

AGENDA
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
DECEMBER 14, 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 Representative II, E’Lin Quegan – 5-years
 - b. Collections Maintenance Technician, Tyler Brady – 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. PRELIMINARY ELECTION OF 2024 OFFICERS
6. CONSENT SECTION
 - a. Minutes of the Regular Meeting dated November 9, 2023
Recommended Action: Approve the meeting minutes.
 - b. Big W Law Invoice dated December 1, 2023.
Recommended Action: Approve the attorney’s invoice in the amount of \$1,425.00
 - c. Ratification of the Notice of Emergency Repair – Reuse Force Main Memo
Recommended Action: Ratify the Notice of Emergency Repair – Reuse Force Main Memo in the Amount of \$57,497.60.
7. ACTION ITEMS
 - a. Raftelis Financial Consultants, Inc. Rate Study Proposal
 - b. Carry Over of Funds From FY23 to FY24 – V2/V3 Drywall Replacement
 - c. Wellen Park Sale & Purchase Agreement
8. DISCUSSION
 - a. Calendar Year 2024 Meeting Schedule
 - b. Supervisor’s Voting Districts

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. November Financial Statements
 2. November Investment Statements

10. ATTORNEY'S REPORT – Robert H. Berntsson

11. OLD BUSINESS

12. NEW BUSINESS

13. PUBLIC COMMENT – ANY TOPIC

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

14. BOARD MEMBER COMMENTS

15. ADJOURN

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

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

Posted 12/08/2023

BOARD AGENDA ITEM SUMMARY

6a

MEETING DATE: December 14, 2023

SUBJECT: Minutes of the Regular Meeting dated; November 9, 2023

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPARTMENT: **Administration**

ITEM: **Request Board approval of the regular meeting minutes dated November 9, 2023.**

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

MOTION: **To approve the minutes of the regular meeting dated November 9, 2023.**

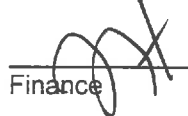
Prepared By: **Teresa Herzog**

Date: **November 28, 2023**

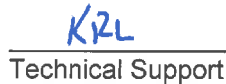
Approvals:



Administrator



Finance



Technical Support

Water Operations



Wastewater Operations

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

ATTACHMENTS: **Minutes of the regular meeting dated November 9, 2023.**

MINUTES
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
NOVEMBER 9, 2023 @ 8:30 A.M.

Board of Supervisors:

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

Staff:

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

1. The meeting began with the Pledge of Allegiance and roll call to establish a quorum.
2. ANNOUNCEMENTS – Additions or Deletions – action item 7b Budget Amendment for Replacement of WTP Fence was added.
3. SERVICE AWARDS – With gratitude, Chair Meals presented the following awards.
 - a. Collections Maintenance Technician, Mitchell Wallace 10-years
 - b. Laboratory Supervisor, Sam Blumenstein 5-years
4. PUBLIC INPUT – None
5. PRESENTATIONS – None
6. CONSENT SECTION – Chair Meals called for removal or comment on either item. Mr. Stern moved, **“to approve the Consent Agenda as presented,”** seconded by Ms. Crampton.
 - a. Minutes of the Regular Meeting dated October 12, 2023 **23-11-09 CS A**
Recommended Action: Approve the meeting minutes.
 - b. Big W Law Invoice dated November 1, 2023. **23-11-09 CS B**
Recommended Action: Approve the attorney’s invoice in the amount of \$1,050.00.

UNANIMOUS

7. ACTION ITEMS

a. Amendment to Resolution Numbers 23-10-12 F & 23-10-12 G – Mr. Burroughs introduced the item. In Board Resolution Number 23-10-12 F (Carry over of Funds from FY23 to FY24 Hurricane Ian Related) and Resolution Number 23-10-12 G (Carry over of Funds from FY23 to FY24 WTP Motors & Repairs) an over-sight occurred in the motion for both items. Verbage for both motions should have included “To approve a budget amendment in the amount of \$ 290,178.16 and \$86,868.00.” respectively. This agenda item corrects the oversight with no additional funds being requested, just a transfer of funds from FY23 to FY24.

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

UNANIMOUS

23-11-09 A

Full motion read: To approve a total budget amendment in the amount of \$377,046.16 for carry-over items from the FY23 budget, Resolution Number 23-10-12 F and Resolution Number 23-10-12 G, as approved at the October 12, 2023 Board meeting.

b. Budget Amendment for Replacement of WTP fence – Mr. Burroughs introduced the item. A bid was received from Stewart Fencing for \$174,277.86 to replace the fencing for the Water Treatment Plant. A large portion of the fence is down and by statute, we need to keep the plant secure. We are asking for a budget amendment of this amount, however, once completed it will be submitted to our insurance company.

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

UNANIMOUS

23-11-09 B

- 8. DISCUSSION – None
- 9. ADMINISTRATOR’S REPORT – Ray Burroughs
 - a. WATER OPERATIONS MANAGER – Dewey Futch

Production:

- 1. Total send out for October 2023 was 86.37 MG/2022 was 82.70 MG.
- 2. Average send out was 2.78 MGD/2022 was 2.66 MGD and the 2023 high was 3.4 MGD/2022 high was 3.6 MGD.
- 3. Rainfall for October 2023 was 4.37”/2022 was .89”.
- 4. Innovative Contractors was onsite working on the #1 filter drain at the lime plant. They repaired a leak in the wall and all went well with that project.
- 5. Hudson Pump was onsite and installed the new raw water pump at the lime plant for the #1 treater.
- 6. Operators at the plant have been doing general maintenance and daily operations as usual.

Distribution:

- 1. Distribution had 1 incident to report:
 - a. 10-10-23 a 4” water main broke on Edwards St and a boil water notice was issued to affected customers it was rescinded on 10-14-23.
- 2. New meter sets were 24 single family; 24 ERCs.
- 3. 92 radio read heads were replaced.
- 4. 232 customer requested turn-ons were completed.

- b. WASTEWATER OPERATIONS MANAGER – David Larson

WRF:

- 1. The average daily flow for October 2023 was 1.63 MGD with a peak flow of 2.43 MG.
- 2. Staff worked with Poole & Kent moving an 8” forcemain and installing the tie in on the 16” main. This is associated with the new headworks project.
- 3. Normal operations and maintenance are ongoing.

Collections:

1. Crews replaced 1 vacuum pit bottom and continue to repair service lines damaged by the fiber optic installation.
2. Crews worked on the tie-ins at the plant.
3. Work has begun on the rehab for the Holiday Ventures Lift Station, completion is expected by Thanksgiving.
4. Normal operations and maintenance are ongoing.

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

CIP/In-house Projects:

1. North WRF Phase 1 – the Facilities Plan has been submitted to DEP which included Ms. Crampton’s correction of adding the Manasota Beach Club as a historical sight.

Developments/Projects Approved for Construction

1. Beachwalk by Manasota Key Phase 2 – installation of the off-sight forcemain is approximately 50% completed.
2. Coco Bay (Island Lake Estates) – the final water main connection is scheduled for next Tuesday.

Developments/Projects in Plan Review:

1. Englewood Apartments – was formally known as Englewood Gardens Apartments.
2. Medical Twins – plan comments have been submitted back to Heidt Design.

d. FINANCE DIRECTOR – Lisa Hawkins

Financial Statements:

1. October – operating revenues were \$1.755M, down from last October due to the extra water being used during the hurricane, then adjustments were done so it will all even out. There were operating expenses of \$1.349M about \$158K less than last year leaving us with an operating surplus of \$405,940.

Investment Statements:

1. October – we had \$20.400M invested at RBC and \$1.290M at Centennial Bank.

Other:

1. The Auditors are here doing field week this week and next.

Before concluding the Administrator’s report, Mr. Burroughs added that the agreement for the sale of the property for the North Wastewater Plant should be presented to the Board soon for execution by the Chair. The amount of acreage has been modified to include the scrub jay acreage as well.

Minor discussion ensued to include the total acreage, ponds on the property, creating as large a buffer as possible and saving as many trees as possible. Mr. Ledford added that it appears the buyers of the vacant property next to Vacuum Station 4 have backed out.

There may be a slight title issue that will be reviewed by Attorney Berntsson when the information is received.

Mr. Burroughs then concluded the Administrator's report.

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

11. OLD BUSINESS – None

12. NEW BUSINESS

a. Chair Meals reminded the Board that the preliminary election of the Chair and Vice-Chair will take place at the next meeting. He recommended avoiding having the same Chair year after year so everyone has a rotation and opportunity to work with staff as the Chair.

13. PUBLIC COMMENT – ANY TOPIC – None

14. BOARD MEMBER COMMENTS

a. Ms. Crampton questioned the dry condition of the wetlands and the need to monitor them for saltwater intrusion.

15. ADJOURNED @ 8:54

Robert C. Stern, Jr., Vice-Chair

APPROVED

/tlh

BOARD AGENDA ITEM SUMMARY

6b

MEETING DATE: December 14, 2023

SUBJECT: The Big W Law Attorney's Invoice dated December 1, 2023

CATEGORY: Consent

Discussion

Action

CONTACT PERSON : **Lisa Hawkins**

DEPARTMENT : **Finance**

ITEM: **Request Board approval for payment of the Big W Law Attorney's invoice dated December 1, 2023.**

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

FISCAL IMPACT: 500311-500-101

Budget Resolution Required: yes no

Amount Budgeted	\$	23,000.00
Year to Date Expenditures	\$	(1,050.00)
Total Expenditure Required	<u>\$</u>	<u>(1,425.00)</u>
Remaining in Budget	<u>\$</u>	<u>20,525.00</u>

MOTION: **To approve the Big W Law Attorney's invoice dated December 1, 2023 for services rendered November 1, 2023 through November 30, 2023 in the amount of \$1,425.00. Funds to come from water/wastewater revenues.**


Prepared By: **Teresa Herzog**

Date: **December 5, 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 December 1, 2023.**



WIDEIKIS, BENEDICT & BERNTSSON, LLC

THE BIG W LAW FIRM

3195 S. Access Road, Englewood, Florida 34224

941-627-1000

Englewood Water District
 therzog@englewoodwater.com
 201 Selma Avenue

Received 12/05/2023
 by: Englewood Water District
 @ 7:37 a.m. T. Herzog

Statement Date: 12/01/2023
 Statement No. 32867
 Account No. 8.0000

Englewood, FL 34223

Legal Services
 PO 57496

FOR PROFESSIONAL SERVICES RENDERED

			Rate	Hours	
11/01/2023	RHB	Email with Mr. ledford; Attorney conference; Review Notice of Commencement.	300.00	0.50	150.00
11/03/2023	RHB	Email with Ms. Herzog; Review agenda; Telephone conference with Ms. Herzog.	300.00	0.25	75.00
11/07/2023	RHB	Email with Mr. Ledford; Review Legend agreement for termination clause.	300.00	0.50	150.00
11/08/2023	RHB	Email with Ms. Herzog; Telephone conference with Ms. Herzog; Email with Mr. Benedict.	300.00	0.25	75.00
11/09/2023	RHB	Prepare for and attend Board of Supervisors Meeting; Email with Mr. Benedict; Email with Mr. Burroughs.	300.00	1.00	300.00
11/21/2023	RHB	Email with Ms. Herzog; Review GIS.	300.00	0.25	75.00
11/22/2023	RHB	Email with Ms. Herzog; Review Enabling act, Districting resolutions.	300.00	0.50	150.00
11/28/2023	RHB	Email with Mr. Dias; Telephone conference with Ms. Herzog, et al.; Email with Ms. Herzog; Email with Mr. Benedict; Email with Ms. Krusch.	300.00	0.50	150.00
11/29/2023	RHB	Email with Mr. Benedict; Email with Ms. Herzog; Prepare Audit response letter.	300.00	1.00	300.00
		For Current Services Rendered		4.75	1,425.00

Timekeeper	Recapitulation	Hours	Rate	Total
Robert Berntsson		4.75	\$300.00	\$1,425.00

PREVIOUS BALANCE \$1,050.00

Englewood Water District
Account No. 8.0000
RE: Legal Services

Statement Date: 12/01/2023
Statement No. 32867

Total Current Work 1,425.00

Payments

Total Payments for 11/16/2023 -1,050.00

Balance Due \$1,425.00

Billing History

<u>Fees</u>	<u>Hours</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
102,762.50	414.26	0.00	7.80	0.00	101,345.30

BOARD AGENDA ITEM SUMMARY 6c

MEETING DATE: **December 14, 2023**

SUBJECT: **Ratification of the Notice of Emergency Repair – Reuse Force Main Memo**

CATEGORY: Consent Discussion Action

CONTACT PERSON: **Dave Larson** DEPT: **Wastewater Operations Manager**

ITEM: **Ratification of the Notice of Emergency Repair – Reuse Force Main Memo.**

PURPOSE / JUSTIFICATION: **On November 22, 2023, a break on the reuse force main was discovered along San Casa Drive at the rear entrance of Oyster Creek. Most of the reuse system was shut down due to this break and could not be reinitiated until the repair was completed. Staff recommended that we utilize DeJonge Excavating Contractors Inc. to perform this work and a quote in the amount of \$57,497.60 was received.**

The District currently has a piggyback with DeJonge Excavating Contractors, Inc. utilizing Sarasota County's Contract #22316FO and pricing for this emergency requisition was in accordance with the piggyback contract. The cost for this project exceeded the Administrator's \$35,000.00 approval threshold. In Chair Meals' absence, Vice-Chair Stern executed the Notice of Emergency Repair on November 29, 2023.

