolant Drain lines extended outside of enclosure with valves

One 50amp, 120/240vac, 1 ph, twist lock receptacle

One 30amp, 120/240vac, 1 ph, RV type receptacle

Two 20amp, 120/240vac, 1 ph, duplex receptacle

Two 20amp, 120/240vac, 1ph, duplex GFI receptacle

Each receptacle shall be protected by a individual circuit breaker

Power receptacles for jacket water heater and battery charger

2 thumb screw type connection points provided for remote auto start

Voltage Adjustment Rheostat on controller

Battery Disconnect Switch for Controller

Cam-Lock Connections for Gen Power

Camloc Connection points

Paint – White

Testing - Standard Commercial Test

1 each Service Manuals

Two (2) Year / 2000 Hour Limited Warranty

Test Acceptance Run by Factory Trained Representative

**NOTES:**

- 1. This proposal is our interpretation of your requirement and includes only the items listed. Should there be other requirements or specifications, we will re-quote accordingly.
- 2. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix unless otherwise noted in this quotation.
- 3. Factory will confirm deliver at the time of order.
- 4. CANCELLATION: Shall be subject to applicable fees but no less than 20% of the purchase price
- 5. EXCLUSIONS: Installation of any kind, Offloading of Generator, Placement of Generator on Pad, Fuel, Tank, Piping, and Insulation.
- 6. Freight/Factory Start-up included in the price.
- 7. Terms: Net -30

**Proposal Summary:**

|   |                        |
|---|------------------------|
| FSA Standard Blue Star VD150-02 FT4MPTrailer Item #116 Bid:                             | \$118,140.00           |
| FSA Credit Option-Downgrade to a 125KW (Order Code: VD125-02FT4MP Trailer):             | <u>-\$10,325.00</u>    |
| Sub-Total Price:  | <b>\$107,815.00*</b>   |
|   |                        |
| *ADDER: Item #116 Level III Aluminum Enclosure (Order Code- Trl LV III Al-40 thru 125): | \$1,800.00             |
| *ADDER: Item #116 5 Yr/3000 Hrs. Limited Warranty (Order Code- Trl-5-Comp 60-250):      | <u>\$1,050.00</u>      |
| Sub-Total Price:  | <b>\$2,850.00*</b>     |
| <b>Sub-Total Price: \$110,665.00</b>  |                        |
|   | <u>x 7 each</u>        |
| <b>Total Price: \$774,655.00</b>  |                        |
|   | Sales Tax Not Included |

Quoted prices do not include Federal, State or Local taxes which may be applicable. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.

Quotation Firm for 30 Day(s)

Delivery Notes: 46-52 Weeks

BY: Joe Antonini

Joe Antonini  
Mid Florida Diesel, Inc.

# BOARD AGENDA ITEM SUMMARY

8a

MEETING DATE REQUESTED: June 8, 2023

SUBJECT: Update to the Customer Rules and Regulations Water Adjustment Policy

CATEGORY:  Consent  Discussion  Action

CONTACT PERSON: **Ray Burroughs**

DEPT.: **Administration**

ITEM: **Update to the Customer Rules and Regulations; Section 13.4.1 Water/Wastewater Adjustment Rules**

PURPOSE / JUSTIFICATION: **The proposed change to the Customer Rules and Regulations; Section 13.4.1 (c) Water/Wastewater Adjustment Policy does not affect fees, it is a housekeeping item only.**

### 13.4 WATER/WASTEWATER ADJUSTMENT RULES

Based on circumstances, facts, and evidence available, the Administrator may authorize, at his or her sole discretion, a reduction to the usage charge portions of a customer's bill. There will be no adjustment of water or wastewater base facility charges.

**13.4.1 The Water Usage charge portion of the bill may be reduced to the first (lowest) tiered rate and an adjustment may only be granted once every twenty-four (24) months. This adjustment must be requested by the property owner.**

- a. **The usage must be at least three (3) times the annual average monthly usage, based on the last twelve (12) month consumption history. In cases where the account has been in existence for less than twelve (12) months, the existing monthly history for the parcel will be used.**
- b. **A twelve (12) month payment schedule may be approved for a balance over \$100.00.**
- c. **Two (2) consecutive adjustments may be made at the Administrator's discretion when a continuous leak spans two billing cycles. Additional documentation of the leak may be required.**

MOTION: **To accept the change to the Customer Rules and Regulations as presented.**

Prepared By: **Teresa Herzog**

Date: **May 5, 2023**

Approvals:

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Finance

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

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

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

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

ATTACHMENTS: **Section 13.4.1 Water/Wastewater Adjustment Rules**

#### 13.4 WATER/WASTEWATER ADJUSTMENT RULES

Based on circumstances, facts, and evidence available, the Administrator may authorize, at his or her sole discretion, a reduction to the Usage Charge portions of a Customer's bill. There will be no adjustment of water or wastewater Base Facility Charges.

13.4.1 The Water Usage charge portion of the bill may be reduced to the first (lowest) tiered rate and an adjustment may only be granted once every twenty-four (24) months. This adjustment must be requested by the Property Owner.