FISCAL IMPACT: 500471-540-101

Budget Resolution Required: yes no

Amount Budgeted	\$	80,000.00
Year to Date Expenditures	\$	(9,578.83)
Total Expenditure Required	\$	(57,497.60)
Remaining in Budget	\$	<u>12,923.57</u>

MOTION: **To ratify the memo – emergency repairs to the reuse force main. Repairs were completed by DeJonge Excavating Contractors, Inc. utilizing Sarasota County's Contract #22316FO in the amount of \$57,497.60. Funds to come from wastewater revenues.**

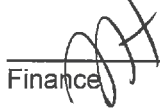
Prepared By: **Teresa Herzog**

Date: **November 29, 2023**

Approvals:



Administrator



Finance



Technical Support

Water Operations



Wastewater Operations

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

Attachment: **Memo to Chair dated November 29, 2023**
 DeJonge Excavating Contractors, Inc. Quote



Memo

To: Taylor Meals, Englewood Water District Chair *Rob Stern for Taylor Meals*

From: Ray Burroughs, Englewood Water District Administrator

Date: November 29, 2023

Re: Notice of Emergency Repair – Reuse Force Main

On Wednesday, November 22, 2023, a break on the reuse force main was discovered along San Casa Drive at the rear entrance of Oyster Creek. Most of the reuse system has been shut down due to this break and cannot be reinitiated until the repair is completed. This is the third break in as many years in approximately the same location, each time causing the rear entrance/exit to be partially blocked. Staff believes it would be in the District's best interest to replace the entire portion of pipe beneath this entrance/exit to minimize future disruptions. While staff can perform this work, it would take the entire collections staff approximately one full week to complete, with no other staff for daily and emergency tasks. Staff is recommending that we utilize DeJonge Excavating Contractors Inc. to perform this work.

A budgetary quote in the amount of \$57,497.60 has been received from DeJonge Excavating Contractors Inc. This amount includes mobilization, maintenance of traffic, installation of new 12" PVC DR-18 pipe, FDOT shell restoration and asphalt restoration, with the pipe and fittings to be provided by EWD.

Per EWD's Procurement and Inventory Control Policy, Resolution # 19-10-03A, the District is able to utilize contracts competitively solicited and awarded by other public entities. The District currently has a piggyback with DeJonge Excavating Contractors, Inc. utilizing Sarasota County's Contract #22316FO. Pricing for this emergency requisition is in accordance with the piggyback contract. The cost for this project exceeds the Administrator's \$35,000.00 approval threshold.

As Administrator, I request the emergency repair in this memo to be approved by the Chair and then ratify the request for Board approval at the December meeting.

Thank you,

RB
Ray Burroughs, Administrator

De Jonge Excavating Contractors, Inc.

Excavating, Grading & Underground Utilities

203 Jackson Road, Venice, FL. 34292
(941) 485-7799
info@DeJongeExcavating.com

To: Englewood Water District	Contact:
Address: Englewood	Phone:
	Fax:
Project Name: Oyster Creek Reclaim Repair	Bid Number:
Project Location:	Bid Date:
Item Description	

Mobilization
Maintenance of Traffic
12" PVC DR-18
FDOT Shell Restoration
Asphalt Restoration

Total Bid Price: \$57,497.60

Notes:

- Pricing set forth in this budget is in accordance with Sarasota County Contract #22316FO.
- Englewood Water District is responsible for notifying local Police, Schools, Fire Departments, etc. of construction activities.
- Pipe and couplings to be provided by Englewood Water District.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Your Company Name Authorized Signature: _____ Estimator: _____
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BOARD AGENDA ITEM SUMMARY

7a

MEETING DATE: **December 14, 2023**

SUBJECT: **Rate Study Proposal Approval**

CATEGORY: Consent

Discussion

Action

CONTACT PERSON : **Lisa Hawkins**

DEPARTMENT : **Finance**

ITEM: **Rate Study Proposal Approval.**

PURPOSE / JUSTIFICATION: **The last rate study was conducted in 2017 and it is staff's recommendation that a new study be performed. Approved procurement method is by utilizing a piggyback contract from Hernando County Contract No. 19-R00002/PH, expiring April 8, 2029. A Rate Consult Services Proposal has been received from Raftelis Financial Consultants, Inc and if approved by the Board, this study will be completed. Findings of the rate study will be presented to the Board at a later date. The cost shall not exceed \$132,190.00 and is adequately covered by the amount budgeted in FY24.**

FISCAL IMPACT: 620652-600-200

Budget Resolution Required: yes no

Amount Budgeted	\$	250,000.00
Year to Date Expenditures	\$	(0)
Total Expenditure Required	\$	(132,190.00)
Remaining in Budget	\$	<u>117,810.00</u>

MOTION: **To accept the rate study proposal received from Raftelis Financial Consultants Inc., piggybacking Hernando County Contract No. 19-R00002/PH Continuing Professional Services Agreement-Utility Rate Consultant. Cost not to exceed \$132,190.00.**


Prepared By: **Teresa Herzog**

Date: **December 5, 2023**

Approvals:



Administrator



Finance



Technical Support

Water Operations



Wastewater Operations

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

ATTACHMENTS: **Raftelis Financial Consultants, Inc. Rate Study Proposal**



December 6, 2023

Ms. Lisa Hawkins
Finance Director
Englewood Water District
201 Selma Avenue
Englewood, FL 34223

Subject: **Work Authorization No. 1 to Provide Utility Rate and Financial Consulting Services – Fiscal Year 2024**

Dear Ms. Hawkins:

Raftelis Financial Consultants, Inc. (“Raftelis”) is pleased to submit Work Authorization No. 1 to provide utility rate and financial consulting services (the “Authorization”) to the Englewood Water District (the “District”) on behalf of its water and wastewater utility enterprise fund (the “System”). The services to be provided by Raftelis includes: i) the development of a financial forecast of the System to evaluate rate revenue sufficiency, capital re-investment strategies, and the overall fiscal position of the System and to propose new rates as necessary to recover the cost of service; ii) review the existing capital capacity charges to assure the fees are recovering the capital costs allocated to new growth; iii) review the customer service and miscellaneous fees charged for specific services; and iv) prepare a report and present the findings to the District Board of Supervisors (collectively, the “Project”).

The following provides a discussion of the general contractual terms, scope of services, contract fee, and other information in support of the performance of the Project on behalf of the District’s utility system.

General Terms and Conditions

This Authorization is being submitted, in part, pursuant to the terms and conditions of the “Agreement to Piggyback Hernando County Contract No. 19-R00002/PH Continuing Professional Services Agreement-Utility Rate Consultant” between the Englewood Water District and Raftelis Financial Consultants, as amended and extended from time to time (the “Contract”). All work will be conducted under the compensation, billing, terms, and conditions of Contract, which is incorporated in this Authorization by reference. A copy of the Contract is included as Appendix A to this Authorization.

Project Team and Billing Rates

With respect to the performance of the Project, Mr. Robert J. Ori will be the Technical Advisor for the Project and Mr. Thierry Boveri will be the Project Manager with both serving as the primary contacts between the District and Raftelis. As shown on Attachment C attached to this Authorization, which presents the Task Fee Quotation Proposal (as initially delineated in the Hernando County Contract No. 19-R00002/PH Continuing Professional Services Agreement-Utility Rate Consultant and referred to as the “Hernando Contract”), Raftelis

will utilize other employees or associates to perform the Project. The direct hourly billing rates by Raftelis personnel title and standard costs to be used to invoice the District shall represent the current rates being billed pursuant to the Hernando Contract, which may be amended from time to time, as approved by Hernando County and are referenced for convenience on Attachment A to this Authorization.

Scope of Services

The scope of services to be performed by Raftelis is included in Attachment B, which is made a part of this Authorization.

Compensation and Billing

Based on the scope of services as summarized in Attachment C and the direct labor billing rates as identified herein, the compensation to be paid to Raftelis for this Authorization shall not exceed \$132,190 and shall be established on a maximum not-to-exceed contract basis. The determination of the contract budget is included in Attachment C, which is made part of this Authorization. This contract budget amount includes the direct cost of personnel anticipated to be assigned to conduct the various tasks of the Project by Raftelis, as well as an allowance for other direct costs such as travel, telephone, delivery charges, and subconsulting expenses, if any. The actual personnel assigned to the Project may be different than what is presented on Attachment C with the exception of the Technical Advisor and Project Manager. Any change in the personnel used or the number of hours incurred will not affect the contract price of this Authorization.

The costs incurred by Raftelis for such other direct costs, if any, will be billed based on the actual cost or the standard unit cost rates as summarized in Attachment A. Raftelis will bill on a monthly basis for services rendered pursuant to this engagement based on the sum of: i) the hourly amount of time spent by the Project team members; ii) the other direct costs incurred to provide the utility rate and financial consulting services; and iii) the subconsulting expenses required to assist in Project completion, as adjusted for administrative costs per Attachment A. It is not anticipated that any subconsultants would be required to assist Raftelis in the completion of the Project. To the extent that Raftelis determines that a portion of the Project would need to be performed by a subconsultant, Raftelis would notify the District in writing for approval prior to the assignment of any Project responsibilities to such subconsultant by Raftelis.

It should be noted that the proposed contract budget would be billed on an hourly basis predicated on the actual work effort performed by Raftelis and not on a lump-sum basis. To the extent that the Project was completed at a cost less than the contract budget as delineated in this Authorization, Raftelis would not invoice the District for any amounts remaining (unbilled) on such contract except for the provision of any additional services, which the District may request from Raftelis, as mutually agreed between the parties.

(Remainder of page intentionally left blank)

Ms. Lisa Hawkins
Englewood Water District
December 6, 2023
Page 3

Notification

The primary contacts concerning an interpretation of the terms of the Contract, the attached Authorization, including the scope of services as delineated herein, and in the overall coordination and management of the Project between the District and Raftelis shall include the following:

For the District:

Ms. Lisa Hawkins
Finance Director
Englewood Water District
201 Selma Avenue
Englewood, FL 34223
Phone (O): 941-474-3217
Email: LHawkins@ewdfl.com

For Raftelis

Mr. Robert J. Ori
Executive Vice President

Mr. Thierry A. Boveri
Vice President
Raftelis Financial Consultants, Inc.
341 N. Maitland Ave., Suite 300
Maitland, FL 32751
Phone (O): 407-628-2600
Email: ROri@Raftelis.com
TBoveri@Raftelis.com

Financial Advisor Qualification

In the preparation of the scope of services as set forth in this Authorization, Raftelis may rely upon certain assumptions regarding the financing of future capital improvements using external sources of funds such as the issuance of debt. These assumptions shall be developed in conjunction with the District staff and/or the District's Municipal Financial Advisor. The use of such capital financing assumptions is solely for utility rate and financial planning purposes and should not be interpreted as advice regarding the ultimate sizing, timing, and the cost of debt capital. These debt-related variables are subject to market conditions, as well as the District's credit rating identified at the time of issuance, and advice regarding such terms and conditions shall only be provided by the District's registered Municipal Financial Advisor. As such, the actual terms and conditions associated with the issuance of any future debt may vary from the assumptions used in the rate and financial plan as prepared pursuant to this Authorization. Based on the foregoing, in accepting this Authorization, the District expressly acknowledges that Raftelis is not a "Municipal Advisor" as defined under Section 15B(e)(4)(A) of the Exchange Act as amended by the Dodd-Frank Act, and thus is not providing advice with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms and conditions and other similar matters concerning financial products or issues.

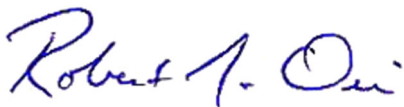
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Ms. Lisa Hawkins
Englewood Water District
December 6, 2023
Page 4

If this Authorization is acceptable to the District, please provide us with the necessary purchase order or additional contract documents, which include the provisions of this Authorization to formally initiate the Project. We appreciate the opportunity provided by the District to assist in its review of the financial position revenue sufficiency needs to promote the long-term sustainability and creditworthiness of its water and wastewater utility system and look forward to working with both the District and you.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Robert J. Ori
Executive Vice President

RJO/dlc
Attachments

ATTACHMENT A

RAFTELIS FINANCIAL CONSULTANTS, INC.

**SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES
(REFERENCE IS MADE TO THE CONTRACT)**

DIRECT LABOR HOURLY RATES

<u>Project Team Title</u>	<u>Direct Labor Hourly Rates</u>
Principal	\$225.00
Associate	\$190.00
Managing Consultant	\$173.00
Supervising Consultant	\$152.00
Senior Consultant	\$136.00
Rate Consultant	\$126.00
Consultant	\$110.00
Senior Rate Analyst	\$100.00
Rate Analyst	\$90.00
Analyst	\$74.00
Assistant Analyst	\$63.00
Administrative	\$63.00

The following is a summary of the standard cost rates for Raftelis that will be relied upon for the billing of other direct costs associated with providing professional services to the District:

STANDARD COST RATES

<u>Expense Description</u>	<u>Standard Rates – Raftelis</u>
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Subconsultant Services	Actual Cost Plus 5.0%
Other Costs for Services Rendered	Actual Cost

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ATTACHMENT B

RAFTELIS FINANCIAL CONSULTANTS, INC.

SCOPE OF SERVICES

The utility rate and financial services to be performed by Raftelis Financial Consultants, Inc. (“Raftelis”) will consist of the following five (5) phases: i) the development of a revenue sufficiency and rate evaluation associated with the monthly water and wastewater retail rates for the Englewood Water District (the “District”); ii) evaluate current water and wastewater rate structures and levels to recover the projected expenditure and funding needs (the “revenue requirements”) identified in the Phase 1 activities; iii) preparation of the plant capacity / transmission system components of the water and wastewater capital capacity charge (“Capacity Charge”) analysis to identify and recover from new development the estimated cost of capacity allocated to such development; iv) review and update the District’s miscellaneous service and customer-related fees for various services such as meter installation charges, turn-ons / turn-offs, meter tests, fire line base charges etc. and assist in other policies and rate applications (temporary water use for lawn establishment); and v) prepare a report and supporting documentation of the analyses, findings, and recommendations for presentation to the District Board of Supervisors (“Board”) and assisting the District and its legal counsel in the codification of the rates, fees and charges developed during the study in a resolution for consideration by the Board (all phases being referred to as the “Project”).

With respect to the Phase 1 activities, Raftelis will: i) prepare a utility financial forecast and fiscal position analysis for the six (6) fiscal years ending September 30, 2029 (the “Forecast Period”); ii) evaluate the sufficiency of the rate revenues to meet the projected revenue requirements of the District’s water and wastewater utility system (the “System”); and iii) recommend proposed rate revenue targets as deemed necessary for utility service which will support the rate design activities to be performed in subsequent tasks (update rates contained in Customer Rules and Regulations adopted by Resolution No. 23-09-14A – “District Rules”). The Phase 2 activities will include the evaluation of the current rate structure and cost recovery relationships (fixed and variable) of the rates to determine if any adjustments should be effectuated. This will include an allocation of costs to customer classes / rate structure attributes, including a review of fixed / variable cost recovery relationships and the tiered water rate structures and the corresponding water and wastewater usage or flow charges and assist in the review of the automatic rate indexing or adjustments provisions based on District precedent to be considered to potentially automatically adjust monthly water and wastewater user rates annually. The Phase 3 activities will include the preparation of water and wastewater Capital Capacity Charges based on the “System Buy-in” method to provide for the recovery of the identified utility infrastructure costs allocable to serve new development / growth that requires water and wastewater capacity in support of the new development (update fees contained in District Rules). The Phase 4 activities will consist of a review and update the District’s various miscellaneous and customer-related service charges for specific services provided by the District in accordance with general utility operations (such as meter installation charges) or as may be specifically request by or due to an action of the customers served by the utility system (e.g., turn-ons / turn-offs, meter tests, meter re-reads, customer disconnect due to non-payment, etc. (update certain service charges contained in District Rules). The Phase 5 activities will include the development of a report documenting the analyses, findings, and recommendations, the development of a presentation document

to support in the presentation of the study results and recommendations for consideration by the Board and assisting the District and its legal counsel in the codification of the rates, fees and charges developed during the study in a resolution for consideration by the Board.

Based on our understanding of the District's needs, Raftelis proposes the following scope of services to be performed by Raftelis as it relates to providing utility and financial consulting services associated with the development of the revenue sufficiency and rate study. The tasks included in the scope of services are described below:

Phase 1 – 2024 Revenue Sufficiency Analysis

The first phase of the Project is associated with the development of a revenue sufficiency analysis in support of the determination of the monthly water and wastewater retail rates for the District. The scope of services to be performed by Raftelis with respect to the preparation of a revenue sufficiency analysis, including the development of a financial forecast model consistent with the reporting criteria of the District, will be based on a projected forecast of System financial needs and costs for the six- (6) fiscal year period of 2024 through and including 2029 ("Forecast Period") and will include the following tasks:

Task 1 – Project Initiation / Data Acquisition and Review

A detailed data request will be prepared to assist the District staff with compiling specific information regarding the operations of the water and wastewater systems. The data requested will include budgetary, accounting, operating and financial data, utility plant information, customer billing profiles and historical and projected system demand requirements.

Raftelis will review existing fiscal policies, pricing methods, and financial management objectives which will include a review and consideration of the operating and capital budget documents, master plans, rate and utility ordinances and resolutions, bond resolutions and loan agreements, utility fiscal policies, intergovernmental or inter-local agreements, operation agreements, and any previous rate and financial evaluations to identify appropriate financial criteria and track compliance with such requirements. In addition, management objectives associated with administrative issues, pricing methods, operating criteria and internal financial policies related to debt service coverage, the flow of funds as well as reserve and cash fund balance levels will be discussed with management, staff, and others, as appropriate, in this task.

Task 2 – Review of Utility Demand and Customer, Sales and Usage Projections

This task includes the update of the historical statistics, evaluation of trends in customer growth and use / billed flow by customer class and the development of a customer and rate revenue forecast. The following is a discussion of the major components anticipated for this task of the engagement.

- A. Compile Historical Statistics: In order to provide a basis for the development of the customer and sales / demand forecast, it will be necessary to compile the water and wastewater customer historical statistics (recognizing that the last analysis performed was in 2017). This evaluation will be done by customer class and by water usage tier to evaluate average billed water use and the corresponding billed wastewater flow relationships expressed on a per customer or equivalent residential connection

(“ERC”) and the overall trends in sales. Additionally, water production statistics (annual average day, maximum day demands) and wastewater treatment statistics (annual average day and one- [1] and three- [3] consecutive maximum month demands) will be compiled and reviewed to estimate utility system demands, unbilled water relationships, and capacity utilization factors.

- B. Billing Frequency Analysis: Raftelis will prepare a bill frequency analyses for the historical Fiscal Year 2023 customer statistics to identify water and billed wastewater flow characteristics in support of the determination of the existing usage attributes to identify and validate the System rate structure billing determinants and more accurately project monthly user fee revenues and evaluate potential or alternative changes in rate structure. Raftelis will request from the District detailed individual customer billing data from the utility billing system and develop a billing frequency analysis. This analysis will include a monthly evaluation of billed water use and the corresponding billed wastewater flows where appropriate, for every customer, by customer class, by meter size, and rate structure component in order to identify a “by-customer class water use profile” (water use by consumption level), water customers that are billed sewer flow which would include estimates of any sewer billing thresholds for the residential class the rates for service and have the ability to prepare alternative rate scenarios (adjustments to existing tiered rate structures, base facility charges by customer class and type, billing threshold on residential sewer rates, etc.). If not separately reported by the District, Raftelis will request a utility billing statistical “data dump” of all the accounts of the system for the most recently completed Fiscal Years ended September 30, 2022 and September 30, 2023 such that the usage analysis can be developed. To the extent that Raftelis must analyze raw or incomplete customer data to complete the bill frequency analyses, additional services charges may apply.
- C. It is assumed in this scope of services that the billing information will be accurate and will significantly reconcile to the reported revenue as contained in the District’s Annual Financial Statements and Supplementary Information Reports (annual audit) when applying the then existing rates for service to the billing statistics. Raftelis will prepare a rate revenue “reasonableness test” to validate the results of the historical customer billing data against the most recent historical rate revenues to provide assurances that the customer billing information is reasonable and can be relied upon for the projection of rates for utility service. This rate revenue reconciliation to the most recent historical financial statements is necessary to test the overall reasonableness of the historical customer statistics since the statistics will form the basis for the projections of rate revenues for the Forecast Period and the establishment of any rate structure modifications that may be identified with the District.
- D. Customer Sales and Usage Projections / Utility Demand Forecast: A customer and water sales / billed wastewater flow forecast per customer class and type will be developed for the Forecast Period which will serve as the basis for the development of the rate revenues. An evaluation of billed water usage and wastewater flow will be conducted with consideration being given to potential changes in sales due to System growth, continued conservation, water restrictions implemented by the District or others, and other factors that may affect sales. Based on the customer and sales forecast and historical facility demand relationships, Raftelis will develop a forecast for daily and peak demands of the water production and daily and maximum monthly demands for the wastewater treatment facilities.

Task 3 – Develop Water and wastewater System Revenue Forecast

This task involves the development of rate revenues from existing and approved rates (with any estimated price index or approved rate adjustment policy as determined separately) recognizing the results of the customer and sales forecast and existing and approved rates for water and wastewater utility service. The rate revenue forecast will be based on a detailed bill frequency that reflects the water use and billed wastewater flow characteristics and on a consistent basis with the District’s water conservation pricing methods.

Task 4 – Revenue Requirements Analysis

This task estimates the amount of expenditures and overall funding requirements to be recovered from water and wastewater rates. This task includes the development of detailed projections of operating costs, capital improvements, and associated funding sources including debt service requirements, levels of capital re-investment from rates (operations), and reserve fund requirements. Raftelis will develop a utility rate, and financial planning model based on District reporting / budgetary practices such that alternative cost recovery scenarios can be prepared to examine the effects of projected growth and changes in demands, capital funding alternatives such as pay-as-you-go versus debt financing and phased rate adjustments. Based on our evaluations a cost recovery strategy will be developed in conjunction with the District staff to identify the projected overall rate adjustments for each fiscal year of the six- (6) year forecast period on an individual and combined utility system basis. The following is a discussion of the major components for this task:

- A. Development of Operating Expense Projections: Raftelis will prepare a projection of the annual operating and maintenance expenses (operating expenses) to be recovered from monthly rates for the Forecast Period. This evaluation will be based on the detailed utility budget format for the current budget year, recent trends in expenses as reported by the District in its financial reports, and other factors in order to support the determination of: i) the allocation of the expenses by individual utility system; ii) the projection of expenditures for the Forecast Period based on historical and current / anticipated cost trends; and iii) changes in certain costs consistent with changes in utility operations and regulatory requirements. The detailed projection of operating expenses will be based upon historical trends and the line-item operating budget for the Fiscal Year 2024 including the recognition of any additions to or reductions in staffing requirements for both the existing and future facilities, changes in cost associated with the implementation of the capital improvement program, policies that may be enacted by the Board of Supervisors (“Board”), and other factors. Other operating expenses, administrative cost allocations, operating contingencies, insurance needs, and other expenses, will be considered to support the level of rates (revenues) that fully recover the full cost of providing ongoing utility service. As part of this task, Raftelis project team members will meet with key District employees to discuss changes in System operations and maintenance needs, proposed system expansions and other challenges facing the utility that may impact the operating expenses of the System.

- B. Review of Capital Improvement Program Needs and Capital Funding Alternatives: This task component involves a detailed review of the District’s most recent capital improvement program and assist the District in the development of an analysis to identify the sources of funds to finance the capital improvement program for the Forecast Period. This task will also include a review of all restricted / unrestricted fund (cash) balances, identification of the timing of when funds will be expended for the capital facilities, assistance in determining the need for external funding sources, such

as utility revenue bonds / State Revolving Fund (“SRF”) loans / and other forms of indebtedness, and the identification of capital needs to serve existing and future customer growth.

This task will also include an evaluation of the annual deposit from rates or operations for capital re-investment (“pay-as-you-go” capital transfers) to balance ongoing capital funding from operations, the amount of debt financing of utility infrastructure, and corresponding reserves for the System to promote the long-term sustainability of utility System rates. Raftelis will work with the District, which will consider current District policy or practices, to determine the annual amount of funds to be generated annually from rates for ongoing capital re-investment for the Forecast Period.

- C. Other Revenue Requirement Identification and Management Dashboard: Raftelis will work with District staff to identify any other revenue requirements that need to be included in the financial analysis and evaluation of the sufficiency of rates to fully fund the cost of service. This task will also incorporate funding requirements related to the capital costs funded from revenues identified in the capital funding plan, as well as any reserve requirements, and recognition of any other transfer requirements. Other revenue requirements which will be considered include but are not limited to i) establishment and maintenance of adequate operating and capital balances; ii) identification of financial targets and evaluation of projected performance based on District financial policies and best management practices; iii) satisfaction of bond resolution and loan agreement covenants; and v) funding other requirements and expenditures as identified with the District. Raftelis will prepare a management dashboard to summarize the financial targets and estimated performance / compliance based on the metrics identified to evaluate the long-term projected fiscal position of the utility system for the Forecast Period.
- D. Development of Net Revenue Requirements: Based on the above-mentioned tasks for this phase of the project, Raftelis will prepare a summary of the total net revenue requirements of each utility system and the accompanying revenues and revenue surplus or deficiencies for each fiscal year of the Forecast Period.
- E. Bond / Loan Agreement Compliance Analysis: Where applicable, Raftelis will prepare a compliance analysis to ascertain that the required or adopted financial requirements applicable to the System, established by the Bond Resolution (senior lien), SRF or other loan agreements (e.g., promissory notes), and District policy are being complied or met. The compliance analysis will focus on meeting the rate covenant requirements, the flow of fund requirements, maintenance of minimum reserve balances, and the issuance of additional bonds, all as defined in the respective documents that authorized the issuance of the outstanding-System debt.

Task 5 – Identification of Proposed System Rate Adjustments and Customer Impact Analysis

Based on the analyses performed in the above-mentioned tasks, a determination of the recommended rate adjustments (to be applied on a uniform basis above existing or approved rates) will be identified for consideration by the District. This task will also include the preparation of a limited customer impact analysis for the residential customer class (presentation of impact at various usage levels, not all customers).

A rate comparison showing the District's existing and anticipated subsequent year water and wastewater service rates with those charged by neighboring utilities will also be prepared as part of the rate identification process.

Task 6 – Meetings for Financial Evaluation and revenue requirement analysis

Several meetings will be required with District staff to complete the scope of services delineated above in the prior tasks. The activities will include presentations to staff throughout the term of the Project consistent with the project phase and presentations to other interested parties. The following is a discussion of the major tasks anticipated for this phase.

- A. Project Team Meetings: In order to integrate the Raftelis project and the District staff in the project team effort, a series of meetings are proposed which will enhance project team communication and will aid in the implementation of analysis results. These project team meetings include an allowance for two (2) on-site meetings and three (3) virtual off-site meetings as described below:
- One (1) on-site meeting to kick-off project and for data gathering and review and discuss issues, changes in operations (both recent and anticipated), current issues facing the System, and overall objectives of the study.
 - One (1) on-site meeting to present revenue sufficiency evaluation to District staff and to determine any adjustments that need to be incorporated in the analysis.
 - Attendance of three (3) off-site virtual meetings to review assumptions and progress during the development of the revenue sufficiency analysis.
- B. For the purposes of the development of the cost estimate, an allowance of eight (8) hours per on-site meeting and two (2) hours per off-site meeting by individual Raftelis project team member was assumed; this would include preparation, travel, and meeting attendance where applicable.

Any additional on-site or off-site meetings that are required to be attended above what is recognized in this scope of services will be considered as an additional service with respect to the performance of the Project.

LIST OF DELIVERABLES – PHASE 1

The deliverables to be provided for this Project Phase shall include the following items:

- Data request;
- Cash flow / revenue sufficiency forecast (model);
- Rate comparison of existing and identified rates (uniform rate adjustment) and rates charged by other neighboring utilities; and
- Briefing document for this component of the study for District Administration or Board workshop presentation.

Phase 2 – Design Monthly Water and Wastewater Rates for Service

This phase of the project will include the development of the monthly rates and charges for water and wastewater service based on the revenue requirements and customer forecast developed during the Phase 1 activities. This phase will include the classification and allocation of costs to the associated rate structure components or rate classes as determined with the District, the design of the monthly user fees, the presentation of the proposed rate effects to the existing customers of the utility systems and comparisons of the proposed rates and rate structures with those charged by other neighboring utilities.

The following is the discussion of the major tasks anticipated for this phase of the Project.

Task 7 – Cost Allocation Analysis

Predicated on the results of the financial plan, this task will involve the allocation of the projected rate revenue requirements between the water / wastewater systems and appropriate customer classes. To facilitate the allocation of costs, the first step of the process will be the organization of costs by function such as water treatment, water distribution, wastewater collection, wastewater treatment, and administrative. Once the costs have been categorized by function, they will be allocated among the various utility systems and customer classes. Examples of allocation factors used in the cost-of-service analysis include the relative number of customers, customer class sales or demand data, wage and salary analyses, fixed asset records, revenues of each system, specific debt allocation based upon the purpose of the loan and direct assignment of specific costs where appropriate. This task will also include additional data compilation activities specific for the allocation and design of rates.

Task 8 – Design of Retail Water and Wastewater Rates

This task will include the development of the monthly rates and charges for water and wastewater service based on the revenue requirements and customer forecast / billing frequency analyses developed in previous activities. This will include the classification and allocation of costs to the appropriate rate structure components such as monthly base charges by class or meter size and usage charges and the design of proposed / alternative monthly user fees under selected rate structure options. In the design of the rates for service, alternative rate structures such as adjusting the existing tiered rates for water conservation, implementing a wastewater billing threshold, recognition of low-income discounts, pass-through formulas and prices indexes, and other structures and cost recovery strategies will be discussed with District staff; a total of not-to-exceed three (3) rate structure alternatives is recognized. Based on the results of the financial forecast and the overall financial objectives of the District, the cost-based rates for service may need to be phased-in to meet such objectives and funding needs, as well as incorporate recommended rate structure changes. If appropriate, Raftelis will develop a rate phasing strategy in the design of rates that will balance the funding needs and rate re-structuring needs in to limit the possibility of “rate shock” on its customers. The rate design analysis will recognize estimated price elasticity impacts due to any recommended changes in rate structures, particularly related to tiered water conservation usage charges.

For all of the rate design tasks mentioned above, discussions will be held with the District staff to determine which rate structure alternative to pursue in order to: i) meet the financial goals of the District; ii) design rates that reflect the cost of service principles required for rate making guidelines; iii) promote consistency with the

District's current customer billing programs; and iv) be acceptable to the District and understandable by its customers.

Task 9 – Update Rate Comparison and Rate Impact Analysis

Raftelis will update the water and wastewater rate comparison for residential service that will summarize the existing and recommended rates and the rates of other Florida and neighboring utilities to illustrate the rate structure and levels for consideration by the District (any to illustrate any bill impacts associated with not doing a uniform rate adjustment). Additionally, a rate impact analysis, which will incorporate the findings from the billing analysis performed as part of the customer statistical analysis will also be prepared to illustrate the effects of any rate changes and to assist in the public information program and presentation of the study results to the District Board of Supervisors, and the public / ratepayers.

The Phase 2 activities include the attendance of one (1) on-site meeting to present the rate design options and the customer impact analysis and two (2) virtual meetings to review cost allocations and assumptions, identify rate design scenarios and initial results, and rate implementation issues with District staff to present the results of the Phase 2 activities.

Task 10 – Meetings for Rate Design and Customer Impact Determination

Several meetings will be required with District staff to complete the scope of services delineated above in the Phase 2 tasks. The activities will include presentations to staff throughout the term of the Project consistent with the project phase and presentations to other interested parties. The following is a discussion of the major tasks anticipated for this phase.

- A. Project Team Meetings: The project team meetings include an allowance for one (1) on-site meeting and two (2) virtual off-site meetings as described below:
 - One (1) on-site meeting to present the rate design results (by rate alternative) and customer impact analysis evaluation to District staff; and
 - Attendance of two (2) off-site virtual meetings to review assumptions and progress during the development of the water and wastewater rate design and re-structuring analysis.
- B. For the purposes of the development of the cost estimate, an allowance of eight (8) hours per on-site meeting and two (2) hours per off-site meeting by individual Raftelis project team member was assumed; this would include preparation, travel, and meeting attendance where applicable.

Any additional on-site or off-site meetings that are required to be attended above what is recognized in this scope of services will be considered as an additional service with respect to the performance of the Project.

(Remainder of page intentionally left blank)

LIST OF DELIVERABLES – PHASE 2

The deliverables to be provided for this Project Phase shall include the following items:

- Additional Data request;
- Proposed Alternative Rates for water and wastewater services;
- Customer impact analysis presenting effects of proposed rates on typical customer bills and rate comparison of existing and identified alternative rates and rates charged by other neighboring utilities; and
- Briefing document for this component of the study for District Administration or Board workshop presentation.

Phase 3 – Water and Wastewater Capital Capacity Charge Development

This phase of the project will include the development and update of the Capital Capacity Charge (“CCC”) by the District to new development to recover the pro share of the water and wastewater system infrastructure or capital costs allocable to expansion associated with new development.

The following is the discussion of the major tasks anticipated for this phase of the Project.

Task 11 – Data Evaluation of Existing System Fixed Assets

Raftelis will evaluate existing facility costs and incremental costs to provide utility service to future service area needs or build-out population. Raftelis will functionalize the utility costs to the service categories (e.g., treatment, transmission, etc.) to evaluate current assets in place to provide service. Raftelis will also work with District staff to identify any utility plant additions which are considered as being fully utilized from a total system capacity utilization standpoint (first-in, first-used capacity basis by service area). This task will also include the allocation of any plant-in-service which was constructed in advance of a tranche of capacity that may relate in part to a capacity addition that is considered outside the capital planning horizon of the study (e.g., wastewater treatment plant headworks designed for full capacity but not all the treatment trains are recognized).

Task 12 – Review of Levels of Service and Capacity Analysis

Based on existing level of service (“LOS”) standards and constructed plant capacity, an analysis of the District’s existing and projected Equivalent Residential Connection (“ERC”) requirements will be conducted. This analysis is necessary to evaluate the capacity utilization of the water and wastewater facilities (from both an existing and prospective capital facility standpoint) and in the development of the respective CCCs.

Task 13 – Evaluation of Capital Improvement Program

Raftelis will review the updated System capital improvement plan and capacity additions necessary to serve growth and incorporate the capital improvement plan into the fee analysis. Raftelis will work with District staff to identify capital expenditures that: i) are totally allocable to new development or growth within the identified capital planning horizon; ii) serve to upgrade or enhance utility plant that has remaining capacity allocable to

growth; iii) are totally allocable to new development of growth outside of the identified capital planning horizon; and iv) that are for renewals and replacements of assets associated with serving existing customers and capacity.

Task 14 – Design of Capital Capacity Charges

Based on i) the LOS standards and facilities use projections; ii) the allocated capital / utility plant evaluation; and iii) the recognition of cost-free capital and contributions received by the District, if any, that would serve as a revenue credit to the fee, Raftelis will develop proposed CCCs for water and wastewater service for the System. The charges will be developed recognizing the reservation and utilization of capacity by an equivalent residential customer (e.g., single-family residential) and will recognize the contribution to need based on the allocated capital facility burden incurred by the District to serve new development.

Task 15 – Capital Capacity Charge Comparison

A comparison of the individual water and wastewater capital capacity charges and similar fees charged by other neighboring or similar utilities will be prepared. The Capital Capacity Charge comparison, based on data availability, will include: i) amount of fee charged expressed on a “cost per ERC” basis; ii) method of application where readily available; and iii) level of service per ERC and the overall rate per gallon for such capacity. This task will be performed concurrent with the connection fee determination to assist in the finalization of the fee methodology and level with the District.

Task 16 – Meetings for Capital Capacity Charge Evaluation and Determination

Several meetings will be required with District staff to complete the scope of services delineated above in the Phase 3 tasks. The activities will include presentations to staff throughout the term of the Project consistent with the project phase and presentations to other interested parties. The following is a discussion of the major tasks anticipated for this phase.

- A. Project Team Meetings: The project team meetings include an allowance for one (1) on-site meeting and three (3) virtual off-site meetings as described below:
 - One (1) on-site meeting assumed to present the rate design results (by rate alternative) and customer impact analysis evaluation to District staff; and
 - Attendance of three (3) off-site virtual meetings to review assumptions and progress during the development of the water and wastewater CCC analysis.
- B. For the purposes of the development of the cost estimate, an allowance of eight (8) hours per on-site meeting and two (2) hours per off-site meeting by individual Raftelis project team member was assumed; this would include preparation, travel, and meeting attendance where applicable.

Any additional on-site or off-site meetings that are required to be attended above what is recognized in this scope of services will be considered as an additional service with respect to the performance of the Project.

LIST OF DELIVERABLES – PHASE 3

The deliverables to be provided for this Project Phase shall include the following items:

- Proposed Capital Capacity Charges for the water and wastewater systems;
- Capital Capacity Charge comparison of existing and proposed connection fees and fees charged by other neighboring utilities; and
- Briefing document for District Administration or Board workshop presentation.

Phase 4 – Review of Miscellaneous Fees and Charges

This phase of the project will include the review and update of certain miscellaneous charges levied by the District to customers requesting specific services or due to the establishment of a new service to recover the cost of providing such service.

The following is the discussion of the major tasks anticipated for this phase of the Project.

Task 17 – Miscellaneous Fee Design

Raftelis will evaluate the existing miscellaneous fees as contained in the District’s adopted schedule of miscellaneous fees. The existing fees to be evaluated include:

- New Service Application Fee;
- Late Payment Penalty;
- Meter Deposits;
- Temporary Water (Construction) Meter Charges;
- Fire Line Charges;
- Plan Review and Construction Review Charges;
- Turn-off / Turn-on Charges;
- Special Bill / Meter Re-read;
- Account Re-activation Fees;
- Service Call-Out Fees;
- Testing and Inspection Fees; and
- Initial Meter Installation Fees, District Installed and Developer Installed Service and Box (Using District Meter).