- a. The usage must be at least three (3) times the annual average monthly usage, based on the last twelve (12) month consumption history. In cases where the account has been in existence for less than twelve (12) months, the existing monthly history for the parcel will be used.
- b. A twelve (12) month payment schedule may be approved for a balance over \$100.00.
- c. **Two (2) consecutive adjustments may be made at the Administrator's discretion when a continuous leak spans two billing cycles. Additional documentation of the leak may be required.**

13.4.2 The Wastewater Usage charge portion of the bill may be reduced as follows, based on the Customer's annual average monthly usage, not including the bill in question.

- a. When metered water usage is known to have not entered the wastewater collection system (for example, when a Customer reports filling a swimming pool), the measured or estimated amount of water usage may be adjusted from the total metered water gallons for that period. There is no limitation on the number of times this adjustment may be utilized based on factual conditions.
- b. When all the conditions/limits within section 13.4.1 are met for a water usage adjustment as defined above, and it is determined or believed by the District that the excess water usage **did not enter** the wastewater collection system, the wastewater usage charge may be billed based on the Customer's annual average monthly usage.
- c. When all the conditions/limits within section 13.4.1 are met for a water usage adjustment and it is determined or believed by the District, that the excess water usage **did enter** the wastewater collection system; the wastewater usage charges may be reduced by 50%.

13.4.3 New landscape required by the County to obtain a Certificate of Occupancy or required by code enforcement will be allowed for a 90-day period to establish root systems. During the 90-day period the maximum water usage rate attributable to landscape irrigation will be that cost per 1,000 gallons associated with the 8,000 to 12,000-gallon usage range. When requesting an adjustment, the Customer must provide proof of County requirement and proof of landscape installation.

13.5 When determined by the Administrator, miscellaneous costs incurred by the District in the day-to-day administration of an individual account may be "passed-on" to the Customer, without markup, as long as the Administrator's determination is applied consistently to all Customers within the same class. Typical miscellaneous costs may include, but are not limited to, the following:

- a. The cost of obtaining a water-meter reading from another utility to allow wastewater billing by the District.
- b. Credit card associated charges incurred by the District when the Customer elects to utilize a credit card to pay the District.
- c. County document recording fees.

#### 14.0 DISCONTINUATION OF SERVICE

The District may discontinue Service for any of the following reasons:

**BOARD AGENDA ITEM SUMMARY**

**8b**

MEETING DATE: June 8, 2023

SUBJECT: FY24 Vehicle Purchases

CATEGORY:  Consent

Discussion

Action

CONTACT PERSON: **Lisa Hawkins**

DEPARTMENT: **Finance**

ITEM: **FY24 Vehicle Purchases**

PURPOSE / JUSTIFICATION: Staff will be requesting funding for the replacement of two vehicles as part of the FY2024 budget. Due to supply issues, vehicles have taken a long time to be delivered, sometimes up to 1.5 years after the orders have been placed. As discussed in a prior board meeting, the District is looking to adjust its procurement strategy and plan ahead to place vehicle orders in advance of when they will be needed. Procurement spoke with dealer Garber AutoMall to figure out timelines when orders need to be placed for 2024 models. The dealer anticipates that the ordering window will be between 6-8 weeks in July to August, similar to last year. They will not have the exact quotes until the ordering window opens up. Getting our orders placed as soon as we are able will place us close to the top of the ordering queue. At this time, the dealer is only able to provide provisional quotes based on 2023 models which are not accurate. Depending on the timeline for when the dealer is able to provide accurate quotes for 2024 models, Staff may have accurate quotes for board approval at the July meeting and if not, Staff will request for a not to exceed amount so that we are able to place the vehicle orders as soon as the window opens up. Pricing for the vehicles will be per the Florida Sheriffs Association Contract FSA22-VEL30.0, expiring September 30, 2023. A budget amendment would be needed for FY23 but the vehicles will not be received until FY24 or after. Funding for those vehicles would also be included in the FY24 budget.

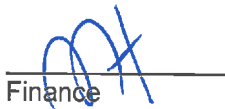
MOTION: To authorize staff to proceed with obtaining quotes for the replacement vehicles.

Prepared By: **Bee Ling Wheaton**

Date: **May 30, 2023**

Approvals:

  
Administrator

  
Finance

  
Technical Support

  
Water Operations

  
Wastewater Operations

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

ATTACHMENTS: **None**

**STATUS REPORT**  
**For Board Meeting June 8, 2023**

**New Task Orders Assigned:**

1. None

**CIP/In-house Projects:**

1. **Hurricane Building Repairs** – All Steel has replaced the doors on the MCC room and is wrapping up the WRF Maintenance building. They plan to begin roof replacement of the Warehouse on June 10, 2023. TREMCO/WTI has mobilized and has begun receiving materials for the membrane and shingle roof replacements.
2. **EBCO FM Replacement** – DeJonge Excavating is scheduled to grout the abandoned FM on June 21, 2023. This will complete the EBCO project.
3. \* **Elevated Tank Rehab** – Industrial Painting Service has begun replacing the wind rods and will be starting on the riser pipe replacement next. Staff still intends to put out a bid package for the rest of the work that needs to be completed.
4. **LS #114 Improvements – Brook to Bay** – Xylem/Flygt was on site May 17, 2023, to perform a start-up on the lift station. Staff is working on the FDEP close out project so the lift station can be placed into service. While this will complete this portion of the project, the reinstallation of the RV pads and final restoration cannot be completed until Brook to Bay is able to reconstruct their seawall/retaining wall.
5. \* **LS 121 Rehab** – Staff is gathering quotes for the rehab work and will be bringing those to the Board for approval as needed.
6. \* **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.
7. **South WRF – New Headworks/Drying Bed** – Poole & Kent is continuing with their submittals and some construction but is currently being held up by Charlotte County permitting.
8. \* **V-1 Generator Replacement** - A PO has been issued to Mid Florida Diesel on April 14, 2023, for the purchase of a new 200kW Blue Star Generator. Staff has reviewed/approved the submittals and the order has been placed.
9. **V-1 Station Rehab** – The bid package was posted on May 4, 2023. A pre-bid meeting was held on May 12, 2023, with 2 firms in attendance. Bids are due on June 21, 2023. Staff intends to bring the construction contract to the July 13, 2023, Board Meeting for approval.
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 has submitted drafts for Tech Memo 1 – Data Collection and Summary and Tech Memo 2 – Population and Flow Projections. Staff is reviewing and will be providing comments. Additionally, HDR was on site on March 31, 2023, to perform a condition assessment on both the Lime Plant and RO Plant. Their assessment will be used for making recommendations for future projects required.
12. \* **WRF Centrifuge Replacement** - A PO has been issued to Pieralisi for the purchase of a new Jumbo 3 HS. The estimated ship date from Italy is July 30, 2023.

## STATUS REPORT

### Developments/Projects Approved for Construction:

1. \* **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 executed and plans are approved for construction. No FDEP permits are required for this project.
2. **Beachwalk by Manasota Key Phase 1** – Phase 1F was approved by FDEP to be placed into service and the final connections have been completed. All utilities in Phase 1 are completed with the exception of the Raw Water. Wells 1 & 3 have successfully passed Bac-T test while Wells 2 & 4 are currently underway. Wells 1 & 2 still do not have permanent power as the FPL services were engineered incorrectly.
3. **Beachwalk by Manasota Key Phase 1 Amenity Center** – The final certification package has been accepted and we are currently waiting on FDEP in order to place the utilities into services.
4. \* **Beachwalk by Manasota Key Phase 2** – Testing has begun on the utilities in Phase 2A. We are still awaiting FDEP approval on the offsite FM. An upsizing agreement will still need to be completed but the developer wants to get started on this work ASAP.
5. \* **Boca Royale Unit 18** – The Developer's Agreement has been executed and plans are approved. FDEP permits have been received for both water and sewer.
6. \* **Boca Royale Unit 19** – The Developer's Agreement has been executed and plans are approved. FDEP permits have been received for both water. A FDEP sewer permit is not required.
7. **Coco Bay (FKA Island Lake Estates)** – The contractor, C&M Road Builders, has mobilized to the site to begin construction. The final acceptance vacuum test has been completed. The contractor is currently waiting on the meter boxes to arrive in order to complete the installation of the water utilities. Once completed, they will proceed with Bac-T testing and look to certify all utilities within Phase 1.
8. **Gateway Court** – FDEP permits for both water and sewer have now been received.
9. \* **Guardian Storage** – EWD has approved the revised plans for the bore beneath SR776. The FDOT and FDEP water permits has been received.
10. **Lake Emily** –DEME Construction has begun the land clearing and dewatering of the lake in order to perform required changes to the north shore. The installation has been set and the contractor is working on installing the sewer mains.
11. **Placida Storage** – The bore for the new fire hydrant/fire line was scheduled for June 5, 2023.
12. \* **River Road Storage** – The contractor has begun installing the utilities needed for the project.
13. \* **Sportport/Sportport 2.0** – The Developer plans to construct warehouses intended for RV storage on two parcels within Morris Industrial Park. Minor utility improvements are needed, including the installation of a fire hydrant and fire lines for both projects. Developer's Agreements have been completed and plans have been approved.
14. \* **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 executed and plans are approved for construction. No FDEP permits are required for this project.
15. \* **Suncoast Humane Society** – The Developer's Agreement has been executed, plans approved, and signed FDEP applications have been returned to KH Engineering, LLC.

## STATUS REPORT

### Developments/Projects in Plan Review:

16. **200 Artists** – The project consists of 404 multi-family units and an amenity center. Kimley-Horn submitted utility plans for the project. Staff returned comments on April 19, 2023.
17. **\* Beachwalk by Manasota Key Phase 3** – Kimley-Horn has resubmitted plans for Phase 3 of the Beachwalk project. Plans are ready to be approved but a Developer's Agreement will need to be completed first.
18. **\* Beachwalk by Manasota Key Phase 4** – Kimley-Horn submitted plans for Phase 4 of the Beachwalk project. Staff is reviewing the plans.
19. **\* Boca Royale East** – Morris Engineering has submitted Utility plans for Phase 1 of the Boca Royale East project. Staff is reviewing the plans.
20. **Generation at Englewood** – Kimley-Horn has resubmitted the utility plans. Staff has a few additional comments that still need to be corrected.
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 for requested changes.
22. **\* Sandy Lane Townhomes** – DMK has resubmitted plans for the project. A Developer's Agreement has been completed and is awaiting execution prior to approving the plans and signing the FDEP applications.