This evaluation will include the preparation of a fee comparison to identify any fees that are not reflective of industry norms in terms of cost recovery or may warrant a detailed evaluation. Raftelis will request specific data regarding time spent by the District employees (or contracted services) directly involved in providing the specific services, identify materials and supplies specific to the service being provided, and will identify equipment

utilization and hourly vehicle and equipment rates (as provided by the District; if information not readily available, Raftelis will utilize the hourly vehicle and equipment reimbursement rates utilized by the Federal Emergency Management Agency [“FEMA”]). As part of the data acquisition and identification of the service provided, Raftelis will interview District staff to identify the direct and indirect costs associated with applicable fees (two [2] days assumed for the District staff interview process). Specifically, the costs for services will be identified by component, including but not limited to labor and time, vehicle and equipment use, parts and materials, customer service-related costs, administrative and overhead and other associated costs. The identified unit costs will be compared to the existing fees for service and reviewed with staff.

Task 18 – Meetings for miscellaneous Fee Evaluation and Determination

Several meetings will be required with District staff to complete the scope of services delineated above in the Phase 4 tasks. The activities will include presentations to staff throughout the term of the Project consistent with the project phase and presentations to other interested parties. The following is a discussion of the major tasks anticipated for this phase.

- A. Project Team Meetings: The project team meetings include an allowance for one (1) on-site meeting and one (1) virtual off-site meeting as described below:
 - One (1) on-site meeting assumed to interview District staff relative to the time spent to perform the specific services and allocation of costs; and
 - Attendance of one (1) off-site virtual meeting to clarify data derived from interview process and review progress during the development of the water and wastewater miscellaneous fee analysis.
- B. For the purposes of the development of the cost estimate, an allowance of eight (8) hours per on-site meeting and two (2) hours per off-site meeting by individual Raftelis project team member was assumed; this would include preparation, travel, and meeting attendance where applicable.

LIST OF DELIVERABLES – PHASE 4

The deliverables to be provided for this Project Phase shall include the following items:

- Proposed Miscellaneous Service Fees for the water and wastewater system; and
- Miscellaneous Service Fee comparison of existing and proposed fees and fees charged by other neighboring utilities.

Phase 5 – Report Preparation and Presentation

This phase of the project includes the preparation of a report in support of a presentation to the Board for possible action in the establishment of future rates, fees, and charges for the System.

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The following The following is the discussion of the major tasks anticipated for this phase of the Project.

Task 19 – Preparation of Rate Study Report

The results of the above referenced rate study phases will be summarized in a preliminary rate study report. After the review and comment period, Raftelis will finalize the report and recommendations for presentation to the District Board of Supervisors for their consideration. The rate study report will document the study's assumptions and considerations, a summary of the methodologies relied upon in developing the proposed rate and fee structures, as well as our recommendations, findings, and conclusions.

Task 20 – Rate Resolution Assistance

Raftelis will assist the District's legal counsel in updating the rate resolution or tariff to incorporate all recommended changes to the rates, fees, and charges as identified during the rate study process for presentation to the Board of Supervisors (Raftelis will review the rates for consistency but will not prepare the resolution which is a legal document of the District).

Task 21 – Board Presentation

In support of the presentation of the Rate Resolution, Raftelis will prepare a presentation document (PowerPoint) that summarizes our evaluations and presents the necessary support and documentation to consider the adoption of the proposed rates, fees, and charges as presented in the report.

Raftelis will attend one (1) on-site meeting to present the results of the study and to consider the adoption of the proposed rate resolution at a public meeting before the District Board of Supervisors.

Task 22 – Meetings for presentation of results

Several meetings will be required with District staff to complete the scope of services delineated above in the Phase 5 tasks. The activities will include presentations to staff throughout the term of the Project consistent with the project phase and presentations to other interested parties. The following is a discussion of the major tasks anticipated for this phase.

- A. Project Team Meetings: The project team meetings include an allowance for one (1) on-site meeting and one (1) virtual off-site meeting as described below:
 - One (1) on-site meeting assumed to present the results of the study to the Board; and
 - Attendance of one (1) off-site virtual meeting to review Board presentation documents prepared in support of the formal study adoption process.
- B. For the purposes of the development of the cost estimate, an allowance of eight (8) hours per on-site meeting and two (2) hours per off-site meeting by individual Raftelis project team member was assumed; this would include preparation, travel, and meeting attendance where applicable.

LIST OF DELIVERABLES – PHASE 5

The deliverables to be provided for this Project Phase shall include the following items:

- Rate Study Report; and
- Board Public Hearing Presentation Document.

District Staff Assistance

As with any major study performed for a public utility, the staff will be called upon to assist Raftelis to successfully complete the engagement on a timely basis. The following is a list of activities anticipated to be performed by the District with respect to the Project:

1. Compilation of specific customer, operational and facility data and information required to complete the analysis and study;
2. Development of a customer, sales and billing report delineating billed water and wastewater statistics based on data maintained in the utility billing system;
3. Assistance in the formulation of policy decisions for cost allocation and rate design such as rate phasing strategies, capital improvement plan prioritization and proposed rate structure relationships;
4. Providing review and comments on the results of our analyses and draft reports;
5. Assistance in public relations program, scheduling of public meetings, and communication of the results of the project; and
6. Development of the draft rate tariffs / resolutions by the District attorney.

Project Schedule

After the receipt of written notification to proceed by the District, Raftelis will complete the project within 180 days (rate implementation of any proposed rates will be on or about October 1, 2024) and subject to the availability of information provided to Raftelis by the District that is considered as being necessary to conduct our evaluation of the sufficiency of the District's monthly service rates.

Additional Services

During the study, the District may request additional services from Raftelis. Such services will not be conducted until authorized by the District as mutually agreed between the parties and Raftelis. The District will be billed for such additional services based on the direct labor rates as set forth herein and any other direct expenses associated with such additional work based on the standard unit cost rates as shown in Attachment A. Examples of such additional services include, but are not limited to, the following:

1. Attendance at any additional meetings in addition to what is anticipated in this scope of services;
2. Design of other utility rates not referenced in the scope of services;

3. Requests for updated analyses and/or additional financial scenarios after substantial completion of the initial work;
4. Costs incurred due to substantial delays in the duration of the project by the District or major changes in policy as directed by the District that is different from what is implied in the scope of services (which would include changes in scope due to the lack of requested data);
5. Perform other utility management, rate, financial and strategic planning activities not specifically enumerated in the attached scope of services as may be requested by the District from time to time;
6. Multiple revisions to proposed fees or development of new fees for service considered outside of the scope of services identified herein; and/or
7. Delays in the Project schedule which: i) is of no the fault of Raftelis, including delays in the receipt of necessary information from the District to perform the study; ii) may have impacts on analyses performed; and iii) would affect the budget for the scope of services reflected herein.

To the extent additional services are performed by Raftelis for this Project but the total cost of the study, including the additional services, does not exceed the District's budgeted cost for the Project, no additional services will be billed to the District.

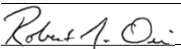
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**CONTRACT No. 19-R0002/PH - Utility Rate Consultant
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL**

PROJECT NAME: Water & Wastewater Rate Study & Misc. Service Fee Analysis FY24 EWD WORK AUTHORIZATON NO. 1
Doc. ID: 15557, BOCC Approved 4/9/19

PROJECT ACTIVITY	Principal / Technical Advisor		Principal / Project Manager		Managing Consultant		Senior Consultant		Senior Rate Analyst		Administrative		Basic Activity \$ AMOUNT	Man Hrs by Activity	Avg Hourly Rate
	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost			
Phase 1 - 2024 Revenue Sufficiency Analysis:															
Task 1 - Data Acquisition and Review	-	\$ 225.00	2	\$ 225.00	6	\$ 173.00	3	\$ 136.00	-	\$ 100.00	1	\$ 63.00	\$ 1,959	12	\$ 163.25
Task 2 - Review of Demand and Customer, Sales and Usage Projections	-	225.00	4	225.00	10	173.00	18	136.00	-	100.00	-	63.00	5,078	32	158.69
Task 2 - Development of Detailed Billing Frequency Analysis	-	225.00	2	225.00	12	173.00	48	136.00	4	100.00	-	63.00	9,454	66	143.24
Task 3 - Development of Water and Wastewater System Revenue Forecast	1	225.00	1	225.00	4	173.00	10	136.00	-	100.00	-	63.00	2,502	16	156.38
Task 4 - Revenue Requirements Analysis	2	225.00	8	225.00	52	173.00	24	136.00	4	100.00	-	63.00	14,910	90	165.67
Task 5 - Identification of Proposed System Rate Adjustments & Customer Impact Analysis	1	225.00	2	225.00	6	173.00	10	136.00	-	100.00	-	63.00	3,073	19	161.74
Task 5 - Prepare Existing / Adopted Rate Comparisons with Other Utilities	-	225.00	-	225.00	1	173.00	-	136.00	6	100.00	-	63.00	773	7	110.43
Task 6 - On-site Meetings - (Allowance for 2 Meetings)	8	225.00	8	225.00	16	173.00	-	136.00	-	100.00	-	63.00	6,368	32	199.00
Task 6 - Off-site (Virtual) Meetings - (Allowance for 3 Meetings)	2	225.00	4	225.00	6	173.00	6	136.00	-	100.00	-	63.00	3,204	18	178.00
Phase 2 - Design Monthly Water and Wastewater Rates for Service:															
Task 7 - Additional Data Acquisition	-	\$ 225.00	-	\$ 225.00	2	\$ 173.00	-	\$ 136.00	-	\$ 100.00	1	\$ 63.00	\$ 409	3	\$ 136.33
Task 7 - Allocate Net Revenue Requirements	1	225.00	4	225.00	14	173.00	8	136.00	-	100.00	-	63.00	4,635	27	171.67
Task 8 - Development of Equivalent Billing Units	1	225.00	2	225.00	10	173.00	4	136.00	-	100.00	-	63.00	2,949	17	173.47
Task 8 - Design Retail Water Rates	1	225.00	3	225.00	14	173.00	2	136.00	-	100.00	-	63.00	3,594	20	179.70
Task 8 - Design Retail Wastewater Rates	1	225.00	3	225.00	14	173.00	2	136.00	-	100.00	-	63.00	3,594	20	179.70
Task 9 - Update Rate Comparison and Rate Impact Comparison Analysis	-	225.00	1	225.00	4	173.00	-	136.00	2	100.00	-	63.00	1,117	7	159.57
Task 10 - On-site Meetings - (Allowance for 1 Meeting)	-	225.00	8	225.00	8	173.00	-	136.00	-	100.00	-	63.00	3,184	16	199.00
Task 10 - Off-site (Virtual) Meetings - (Allowance for 2 Meetings)	2	225.00	4	225.00	4	173.00	4	136.00	-	100.00	-	63.00	2,586	14	184.71
Phase 3 - Water and Wastewater Capital Capacity Charge Development:															
Task 11 - Data Evaluation of Existing System Fixed Assets	-	225.00	2	225.00	6	173.00	24	136.00	-	100.00	-	63.00	4,752	32	\$ 148.50
Task 12 - Review of Levels of Service and Capacity Analysis	2	225.00	4	225.00	10	173.00	-	136.00	-	100.00	-	63.00	3,080	16	192.50
Task 13 - Evaluation of Capital Improvement Program	-	225.00	2	225.00	12	173.00	6	136.00	-	100.00	-	63.00	3,342	20	167.10
Task 14 - Design of Capital Capacity Charges	2	225.00	4	225.00	18	173.00	8	136.00	-	100.00	-	63.00	5,552	32	173.50
Task 15 - Capital Capacity Charge Comparison	-	225.00	-	225.00	1	173.00	-	136.00	6	100.00	-	63.00	773	7	110.43
Task 16 - On-site Meetings - (Allowance for 1 Meeting)	-	225.00	8	225.00	8	173.00	-	136.00	-	100.00	-	63.00	3,184	16	199.00
Task 16 - Off-site (Virtual) Meetings - (Allowance for 2 Meetings)	2	225.00	4	225.00	4	173.00	4	136.00	-	100.00	-	63.00	2,586	14	184.71
Phase 4 - Miscellaneous Service Fee Development:															
Task 17 - Additional Data Acquisition	-	\$ 225.00	1	\$ 225.00	4	\$ 173.00	-	\$ 136.00	-	\$ 100.00	1	\$ 63.00	\$ 980	6	\$ 163.33
Task 17 - Utility Staff Interviews to Identify Process and Cost (included below)	-	225.00	-	225.00	-	173.00	-	136.00	-	100.00	-	63.00	-	-	-
Task 17 - Miscellaneous Fee Comparison	-	225.00	1	225.00	3	173.00	-	136.00	16	100.00	-	63.00	2,344	20	117.20
Task 17 - Design of Miscellaneous Fees	2	225.00	4	225.00	16	173.00	28	136.00	-	100.00	-	63.00	7,926	50	158.52
Task 18 - On-site Meetings - (Allowance for 1 Meeting)	-	225.00	8	225.00	8	173.00	-	136.00	-	100.00	-	63.00	3,184	16	199.00
Task 18 - Off-site (Virtual) Meetings - (Allowance for 2 Meeting)	-	225.00	2	225.00	2	173.00	2	136.00	-	100.00	-	63.00	1,068	6	178.00
Phase 5 - Report Preparation and Presentation:															
Task 19 - Preparation of Rate Study Report	24	\$ 225.00	8	\$ 225.00	32	\$ 173.00	8	\$ 136.00	-	\$ 100.00	12	\$ 63.00	\$ 14,580	84	\$ 173.57
Task 20 - Rate Resolution Assistance	2	225.00	-	225.00	4	173.00	-	136.00	-	100.00	1	63.00	1,205	7	172.14
Task 21 - Board Presentation (Prepare Presentation Document)	1	225.00	6	225.00	8	173.00	-	136.00	-	100.00	2	63.00	3,085	17	181.47
Task 22 - On-site Meetings - (Allowance for 1 Meeting)	-	225.00	8	225.00	8	173.00	-	136.00	-	100.00	-	63.00	3,184	16	199.00
Task 22 - Off-site (Virtual) Meetings - (Allowance for 1 Meeting)	-	225.00	2	225.00	2	173.00	-	136.00	-	100.00	-	63.00	796	4	199.00
Totals															
		55		120		329		219		38		18			779