### Upcoming Developments/Projects:

23. **\* 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.
24. **\* Englewood Gardens** – Sarasota County has approved the rezone petition allowing the developer to construct 252 apartments. Kimley-Horn will be designing the utility improvements for this project.
25. **\* 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.
26. **\* FDOT – Charlotte County Line to Tangerine Woods** – Green line mark-ups have been provided to Element Engineering Group. The proposed project would convert the center turn lane into a divided raised median with direction median openings. Construction is expected to begin in 2025.
27. **\* 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.
28. **\* 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.
29. **Medical Twins** – Heidt Design is working on plans for two parcels located on Medical Blvd. Preliminary plans indicate there will be 148 single family dwellings, 150 paired villas, and an amenity center. Staff and legal reviewed the easement submitted by Pulte for access by Sarasota County through EWD property. The easement was acceptable and has been sent to Sarasota County for review.



## STATUS REPORT

30. \* **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.
31. \* **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.
32. \* **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.
33. \* **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 water main 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:  
**Folakemi Gangbo, Planner, 18400 Murdock Circle, Port Charlotte, FL 33948**  
**Phone: 941.764.4934 Email: [Folakemi.Gangbo@charlottecountyfl.gov](mailto:Folakemi.Gangbo@charlottecountyfl.gov)**

| <b>Utility Information</b>                             |                                    |             |
|--|------------------------------------|-------------|
| Utility Name: Englewood Water District                 | Month/Year Reporting: April 2023   |             |
| Preparer's Name: Keith R. Ledford, Jr., P.E.           | Phone: 941-460-1020                |             |
| Utility Address: 201 Selma Ave                         | Email: kledford@ewdf.com           |             |
| City: Englewood  | Zip code: 34223                    |             |
| <b>Permit and Treatment Plant Information</b>          |                                    |             |
| DEP Permit Number: 6580531                             |                                    |             |
| Permitted Treatment Capacity (AADF): 5.36 MGD          |                                    |             |
| Plant Peak Design Capacity: 6.86 MGD                   |                                    |             |
| <b>Monthly Flow Data (For Reported Month Only)</b>     |                                    |             |
| Month's Average Daily Flow: 3.32 MGD                   |                                    |             |
| Month's Peak Daily Flow: 4.0 MG                        |                                    |             |
| <b>Potable Water Connection Information (In ERCs)</b>  |                                    |             |
|  | ERCs (MGD)                         | Connections |
| Total ERCs Permitted:                                  | 5.36 MGD                           |             |
| Total ERCs Served:                                     | 23,054                             | 18,848      |
| Single Family:   | 17,222                             | 17,159      |
| Multi-Family:  | 3,008                              | 411         |
| Commercial:  | 2,824                              | 1,278       |
| Industrial:  |                                    |             |
| Irrigation:  |                                    |             |
| Other:   |                                    |             |
| Bulk Customer (Committed):                             | 1                                  | 1           |
| Calculated Total Flows:                                | 3.32                               |             |
| Remaining ERCs Available:                              | 2.04                               |             |
| <b>Recycled Water Connection Information (In ERCs)</b> |                                    |             |
| Total ERC Capacity                                     | 1.7 MGD                            |             |
| Total ERCs Served:                                     | 1.7 MGD                            |             |
| Industrial:  |                                    |             |
| Irrigation:  | 1.7 MGD                            |             |
| Other:   |                                    |             |
| Remaining ERCs Available:                              |                                    |             |
| <b>Bulk Water Purchase Agreement Information</b>       |                                    |             |
| Utility Purchased From:                                | Englewood Water District           |             |
| Utility Sold To:                                       | Bocilla Utilities Inc.             |             |
| Maximum Purchase Amount:                               |                                    |             |
| Actual Purchased Amount:                               | 3,728,000 Gallons                  |             |
| <b>Emergency Interconnect Information</b>              |                                    |             |
| 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:  
 Folakemi Gangbo, Planner, 18400 Murdock Circle, Port Charlotte, FL 33948  
 Phone: 941.764.4934 Email: [Folakemi.Gangbo@charlottecountyfl.gov](mailto:Folakemi.Gangbo@charlottecountyfl.gov)

| Utility Information                         |   |
|---|---|
| Utility Name: Englewood Water District      | Month/Year Reporting: April 2023                                  |
| Preparer's Name: Keith R. Ledford Jr., P.E. | Phone: 941-460-1020   |
| Utility Address: 201 Selma Avenue           | Email: <a href="mailto:Kledford@ewdfl.com">Kledford@ewdfl.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: 1.68 MGD        |  |
| Month's Peak Daily Flow: 2.41 MG            |  |

| Sanitary Sewer Connection Information (In ERCs) |            |             |
|---|------------|-------------|
|   | ERCs (MGD) | Connections |
| Total ERCs Permitted:                           | 3.0 MGD    |             |
| Total ERCs Served:                              | 20,203     | 16,638      |
| Single Family:                                  | 15,515     | 15,505      |
| Multi-Family:                                   | 2,925      | 372         |
| Commercial:                                     | 1,763      | 761         |
| Industrial:                                     |            |             |
| Other:  |            |             |
| Calculated Total Flows:                         | 1.7        |             |
| Remaining ERCs Available:                       | 1.3        |             |

| Bulk Sewer Purchase Agreement Information        |  |
|--|--|
| Utility Purchased From: Englewood Water District |  |
| Utility Sold To: Sandalhaven Utilities           |  |
| Maximum Purchase Amount: 300,000 GPD             |  |
| Actual Purchased Amount: 2,210,833 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 APRIL 2023**  
**BALANCE SHEET**

|   | <u>FY2022</u>         | <u>YTD FY 2023</u>    |
|---|-----------------------|-----------------------|
| <b>ASSETS</b>   |                       |                       |
| <b>Current Assets</b>   |                       |                       |
| Cash & Equivalents  | \$ 3,316,997          | \$ 3,929,458          |
| Accounts Receivable   | 2,150,956             | 2,500,576             |
| Accrued Interest Receivable                                     | -                     | -                     |
| Inventory   | 1,559,955             | 2,056,030             |
| Prepays   | 14,431                | 150,244               |
| <b>Total Current Assets</b>                                     | <u>7,042,338</u>      | <u>8,636,308</u>      |
| <b>Noncurrent Assets</b>  |                       |                       |
| Restricted Cash and Cash Equivalents                            | -                     | -                     |
| Restricted Assets: Investments                                  | 7,921,316             | 6,299,687             |
| Investments   | 12,045,844            | 13,686,000            |
| Connection Fees - Assessment Rec                                | 1,434,533             | 1,283,565             |
| Capital Assets (net)  | <u>90,237,022</u>     | <u>91,447,541</u>     |
| <b>Total Noncurrent Assets</b>                                  | <u>111,638,715</u>    | <u>112,716,792</u>    |
| <b>Total Assets</b>   | <u>118,681,053</u>    | <u>121,353,101</u>    |
| <b>Deferred Outflow of Resources</b>                            |                       |                       |
| Accumulated Decreases in Fair Value of Hedging Derivatives      | 41,898                | 41,898                |
| Accumulated Costs Associated with Refunding of Debt             | 82,107                | 82,107                |
| Deferred Amounts on Pensions                                    | <u>3,657,329</u>      | <u>3,657,329</u>      |
| <b>Total Deferred Outflow of Resources</b>                      | <u>3,781,334</u>      | <u>3,781,334</u>      |
| <b>LIABILITIES AND NET POSITION</b>                             |                       |                       |
| <b>Current Liabilities</b>                                      |                       |                       |
| Accounts Payable  | 550,647               | 300,443               |
| Accrued Liabilities   | 724,914               | 226,745               |
| <b>Total Current Liabilities</b>                                | <u>1,275,562</u>      | <u>527,189</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>2,423,597</u>      | <u>422,872</u>        |
| <b>Total Current Liabilities Payable from Restricted Assets</b> | <u>2,480,800</u>      | <u>480,075</u>        |
| <b>Noncurrent Liabilities</b>                                   |                       |                       |
| Compensated Absences  | 644,293               | 743,305               |
| Net OPEB Obligation   | 1,497,934             | 1,497,934             |
| Derivative Instruments - Rate Swap                              | 41,898                | 41,898                |
| Bonds and Notes Payable, Net                                    | 1,801,325             | 1,801,325             |
| Net Pension Liability   | <u>5,310,920</u>      | <u>5,310,920</u>      |
| <b>Total Noncurrent Liabilities</b>                             | <u>9,296,370</u>      | <u>9,395,382</u>      |
| <b>Total Liabilities</b>  | <u>13,052,731</u>     | <u>10,402,645</u>     |
| <b>Deferred Inflow of Resources</b>                             |                       |                       |
| Deferred Amount on Pensions                                     | 2,394,225             | 2,394,225             |
|   | <u>2,394,225</u>      | <u>2,394,225</u>      |
| <b>Net Position</b>   |                       |                       |
| Net Investment in Capital Assets                                | 86,012,101            | 89,223,345            |
| Unrestricted  | <u>21,003,331</u>     | <u>23,114,221</u>     |
| <b>Total Net Position</b>                                       | <u>\$ 107,015,431</u> | <u>\$ 112,337,565</u> |