SUB-TOTAL HOURLY COSTS \$ 131,010
 Out-of-Pocket Expenses (actual cost - not to exceed) \$ 1,180
 Miscellaneous Expenses (Subconsultant) \$ -
NOT TO EXCEED TOTAL MAXIMUM COST \$ 132,190

Firm Name:	Raffelis Financial Consultants, Inc.	ENGLEWOOD WATER DISTRICT		
Signature:	 Robert J. Ori, Executive Vice President (Printed Name and Title)	Department Name	Authorized Signature	Purchasing Coordinator
Date:	December 6, 2023	(Date)	(Printed Name and Title)	(Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

APPENDIX A:

**Agreement to Piggyback Hernando County
Contract No. 19-R00002/PH**

Continuing Professional Services Agreement Utility Rate Consultant



**AGREEMENT TO PIGGYBACK
HERNANDO COUNTY Contract No. 19-R00002/PH
CONTINUING PROFESSIONAL SERVICES AGREEMENT
UTILITY RATE CONSULTANT**

THIS AGREEMENT is made as of **September 19, 2023**, between **ENGLEWOOD WATER DISTRICT**, a Florida Special District, whose address is 201 Selma Ave, Englewood, FL 34223 (hereinafter referred to as the “DISTRICT”), and **RAFTELIS FINANCIAL CONSULTANTS, INC.** whose address is 341 North Maitland Ave., Suite 300, Maitland, FL 32751 (“CONTRACTOR”).

WHEREAS, CONTRACTOR, entered into a Contract dated **April 9, 2019**, with the **Hernando County** (“Contracting Entity”) resulting from the award of the Contracting Entity’s Solicitation RFP No. 19-00002/PH. The Contract documentation is included here as **Attachment A**.

WHEREAS, CONTRACTOR, and Contracting Entity executed **Amendment No. 1** to the Contract on **May 27, 2022** to revise the listed labor rates.

WHEREAS, The DISTRICT has the legal authority to “piggyback” a contract procured by another government entity when seeking to utilize the same or similar services provided by the said contract; and

WHEREAS, the DISTRICT desires to “piggyback” the above referenced Contract (Attachment A) between the CONTRACTOR and the Contracting Entity for utilization of the same or similar services for the services of a Utility Rate Consultant and the Contractor consents to the aforesaid “piggybacking”.

NOW THEREFORE, having found it to be in the public interest,

1. **Affirmation.** The CONTRACTOR affirms and ratifies the terms and conditions of the above referenced Contract with the Contracting Entity and agrees to perform the services set forth herein for the DISTRICT in accordance with the terms of said Contract through the ending date of the Contract, **April 8, 2024**.
2. **Changes.** Services shall be provided in accordance with the terms of the Contract with Contracting Entity except for the following changes. All other terms shall remain.
 - a. **Party Substitution.** References to “Hernando County” shall be replaced with the “Englewood Water District”.
3. **Amendment.** Any Amendments to “piggybacked” Contract between CONTRACTOR and Contracting Entity shall be automatically incorporated into this piggyback Agreement. To include any extensions of the Contract.
4. **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.

5. **Compliance with Laws.** The CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, orders and decrees of any lawful authorities having jurisdiction over the matter at issue including the Florida Public Record Laws, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, TERESA HERZOG, ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, (941) 474-3217; E-MAIL: therzog@ewdfl.com

6. **Notices.** Any notice, demand, communication, or request required or permitted hereunder shall be sent by e-mail, certified mail, return receipt requested, and shall be mailed to:

As to the DISTRICT:

Lisa Hawkins
Finance Director
Englewood Water District
201 Selma Ave
Englewood, FL 34223
Tel: (941) 460-1022
Email: lhawkins@ewdfl.com

As to CONTRACTOR:

Robert Ori
Executive Vice President
Raftelis Financial Consultants, Inc.
341 North Maitland Ave., Suite 300
Maitland, FL 32751
Tel: (407) 628-2600
Email: rori@raftelis.com

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

FOR RAFTELIS FINANCIAL CONSULTANTS, INC.

By: Robert J. Ori

Name: Robert J. Ori

Title: Executive Vice President

FOR ENGLEWOOD WATER DISTRICT

By: RB

Name: Ray Burroughs

Title: Administrator

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONTINUING PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 19-R00002/PH**

This Contract made and entered into this 9th day of APRIL, 2019, by and between the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, located at 20 N. Main Street, Room No. 263, Brooksville, FL 34601 hereinafter referred to as the "COUNTY" and Public Resources Management Group, Inc., located at 341 North Maitland Avenue, Maitland, FL 32751, hereinafter referred to as the "CONSULTANT".

PREMISES

WHEREAS, the COUNTY desires to retain the CONSULTANT to perform Consulting Services for Hernando County; the performance of such services hereinafter referred to as "Task Orders"; and,

WHEREAS, the COUNTY desires to employ the CONSULTANT for the performance of Task Orders and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions; and,

WHEREAS the Consultant has been selected to perform these professional services pursuant to the provisions of Hernando County Purchasing and Contracts Department Policies and Procedures Manual, latest revision,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL

- 1.1 "CONSULTANT" shall be defined herein to include all principals of the firm of Public Resources Management Group, Inc., including full time employees, professionals or otherwise, and all servants, agents, employees and/or Sub-Consultants retained by the CONSULTANT to perform its obligations hereunder. Sub-Consultants shall be reviewed and approved by the COUNTY prior to Notice-to-Proceed with their prospective work assignments.
- 1.2 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the COUNTY a detailed resume of key personnel that will be involved in performing services described in the Assignment as applicable. The COUNTY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the COUNTY for prior approval. Key personnel shall include principals-in-charge, and project managers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.3 The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services contained in each authorized Task Order.
 - 1.3.1 Certain and agreed upon Sub-Consultant Services may constitute a specialized Task Order requiring the independent Sub-Consultant to work directly with the COUNTY.
- 1.4 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment (Task Order).
- 1.5 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

- 1.6 This agreement is for Consultant Services for projects located in Hernando County. It is understood that Consultant Service projects awarded under this agreement will be assigned, provided that; (1) there is no conflict of interest present relating to the project assignment (task order) either by the Consultant or any principal of the Consultant; (2) the Consultants' schedule and/or workload permits completion of the project in the time frame acceptable to the County and (3) the Consultant's cost proposal for completing the assignment (task order) is within the budget available for the work. It is understood that the COUNTY may also elect to competitively select a Professional for a specific and/or specialized project.

SECTION 2 – SCOPE OF SERVICES

The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Assignment/Task Order. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The CONSULTANT agrees to perform those consultant services described in Exhibit A – Scope of Services which is attached hereto and made a part hereof. Services to be provided by the CONSULTANT shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.

2.2 SPECIAL CONSULTING SERVICE

The COUNTY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal amendments to this Contract.

2.3 TASK ORDERS

Services to be provided by the CONSULTANT, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - Task Fee Quotation Proposal, which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.

The County Administrator or his/her designee may authorize Task Orders for services under this Continuing Contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of Policies and Procedures Manual. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the COUNTY's designated representative. Task Order information and supporting documentation shall be forwarded to the COUNTY's Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this Contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the CONSULTANT's Task shall be issued. Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under the Policies and Procedures Manual for Continuing Contracts either initially or through subsequent amendment. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this Continuing Contract.

SECTION 3 – COUNTY'S RIGHTS AND REPONSIBILITIES

The COUNTY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the COUNTY's files, necessary or useful to the CONSULTANT for the performance of the Assignment. All of the documents conveyed by the COUNTY shall be and remain the

property of the COUNTY and shall be returned to the COUNTY upon completion of the Assignment to be performed by the CONSULTANT.

- 3.2 Make COUNTY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the COUNTY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.

SECTION 4 – COMPENSATION

4.1 GENERAL

Compensation to the CONSULTANT for services performed on each Task Order shall be in accordance with one of the following methods of compensation, as defined and indicated herein:

4.1.1 Lump Sum Method

4.1.2 Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Fee Quotation Proposal".

4.2 LUMP SUM METHOD

4.1.3 Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, sub-consultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the COUNTY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.

4.2.2 Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the COUNTY.

4.3 HOURLY RATE PLUS DIRECT COST

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the CONSULTANT plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

- 4.3.1 Direct Costs: Direct costs are Sub-Consultant Costs and Other Direct and Unit Costs as defined in Exhibit B. Direct Sub-Consultant Costs shall be defined as the actual compensation paid to professional and technical Sub-Consultants of the CONSULTANT while such are engaged directly in the performance of the services under this Contract.

- 4.3.2 Hourly Rate Schedule: A schedule of approved hourly rates currently used by the CONSULTANT, including its Sub-Consultants by classifications of personnel likely to be employed to perform services under this Contract is contained in "Exhibit B Schedule of Rates" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the COUNTY prior to being charged.
- 4.3.2.1 Any changes to rates in subsequent years will be adjusted by the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage Earners & Clerical Workers not seasonally adjusted for the percent of change through the month of May of each calendar year. For example, the increase to go into effect on the renewal date of the contract will be the percent change of increase in the CPI-U series between May 2017 and May 2018. The percent change will be effective on the renewal date.
- 4.3.3 Other Direct Costs: Other Direct Costs include the actual costs to the CONSULTANT of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs.
- 4.3.4 Equipment, Materials, and Supplies: This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the CONSULTANT's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00, shall be the property of COUNTY and shall be given to the COUNTY at the termination of this Contract, if requested.
- 4.3.5 Reproductions: This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.
- 4.3.6 Communications and Shipping: This item includes the identifiable long-distance communications, postage and express charges at actual cost.
- 4.3.7 Travel and Subsistence: This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061 (Current Edition).
- 4.3.8 Miscellaneous: This item includes any other identifiable project-related costs and expenses incurred by the CONSULTANT in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.
- 4.3.9 Cost Limitation:
- 4.3.9.1 The total of all Costs actually incurred by the CONSULTANT, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.
- 4.3.9.2 In the event that the CONSULTANT's estimated total Costs for the performance of services under a Task Order are forecasted by the COUNTY or CONSULTANT to exceed the Cost Limitation indicated in the Task Order, the COUNTY and CONSULTANT shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the CONSULTANT or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.

4.3.9.3 The COUNTY is not obligated to reimburse the CONSULTANT for costs incurred in excess of the Cost Limitation indicated for the Task Order and the CONSULTANT shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the CONSULTANT and which shall be paid solely by CONSULTANT. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the CONSULTANT shall continue to perform the required services. The CONSULTANT's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the COUNTY shall be at the CONSULTANT's risk and expense, unless mutually agreeable in writing by the CONSULTANT and the COUNTY.

4.3.10 Task Order Contract Price:

4.3.10.1 The total Task Order Contract Price for each Task Order consists of the sum of the Cost Limitation and the Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 8.

4.3.10.2 In the event any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the CONSULTANT, with the written concurrence of COUNTY, to cause material increase or decrease in the scope of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the CONSULTANT or by the COUNTY for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the CONSULTANT of the County's notification of changed work, unless the County shall grant a further period of time for such request resolution.

4.3.11 Progress Payments to the Consultant:

1. For a Task Order Performed under the Lump Sum Method of compensation, the CONSULTANT will prepare an invoice accompanied with a narrative statement from the CONSULTANT describing the work accomplished by the CONSULTANT during the period covered by the invoice.
2. For a Task Order performed under the Hourly Rate Method of compensation, the CONSULTANT shall submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the COUNTY. All Costs included on the invoices shall be taken from the books of the accounts kept by the CONSULTANT and shall be supported by the CONSULTANT's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the COUNTY's Designated Representative.

4.4 INVOICE PROCESSING

Invoices received by the COUNTY will be processed for payment within thirty (30) days of receipt of FINANCE. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the COUNTY with an explanation of the deficiencies. The COUNTY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the COUNTY. At the end of the thirty (30) day period, the COUNTY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating Hernando County Department.