**ENGLEWOOD WATER DISTRICT  
INCOME STATEMENT  
YE FY22, APRIL 2022, FY23 BUDGET, YTD FY23 APRIL 2023**

|  | YEAR END FY22         | YTD FY22<br>APRIL 2022 | FY23 APPROVED<br>BUDGET | YTD FY23<br>APRIL 2023 | Over (Under)<br>Budget |
|--|-----------------------|------------------------|-------------------------|------------------------|------------------------|
| <b>Operating Revenues</b>                                  |                       |                        |                         |                        |                        |
| Water Services   | \$ 8,567,689          | \$ 4,996,342           | \$ 9,080,022            | \$ 5,314,455           | \$ (3,765,567)         |
| Waste Treatment  | 9,605,805             | 5,762,667              | 10,149,164              | 6,011,614              | (4,137,550)            |
| Accrued Guaranteed Revenue Fees                            | 254,391               | 156,253                | 1,018,470               | 449,609                | (568,861)              |
| Other  | 329,765               | 196,743                | 330,716                 | 156,128                | (174,588)              |
| <b>Total Operating Revenues</b>                            | <b>18,757,650</b>     | <b>11,112,005</b>      | <b>20,578,372</b>       | <b>11,931,806</b>      | <b>(8,646,566)</b>     |
| <b>Operating Expenses</b>                                  |                       |                        |                         |                        |                        |
| Water Production   | 3,590,914             | 1,571,844              | 3,737,036               | 1,928,036              | (1,809,001)            |
| Water Distribution   | 2,263,204             | 1,113,217              | 2,107,006               | 1,084,276              | (1,022,730)            |
| Waste Treatment  | 3,515,092             | 1,410,359              | 3,476,424               | 1,901,727              | (1,574,697)            |
| Waste Collection   | 4,841,302             | 1,829,826              | 5,103,435               | 3,107,681              | (1,995,754)            |
| Laboratory   | 260,857               | 143,796                | 323,798                 | 168,073                | (155,725)              |
| General & Administrative                                   | 4,055,733             | 2,027,492              | 5,803,571               | 2,308,055              | (3,495,515)            |
| <b>Total Operating Expenses</b>                            | <b>18,527,101</b>     | <b>8,096,534</b>       | <b>20,551,270</b>       | <b>10,497,848</b>      | <b>(10,053,422)</b>    |
| <b>Operating Surplus (Deficit)</b>                         | <b>230,549</b>        | <b>3,015,471</b>       | <b>27,102</b>           | <b>1,433,958</b>       | <b>1,406,856</b>       |
| <b>Non-Operating Revenues (Expenses)</b>                   |                       |                        |                         |                        |                        |
| Interest Income  | 313,931               | 157,577                | -                       | 237,481                | 237,481                |
| Net Increase (Decrease) in Fair Value of Investment        | (1,007,081)           | (615,019)              | -                       | 157,624                | 157,624                |
| Assessment Revenue   | 75,150                | 1,649                  | -                       | 56,830                 | 56,830                 |
| Interest Expense   | (213,973)             | (189,840)              | (122,015)               | (115,271)              | (6,744)                |
| Other Revenues   | -                     | 48,493                 | -                       | 538,050                | 538,050                |
| Gain (loss) on Disposal of Capital Assets                  | 34,440                | 34,440                 | -                       | -                      | -                      |
| <b>Total Non-Operating Expenses</b>                        | <b>(797,533)</b>      | <b>(562,700)</b>       | <b>(122,015)</b>        | <b>874,714</b>         | <b>983,240</b>         |
| <b>Surplus (Deficit) Before Contributions</b>              | <b>(566,984)</b>      | <b>2,452,771</b>       | <b>(94,913)</b>         | <b>2,308,672</b>       | <b>2,390,096</b>       |
| <b>Capital Contributions</b>                               |                       |                        |                         |                        |                        |
| Cash   | 1,642,581             | 956,247                | 5,593,675               | 2,518,485              | (3,075,190)            |
| Non Cash   | 2,861,520             | -                      | -                       | 494,977                | 494,977                |
| <b>Total Capital Contributions</b>                         | <b>4,504,101</b>      | <b>956,247</b>         | <b>5,593,675</b>        | <b>3,013,462</b>       | <b>(2,580,213)</b>     |
| <b>Change in Net Position</b>                              | <b>3,937,117</b>      | <b>3,409,018</b>       | <b>5,498,762</b>        | <b>5,322,134</b>       | <b>(842,717)</b>       |
| <b>Total Net Position - beginning of year, as restated</b> | <b>103,078,314</b>    | <b>103,078,314</b>     | <b>107,015,431</b>      | <b>107,015,431</b>     |                        |
| <b>Total Net Position - end of year</b>                    | <b>\$ 107,015,431</b> | <b>\$ 106,487,332</b>  | <b>\$ 112,514,193</b>   | <b>\$ 112,337,565</b>  |                        |

Englewood Water District  
Investment Report  
as of April 30, 2023

| <b>RBC</b>                               | <b>Market Value</b>         | <b>Percent of<br/>Total</b> |
|--|-----------------------------|-----------------------------|
| Certificate of Deposit                   | 7,806,802                   | 39.01%                      |
| Bonds- Revenue/General Obligation        | -                           | 0.00%                       |
| Government Backed Bonds                  | 12,178,885                  | 60.85%                      |
| Money Markets/Cash                       | <u>28,587</u>               | <u>0.14%</u>                |
|  | <u><u>\$ 20,014,274</u></u> | <u><u>100.00%</u></u>       |
| <br>                                     |                             |                             |
| <b>Centennial Bank</b>                   |                             |                             |
| Cash Centennial- operating acct          | 1,188,796                   |                             |
| Cash Centennial- money market            | <u>2,837,692</u>            |                             |
| <b>Total Cash</b>                        | <u><u>\$ 4,026,488</u></u>  |                             |
| <br>                                     |                             |                             |
| <b>Total Cash and Investments</b>        | <b>\$ 24,040,762</b>        |                             |
| <br>                                     |                             |                             |
| <b>Prev Month Investments</b>            | <b>\$ 20,162,104</b>        |                             |
| <b>Prev Month - Cash - RBC</b>           | <b>(202,708)</b>            |                             |
| <b>Prev Month - Cash - Centennial</b>    | <b>3,214,934</b>            |                             |
| <b>Prev Month - Investments and Cash</b> | <u><u>\$ 23,174,330</u></u> |                             |

Englewood Water District

RBC Investment Report

04/30/2023

| 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 | 254,130.24           |                 | 4.96                |
| CROSSFIRST BANK                  | CD               | 22766ABJ3 | 194,458.60 | 2.150%      | 3/3/2020   | 6/28/2017  | 6/28/2023     | 190,000.00 | 189,118.40           | 2.050%          | 3.32                |
| MERRICK BANK SOUTH JOURDAN UT CD | CD               | 59013KBQ8 | 177,666.00 | 2.150%      | 8/29/2019  | 7/23/2019  | 7/24/2023     | 175,000.00 | 173,820.50           | 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  | 49,265.50            | 0.290%          | 3.00                |
| DISCOVER BANK GREENWOOD DE       | CD               | 254673TE6 | 62,162.70  | 3.250%      | 6/13/2019  | 8/22/2018  | 8/22/2023     | 60,000.00  | 59,667.60            | 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 | 98,454.00            | 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 | 246,311.12           | 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 | 247,269.45           | 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  | 57,472.78            | 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  | 49,469.00            | 3.030%          | 3.57                |
| SYNCHRONY BANK                   | CD               | 87164YTC8 | 89,961.75  | 2.600%      | 6/13/2019  | 1/12/2018  | 1/12/2024     | 89,000.00  | 87,594.69            | 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  | 34,574.05            | 2.940%          | 3.81                |
| BANK OF THE WEST                 | CD               | 06426XZP8 | 200,000.00 | floating    | 7/10/2019  | 7/30/2019  | 1/30/2024     | 200,000.00 | 199,200.00           |                 | 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 | 98,685.00            | 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 | 241,170.00           | 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  | 59,245.20            | 3.020%          | 3.87                |
| MORGAN STANLEY PVT BANK          | CD               | 61760AWH8 | 62,222.00  | 3.000%      | 7/2/2019   | 2/22/2019  | 2/21/2024     | 60,000.00  | 59,100.00            | 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 | 137,851.00           | 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  | 72,869.28            | 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  | 73,683.75            | 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 | 245,515.00           | 2.670%          | 3.38                |
| GE CAP BK INC RETAIL             | CD               | 36163CMZ0 | 68,201.27  | 3.300%      | 3/16/2021  | 3/18/2021  | 4/4/2024      | 67,271.42  | 60,998.08            | 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  | 50,170.74            | 3.040%          | 3.09                |
| ENERBANK USA                     | CD               | 29278TNY2 | 253,062.50 | 1.150%      | 5/5/2020   | 4/29/2020  | 4/29/2024     | 250,000.00 | 240,912.50           | 1.110%          | 3.99                |
| CIT BANK SALT LAKE CITY          | CD               | 17284CA61 | 81,113.06  | 3.350%      | 7/2/2019   | 4/30/2014  | 4/30/2024     | 77,000.00  | 75,863.48            | 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  | 29,334.60            | 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 | 137,498.20           | 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 | 111,297.06           | 2.410%          | 4.95                |
| GE CAP RETAIL BANK DRAPER UTAH   | CD               | 36160NT90 | 55,017.09  | 3.300%      | 3/16/2021  | 3/18/2021  | 5/30/2024     | 54,523.92  | 49,059.00            | 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  | 69,629.70            | 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  | 48,999.50            | 2.980%          | 3.28                |
| LIVE OAK BKG CO                  | CD               | 538036HN7 | 252,687.50 | 1.850%      | 1/29/2020  | 1/24/2020  | 7/24/2024     | 250,000.00 | 240,847.50           | 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  | 48,553.00            | 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 | 101,120.25           | 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  | 81,717.30            | 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  | 92,302.00            | 2.970%          | 4.55                |
| RAYMOND JAMES BANK NA            | CD               | 75472RAK7 | 248,801.54 | 1.800%      | 1/7/2020   | 11/8/2019  | 11/8/2024     | 248,000.00 | 236,676.32           | 1.700%          | 4.84                |
| STATE BANK OF INDIA              | CD               | 8562843C6 | 89,573.36  | 3.200%      | 4/1/2020   | 12/5/2014  | 12/5/2024     | 84,000.00  | 81,693.36            | 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  | 71,034.75            | 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  | 66,527.30            | 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 | 184,336.00           | 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 | 230,547.45           | 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 | 222,166.17           | 1.470%          | 4.81                |
| INSTITUTION FOR SVGS             | CD               | 45780PBL8 | 250,000.00 | 3.100%      | 5/10/2022  | 5/20/2022  | 5/20/2025     | 250,000.00 | 240,742.50           | 3.100%          | 3.00                |
| HADDON SVGS BANK                 | CD               | 404730CR2 | 164,589.25 | 0.750%      | 6/24/2020  | 5/26/2020  | 5/27/2025     | 163,000.00 | 149,482.41           | 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 | 98,926.92            | 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 | 228,247.50           | 0.890%          | 4.95                |
| FIRST CAROLINA BANK              | CD               | 31944MBB0 | 250,000.00 | 0.450%      | 8/5/2020   | 8/20/2020  | 8/20/2025     | 250,000.00 | 225,302.50           | 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 | 223,477.50           | 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 | 221,755.00           | 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 | 221,297.50           | 0.200%          | 5.00                |