4.5 PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

4.6 ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the COUNTY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Task Order to this Contract.

SECTION 5 WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT

5.1 WORK COMMENCEMENT

The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed or Purchase Order from the COUNTY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the COUNTY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.

5.2 IMPLEMENTATION SCHEDULE

The CONSULTANT and the COUNTY agree to make every effort to adhere to the schedule established for the various Task Orders described in the Assignment.

In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT shall be entitled to an appropriate extension of the contract time for the specific Task Order.

Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the COUNTY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.

5.3 EXPIRATION

This Contract shall expire five (5) years after the date of execution of this Agreement. This Contract may be extended for one (1) additional five (5) year period; not to exceed ten (10) years maximum, upon written mutual consent of the COUNTY and the CONSULTANT.

5.4 CONTINUING CONTRACT

In accordance with the Policies and Procedures Manual, this is a "Continuing Contract" for Professional Services entered into in accordance with all procedures of this act between the COUNTY and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the COUNTY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the COUNTY.

**SECTION 6
COUNTY'S "DESIGNATED" REPRESENTATIVE**

6.1 GENERAL

The COUNTY hereby designates the County Administrator or his/her designee to represent the COUNTY in all matters pertaining to and arising from the work and performance of this Contract. The County Administrator or designee shall have the following responsibilities.

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- b. Transmission of instructions, receipt of information and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of paragraph 2.3 hereof.

6.2 DESIGNEE

The County Administrator's designee under a contract resulting from RFP 19-R00002/PH shall be the Utilities Department Director.

**SECTION 7
CHANGES IN SCOPE**

The COUNTY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the COUNTY and the CONSULTANT, shall be incorporated by written formal amendment.

**SECTION 8
TERMINATION OF CONTRACT**

8.1 TERMINATION BY COUNTY FOR CAUSE

The COUNTY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.
- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the COUNTY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.

- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of Section 13 herein.
- f. In the event of any of the causes described in Section 8.1, the COUNTY's Designated Representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the COUNTY within fifteen (15) days of the receipt by the CONSULTANT of said show cause notice, the COUNTY may consider the CONSULTANT to be in default and may immediately terminate this Contract.

8.2 TERMINATION BY CONSULTANT FOR CAUSE

The CONSULTANT may cancel this Contract for the following reasons:

- a. The COUNTY fails to meet its obligations and responsibilities as contained in Section 3 – COUNTY's Rights and Responsibilities.
- b. The COUNTY fails to pay the CONSULTANT in accordance with Section 4 – Compensation.
- c. In the event of either of the causes described in Section 8.2, the CONSULTANT may send a certified letter requesting that the COUNTY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the COUNTY of said show cause notice, then the CONSULTANT may consider the COUNTY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY COUNTY WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the COUNTY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the COUNTY's intent to terminate. In the event that a Task Order is terminated, The COUNTY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the COUNTY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the COUNTY may adjust any payment to take into account any additional costs to be incurred by the COUNTY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the COUNTY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the COUNTY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the COUNTY.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the COUNTY at any time. In the event the COUNTY suspends the performance of the CONSULTANT's services hereunder, the COUNTY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and COUNTY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The COUNTY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the COUNTY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the COUNTY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 CLAIMS AND DISPUTES/REMEDIES

9.1 CLAIMS AND DISPUTES

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

9.2 REMEDIES

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the COUNTY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

**SECTION 10
INDEMNITY AND INSURANCE**

10.1 GENERAL

The CONSULTANT agrees, to the fullest extent permitted by Florida law, to indemnify and hold the COUNTY harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT's negligent acts, errors or omissions in the performance of professional services under this Agreement, and those of the CONSULTANT's Sub-Consultants or anyone for whom the CONSULTANT is legally liable.

The COUNTY agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the COUNTY's negligent acts, errors or omissions and those of the COUNTY's Contractors, Sub-Contractors, Consultants or anyone for whom the COUNTY is legally liable, and arising from the project that is the subject of this Agreement.

The CONSULTANT is not obligated to indemnify the COUNTY in any manner whatsoever for the COUNTY's own negligence.

10.2 INSURANCE

The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the COUNTY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the COUNTY.

The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the COUNTY.

The specific requirements of this Contract have been detailed in **RFP 19-R00002/PH**. The specific requirements of the RFQ must be met to be compliant with a Contract resulting from the solicitation process and may include the following:

a. Worker's Compensation

The CONSULTANT will provide Worker's Compensation for all employees at the site location, and in case any work is Sub-Contracted, will require the Sub-Contractor to provide Worker's Compensation for all of its employees. The limits will be statutory for Worker's Compensation and \$500,000 for Employers' Liability.

b. Comprehensive General Liability

The CONSULTANT will provide coverage for all operations including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

c. Comprehensive Automobile Liability

The CONSULTANT will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.

d. Professional Liability Insurance

Annual Professional Liability Insurance will be maintained with coverage in an amount of not less than \$1,000,000 that protects the CONSULTANT to the statutory limits applicable to professional liability.

Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of service performed by the CONSULTANT, or any person or Sub-Contractor

employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of one (1) year after completion of the construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.

e. Certificates of Insurance

The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

Hernando County Purchasing & Contracts Department
1653 Blaise Drive
Brooksville, FL 34601

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

**SECTION 11
NEGOTIATION DATA**

The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the COUNTY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the COUNTY during the period of this Contract and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the COUNTY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the COUNTY.

**SECTION 12
OWNER OF DOCUMENTS**

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the COUNTY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment.

Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to the CONSULTANT; and the COUNTY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the COUNTY and the CONSULTANT.

Any Documents given to or prepared or assembled by the CONSULTANT and its Sub-Contractors under this Contract shall be kept solely as property of the COUNTY and shall not be made available to any individuals or organizations without the prior written approval of the COUNTY.

The CONSULTANT may maintain copies of all work performed under this Contract for the COUNTY.

The CONSULTANT shall not publish any information concerning this project without the prior written consent of the COUNTY.

**SECTION 13
STANDARDS OF CONDUCT**

13.1 CONSULTANT EMPLOYEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 CONSULTANT COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.3 CONFLICT OF INTEREST

The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the COUNTY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.4 REMOVAL OF EMPLOYEE

The COUNTY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the COUNTY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The COUNTY shall notify the CONSULTANT in writing of the COUNTY's objections prior to the CONSULTANT's removal of any employee or representative.

13.5 PUBLICATION

The CONSULTANT shall not publish any documents or release information to the media without prior approval of the COUNTY.

**SECTION 14
ACCESS TO RECORDS/AUDIT**

14.1 RECORDS MAINTENANCE

The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The COUNTY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the COUNTY's expense.

14.2 ACCESS TO RECORDS

The CONSULTANT shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

**SECTION 15
CODES AND DESIGN STANDARDS**

All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

**SECTION 16
ASSIGNABILITY**

The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without such COUNTY approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

**SECTION 17
CONTROLLING LAWS**

This Contract is to be governed by and construed according to the laws of the State of Florida.

**SECTION 18
FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

**SECTION 19
EXTENT OF CONTRACT**

This Contract, together with the RFP 19-R00002/PH, the proposal submitted December 27, 2018, and the Exhibits hereinafter identified and listed in this Section, constitute the entire Agreement between the COUNTY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Services
- Exhibit B: Task Order Fee Quotation Proposal and Standard Hourly Rates
- Exhibit C: Truth in Negotiation Certification Form
- Exhibit D: Insurance Certificate (To be provided at Contract award)

IN WITNESS WHEREOF, the COUNTY and the CONSULTANT have executed this Contract to become effective on the day and year first written above.

Peggy L. Perry
Witness

Public Resources
CONSULTANT: Management Group, Inc.
Robert J. Ovi

COUNTY: Hernando County Board of County Commissioners

Jeff Holcomb
Jeff Holcomb, Chairman

Susan Buens, Deputy Clerk
Attest
For Doug Chorvat, JR., clerk of COURT



EXHIBIT "A"
SCOPE OF SERVICES
FOR
RATE CONSULTANT SERVICES
CONTRACT 19-R00002/PH

1. **SCOPE OF SERVICES:** Consultant Services that are being considered in this Contract include, but are not limited to, a five (5) year Contract with a rate consultant firm to perform the following:
 - 1.1 **Rate Study:** Hernando County desires to maintain rates that recover the cost of service from water, wastewater, and reuse services, miscellaneous charges, and connection fees based solely on the cost of providing the service. A comprehensive rate study is conducted typically every five (5) to ten (10) years. The County's last comprehensive rate study was conducted in 2014. The new study will determine whether revenue is sufficient to meet all present and future operating and capital costs, that charges for services recover the cost of providing the service, and that the rates are designed to provide encouragement for essential domestic use as well as encourage conservation by using a penalty structure for excessive use; however, rate elasticity must be a consideration. Show comparison of rates and fees with other similar utility agencies using accepted industry benchmarks. Provide a simple rate model / study to be used for forecasting and planning. Future rate studies should incorporate the following goals:
 - 1.1.1 Reflect a fair and equitable cost of providing services to customers;
 - 1.1.2 Comply with applicable codes, laws and regulations;
 - 1.1.3 Provide strategies to maintain or improve revenue stability;
 - 1.1.4 Be technically sound, yet easy to administer and understand;
 - 1.1.5 Provide recommendations that are compatible with the existing billing system;
 - 1.1.6 Encourage water conservation without destabilizing revenue;
 - 1.1.7 Avoid large variations in annual rates.
 - 1.2 **Revenue Sufficiency Analysis:** The analysis must provide a multi-year projection (usually five (5) years, but must have the capability to project up to thirty (30) years) of the sufficiency of the utility's revenues to meet all of its current and projected operating expenses, capital expenses, rehabilitation and replacement, bond covenants, and reserve requirements. Evaluate utility fund reserves and compare to other similar utility agencies and accepted industry benchmarks. Propose financing plan options for current and future debt service and major capital improvement projects. The analysis should be able to be used interactively by adjusting parameters including, but not limited to, customer growth, rate increases/decreases, operating expense, capital expense, finance interest rate, investment interest rate, effects of capitalized interest, frequency of financing, and connection fee increases and decreases. The analysis and Consultant will assist in presenting the results to the public, County staff, other consultants and elected officials, which may include demonstrating the effects of changes in variables to management and elected officials. Provide strategies to maintain or improve revenue stability.
 - 1.3 **Bond Financial Feasibility Reports:** On an as needed basis, the Consultant will provide a historical and estimated future projection of the revenue and expenses of the utility to demonstrate the ability of Hernando County to repay the desired borrowing amount(s) and meet all other financial requirements of the system. These reports will be published in the bond offering documents and will require interaction with the firm performing the engineering report, Financial Advisor, Bond Counsel, Rating Agencies, and other members of the County's financing team.
 - 1.4 **Connection & Other Fee Studies:** Review existing connection fees and if necessary develop capital charges that are designed to recover the cost of building water production and wastewater treatment facilities, and distribution and collection systems needed to serve new development. Provide recommendations for restructuring existing and new fees (i.e. impact fees, development fees, capacity fees, etc.) that will ensure recovery of actual cost associated with services and development-related expansion of existing utility system. Prepare a study/analysis and/or report which meets the criteria set forth in Section 163.31801, Florida Statutes (Current Edition), and applicable Florida cases regarding impact fees, including, but not limited to, the requirement that the

calculation of connection fees, impact fees, and/or charges for utility infrastructure necessary to serve new development be based on the most recent and localized data.

- 1.5 Utility System Valuation Reports: On an as needed basis, determine the value of a utility system for potential divestment or acquisition, and express an opinion and financial analysis showing results and if it meets current bond covenants.
- 1.6 Other reports and studies as requested.
- 1.7 A Task Order and Purchase Order will be issued and will set forth specific scope of services and budget for each project. All provisions of the Master Service Contract apply to the Task Order with full force and effect as if appearing in full within each Task Order.



DEPARTMENT OF PURCHASING AND CONTRACTS

1653 BLAISE DRIVE • BROOKSVILLE, FLORIDA 34601

P 352.754.4020 • F 352.754.4199 • W www.HernandoCounty.us

**EXHIBIT "B"
SCHEDULE OF RATES
19-R00002/PH**

PRMG

Position Classifications (Classification titles subject to change)	Hourly Rates
Principal	\$215.00
Associate	\$180.00
Managing Consultant	\$165.00
Supervising Consultant	\$145.00
Senior Consultant	\$130.00
Rate Consultant	\$120.00
Consultant	\$105.00
Senior Rate Analyst	\$95.00
Rate Analyst	\$85.00
Analyst	\$70.00
Assistant Analyst	\$60.00
Administrative	\$60.00

EXHIBIT B TASK FEE QUOTATION PROPOSAL

RATE CONSULTANT SERVICES - CONTRACT NO. 19-R00002/PH TASK ORDER NO.