Englewood Water District  
RBC Investment Report  
04/30/2023

| Security Description                        | Investment Type  | Cusip     | Cost                | Coupon Rate    | Trade Date | CD Date             | Maturity Date       | Par Value           | Current Market Value | Estimated Yield | Duration (In Years) |
|---|------------------|-----------|---------------------|----------------|------------|---------------------|---------------------|---------------------|----------------------|-----------------|---------------------|
| SUNWEST BK IRVINE CALIF                     | CD               | 86804DCR7 | 250,000.00          | 0.450%         | 2/11/2021  | 2/26/2021           | 2/26/2026           | 250,000.00          | 220,322.50           | 0.450%          | 5.00                |
| PACIFIC WESTERN BANK CA                     | CD               | 69506YYE3 | 240,000.00          | 5.250%         | 3/31/2023  | 4/5/2023            | 4/6/2026            | 240,000.00          | 241,032.00           | 5.250%          | 3.01                |
| TOYOTA FINL SVGS BK                         | CD               | 89235MLC3 | 252,795.19          | 0.950%         | 8/17/2021  | 7/15/2021           | 7/15/2026           | 250,000.00          | 220,740.00           | 0.950%          | 5.00                |
| CELTIC BK SALT LAKE CITY                    | CD               | 15118RG35 | 250,000.00          | 4.900%         | 4/18/2023  | 4/19/2023           | 4/19/2027           | 250,000.00          | 249,725.00           | 4.900%          | 4.00                |
| <b>Subtotal</b>                             |                  |           | <b>7,376,305.01</b> | <b>68.950%</b> |            | <b>2,223,051.00</b> | <b>2,320,413.00</b> | <b>7,208,222.93</b> | <b>7,806,802.15</b>  |                 |                     |
| US TREASURY SECURITIES                      | Bonds            | 912828Y79 | 274,526.43          | 2.875%         | 8/24/2021  | 8/25/2021           | 7/31/2025           | 250,000.00          | 244,042.50           | 0.408%          | 3.93                |
| TENNESSEE VALLEY AUTH STRIP GENERIC INT PMT | zero coupon bond | 88059EHQ0 | 174,293.70          | 0.000%         | 11/18/2020 | 11/3/1995           | 11/1/2025           | 178,000.00          | 160,429.62           |                 | 4.96                |
| TENNESSEE VALLEY AUTH                       | Bonds            | 880591CJ9 | 68,156.95           | 6.750%         | 11/18/2020 | 11/1/1995           | 11/1/2025           | 52,000.00           | 55,513.12            | 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          | 390,882.90           |                 | 4.46                |
| FEDERAL HOME LOAN BANK                      | Bonds            | 3130ARLC3 | 400,000.00          | 2.625%         | 3/30/2022  | 4/25/2022           | 4/25/2024           | 400,000.00          | 390,328.00           | 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        | 1,485,465.00         | 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        | 1,359,050.00         | 2.200%          | 1.61                |
| UNITED STATES TREASURY NOTE                 | Treasury note    | 91282CAT8 | 459,625.75          | 0.250%         | 5/10/2022  | 11/2/2020           | 10/31/2025          | 500,000.00          | 456,915.00           | 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          | 242,107.50           | 3.120%          | 3.45                |
| UNITED STATES TREASURY NOTE                 | Treasury note    | 912828T91 | 491,709.63          | 1.625%         | 6/10/2022  | 10/31/2016          | 10/31/2023          | 500,000.00          | 491,990.00           | 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          | 495,080.00           | 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          | 487,345.00           | 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          | 494,505.00           | 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          | 551,751.20           | 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          | 467,171.44           | 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          | 670,388.95           | 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        | 983,050.00           | 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          | 484,395.00           | 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          | 473,145.00           | 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          | 230,432.40           | 4.005%          | 1.96                |
| FEDERAL HOME LOAN BANK                      | Bonds            | 3130ATD87 | 14,954.91           | 3.850%         | 1/10/2023  | 9/30/2022           | 6/30/2023           | 15,000.00           | 14,965.80            | 4.586%          | 0.47                |
| FEDERAL HOME LOAN BANK                      | Bonds            | 3130AUNT7 | 785,730.05          | 4.850%         | 1/24/2023  | 1/30/2023           | 10/30/2023          | 785,000.00          | 534,588.05           | 4.732%          | 0.75                |
| FREDDIE MAC                                 | Bonds            | 3134GYDP4 | 501,393.67          | 5.125%         | 1/10/2023  | 1/26/2023           | 7/26/2024           | 500,000.00          | 497,470.00           | 4.552%          | 1.50                |
| FEDERAL HOME LOAN MTG CORP                  | Bonds            | 3134GYK92 | 521,046.00          | 5.375%         | 2/16/2023  | 2/28/2023           | 8/28/2024           | 520,000.00          | 517,873.20           | 5.190%          | 1.50                |
| <b>Subtotal</b>                             |                  |           | <b>8,190,524.14</b> |                |            |                     |                     | <b>8,277,000.00</b> | <b>12,178,884.68</b> |                 |                     |
| Cash Balance                                |                  |           |                     |                |            |                     |                     |                     | 28,587.35            |                 |                     |
| <b>Subtotal Cash</b>                        |                  |           |                     |                |            |                     |                     |                     | <b>28,587.35</b>     |                 | <b>279.61</b>       |
| <b>Average % and Duration in Years</b>      |                  |           |                     |                |            |                     |                     |                     |                      | <b>2.142%</b>   | <b>3.44</b>         |