PROJECT NAME:

PROJECT ACTIVITY	Employee Name		Employee Name		Employee Name		Employee Name		Employee Name		Employee Name		Basic Activity \$ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
	Classification Title		Classification Title		Classification Title		Classification Title		Classification Title		Classification Title				
	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate			

SUB-TOTAL HOURLY COSTS \$ _____

Out-of-Pocket Expenses (actual cost - not to exceed) \$ _____

Miscellaneous Expenses (Subconsultant) \$ _____

NOT TO EXCEED TOTAL LUMP SUM COST \$ _____

Firm Name: <u>Public Resources Management Group, Inc.</u> Signature: _____ _____ (Printed Name and Title) Date: _____	HERNANDO COUNTY Department Name _____ Authorized Signature _____ _____ James S. Wunderle (Date) (Printed Name and Title) Chief Procurement Officer _____ (Date)
---	---

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

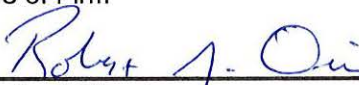
EXHIBIT C – TRUTH IN NEGOTIATION CERTIFICATION
(Applicable to Contracts over \$195,000)

Per FS 287.055 (5) (a) (Current Edition): For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in 287.017 (Current Edition) Category Four.

The Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to the date of final billing or acceptance of the work by the Department, whichever is later.

Public Resources Management Group, Inc.

Name of Firm	
	President
Authorized Signature	Title
March 11, 2019	
Date	



DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE BROOKSVILLE, FLORIDA 34604
P 352.754.4020 F 352.754.4199 W www.HernandoCounty.us

AMENDMENT NO. ONE (1)

TO
CONTRACT No. 19-R00002/PH

FOR

UTILITY RATE CONSULTANT

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for **CONTRACT No. 19-R00002/PH – UTILITY RATE CONSULTANT** - as fully and completely as if the same were fully set forth therein:

1. The labor rates listed for Raftelis Financial Consultants, Inc. as per the attached Exhibit "B" are hereby changed to the above-referenced Contract.
2. All other terms and conditions shall remain the same.

RAFTELIS FINANCIAL CONSULTANTS, INC.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

Robert J. Ori
Authorized Signature

Patty Hall
Patty Hall, CPPR
Purchasing Coordinator

5/25/2022
Date

5/27/22
Date



DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604
P 352.754.4020 • F 352.754.4199 • W www.HernandoCounty.us

EXHIBIT "B"

**SCHEDULE OF RATES
19-R00002/PH**

Raftelis Financial Consultants, Inc.

Position Classifications (Classification titles subject to change)	Current Hourly Rates	Proposed New Hourly Rates
Principal	\$215.00	\$225.00
Associate	\$180.00	\$190.00
Managing Consultant	\$165.00	\$173.00
Supervising Consultant	\$145.00	\$152.00
Senior Consultant	\$130.00	\$136.00
Rate Consultant	\$120.00	\$126.00
Consultant	\$105.00	\$110.00
Senior Rate Analyst	\$95.00	\$100.00
Rate Analyst	\$85.00	\$90.00
Analyst	\$70.00	\$74.00
Assistant Analyst	\$60.00	\$63.00
Administrative	\$60.00	\$63.00

BOARD AGENDA ITEM SUMMARY 7b

MEETING DATE: December 14, 2023

SUBJECT: Carry-over of Funds from FY23 to FY24
V2/V3 Drywall Replacement

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: Lisa Hawkins

DEPT: Finance

ITEM: Request to carry-over funds from FY23 to FY24 – V2/V3 Drywall Replacement

PURPOSE/JUSTIFICATION: **Because there was a delay in completing this work, staff is requesting authorization to carry-over funds from the FY23 budget to FY24 for this previously approved work by DKI Solutions, LLC. This item was on the Hurricane Damage (500550-500-101) budget line for FY23, and staff requests to carry it over to the Vacuum Station R&M (500470-541-101) budget line for FY24. Approval to contract with DKI for these repairs was included on Board Agenda Item Summary 7C of the August 10, 2023 Board Meeting.**

FISCAL IMPACT: 500470-541-101

Budget Amendment required: yes no

V2 Drywall Repairs	\$10,450.02
V2 Specialty Scaffolding	\$11,616.04
V3 Drywall Repairs	\$12,558.76
V3 Specialty Scaffolding	\$11,616.04
Total	<u>\$46,240.86</u>

MOTION: **To approve the carry-over of funds in the amount of \$46,240.86 from FY23 to FY24 for v2/v3 Drywall Repairs to complete this previously approved work. Funds to come from wastewater revenues.**


Prepared By: Lisa Hawkins

Date: December 1, 2023

Approvals:



Administrator



Finance



Technical Support

Water Operations



Wastewater Operations

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

Attachment: Invoices and Purchase Orders



1720 West Division Street
 Ste 48
 Chicago, IL 60622

Invoice	
Date	Invoice #
11/21/2023	INV36266

Bill To
Englewood Water District 201 Selma Ave. Englewood, FL 34223

P.O. Number	DKI Ref. No.	Terms
57253	23-4334-RCS- Englewood Water District- Englewood, FL	Net 30

Description	Amount
DKICS # 23-4334-RCS Contract: 57253 CLIENT NAME Englewood Water District 201 Selma Ave. Englewood, FL 34223 JOB NAME Englewood Water District 510 Stewart Street Englewood, FL 34223 DKICS TAX ID# 27-4429149	12,558.76

If mailing payment, please send to: P.O. Box 8252 Carol Stream, IL 60197-8252			Total	\$ 12,558.76
Phone #	E-mail	Web Site	Please make check payable to DKI Commercial Solutions	
844-354-2255	accounting@dkiservices.com	www.dkiservices.com		

PLEASE NOTE THAT OUR CORPORATE AND REMITTANCE ADDRESSES HAVE CHANGED



Englewood Water District

201 Selma Ave

Englewood FL 34223

Phone: 941-474-3217

Fax: 941-460-1025

Vendor:

DKI Solutions LLC.

P.O. Box 8252

Carol Stream IL 60197

Purchase Order

57253

PO Type: Service

Order Date 08/11/2023

Email: info@englewoodwater.com

Tax ID: 59-0938012

Ship To:

Englewood Water District

201 Selma Ave

Englewood FL 34223

Vendor ID	Vendor Fax Number	Vendor Telephone Number	Terms	Ship Via	
6629		844-354-2255	Net 30		
Line	Qty Ordered	Item Description	Date Required	Unit Price	Extended Price
1	12,558.76	V-3 Drywall Ceiling Repair	08/31/2023	1.00	12,558.76

Remarks: 500470-541-101 V3 Drywall Ceiling Repair Based On Purchase Request 14838.

Order Subtotal: \$12,558.76

Additional Expenses: \$0.00

Order Total: \$12,558.76

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

Signature _____

Date _____



DKI Client Operations

1720 W. Division Street, Ste 48
Chicago, IL 60622
866 .277.2977

Insured: Englewood Water District (DKI)-Stuart St
Property: 510 Stewart St
Englewood, FL 34223
Billing: 1720 W Division Street Ste 48
Chicago, IL 60622

Estimator: DKI Consulant
Business: 1720 W Divison Street Ste 48
Chicago , IL 60622

Contractor:
Company: DKI
Business: 1720 W. Division Street, Ste 48
Chicago,IL 60622

Claim Number: 23-4334-RCS

Policy Number:

Type of Loss:

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 7/25/2023 4:13 PM

Price List: FLSR8X_JUL23
Restoration/Service/Remodel
Estimate: STEWART_ST_REP_20074



DKI Client Operations

1720 W. Division Street, Ste 48
Chicago, IL 60622
866 .277.2977

STEWART_ST_REP_20074

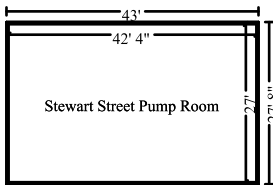
General Items & Conditions

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Commercial Supervision	5.33 HR		0.00	60.00	0.00	0.00	319.80
Totals: General Items & Conditions					0.00	0.00	319.80

Stewart Street

Stewart Street

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
>HAULING							
Tandem axle dump trailer - per load - including dump fees	1.00 EA		260.64	0.00	0.00	52.12	312.76
Total: Stewart Street					0.00	52.12	312.76



Stewart Street Pump Room

Height: 18'

2,496.00 SF Walls	1,143.00 SF Ceiling
3,639.00 SF Walls & Ceiling	1,143.00 SF Floor
127.00 SY Flooring	138.67 LF Floor Perimeter
138.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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>INTERIOR TRESTLE ACTIVITIES

Scaffold - per section (per week)	6.00 WK		0.00	51.21	0.00	61.46	368.72
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This line item was deployed in support of the interior scaffolding activities in order to provide support to the exterior activities. Ceiling Height: 22'
6 (six) Sections of Trestle Scaffolding x 1 week
Calc: (6*1)

[Responsibly apply and update this macro to accommodate the unique loss scenario at hand. Please do this in accord with Actionable Insights' best practices and delete this note upon completing the necessary updates to the calculations and F9 note. For additional perspective and support refer to the applicable Insight Sheet(s) at www.getinsights.org]

Scaffolding Setup & Take down - per hour	8.00 HR		0.00	54.63	0.00	87.40	524.44
--	---------	--	------	-------	------	-------	--------

Trestle Scaffolding Set-up
Trestle Scaffolding Dismantled
Set-up: 2 Tech(s) x 2 Hour(s)
Breakdown: 2 Tech(s) x 2 Hour(s)

Fall protection harness and lanyard (per week)	2.00 WK		0.00	22.00	0.00	8.80	52.80
--	---------	--	------	-------	------	------	-------

Calc: 2 Tech(s) x 1 Week(s)



DKI Client Operations

1720 W. Division Street, Ste 48
Chicago, IL 60622
866 .277.2977

CONTINUED - Stewart Street Pump Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
>PREP							
Floor protection - cardboard and tape	1,143.00 SF		0.67	0.00	0.00	153.16	918.97
<i>cover all pumps from falling debris while R&R of insulation and drywall to protect any debris from fallen inside the pumps. Pumps will be turned off during the repairs</i>							
Detach & Reset Fluorescent light fixture	8.00 EA	97.93	0.00	0.00	0.00	156.68	940.12
>DRYWALL							
Additional cost for high wall or ceiling - over 14' to 20'	1,143.00 SF		0.00	0.89	0.00	203.46	1,220.73
Blown-in insulation - 14" depth - R38	1,143.00 SF		0.00	1.77	0.00	404.62	2,427.73
5/8" mold resistant - hung, taped, floated ready for paint	1,143.00 SF		0.00	2.41	0.00	550.92	3,305.55
>PAINT							
Additional cost for high wall or ceiling - Over 14'	1,143.00 SF		0.00	0.11	0.00	25.14	150.87
Seal/prime (1 coat) then paint (2 coats) the ceiling	1,143.00 SF		0.00	1.25	0.00	285.76	1,714.51
>CLEANING							
Final cleaning - construction - Commercial	1,143.00 SF		0.00	0.22	0.00	50.30	301.76
Totals: Stewart Street Pump Room					0.00	1,987.70	11,926.20
Total: Stewart Street					0.00	2,039.82	12,238.96
Line Item Totals: STEWART_ST_REP_20074					0.00	2,039.82	12,558.76

Grand Total Areas:

2,496.00 SF Walls	1,143.00 SF Ceiling	3,639.00 SF Walls and Ceiling
1,143.00 SF Floor	127.00 SY Flooring	138.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	138.67 LF Ceil. Perimeter
1,143.00 Floor Area	1,189.67 Total Area	2,496.00 Interior Wall Area
2,685.33 Exterior Wall Area	141.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



DKI Client Operations

1720 W. Division Street, Ste 48
Chicago, IL 60622
866 .277.2977

Summary for Dwelling

Line Item Total	10,518.94
Overhead	1,019.91
Profit	1,019.91
Replacement Cost Value	\$12,558.76
Net Claim	\$12,558.76

DKI Consulant



Completion of Satisfaction for Services Rendered

Insured: Englewood Water District | Stuart St - DKI

Loss Address: 501 Stuart St, Englewood, FL

Phone Number: Alternate Number:

Claim Number: 23-4334-RCS Policy Number:

I, Ron Franklin hereby state that FP PROPERTY RESTORATION has completed repairs at the address listed above to my satisfaction. As the Insured/Owner/Agent of the above listed property, I authorize Insurance Company to add FP PROPERTY RESTORATION to the check.

By signing this document, I agree to cooperate with FP PROPERTY RESTORATION, the insurance company and any other responsible parties in regard to obtaining and securing payment for work performed at my property listed above.

All workmanship is guaranteed for three (3) years.

Ronald Franklin (Nov 7, 2023 14:35 EST) Property Owner Signature

11/6/2023 Date

Ron Franklin Property Owner Printed Name

Date

Signature of FP PROPERTY RESTORATION

11/6/2023 Date

Survey: 1 =Very Satisfactory 2 =Unsatisfactory 3 =Neutral 4 =Satisfactory 5=Very Satisfactory

- 1. Were the employees professional?
2. Overall, how satisfied were you with the contractor?
3. Was the work completed in the timeframe communicated?
4. How satisfied are you with the referral program offered by your insurance company?

Comments:







FP COS Blank (8)

Final Audit Report

2023-11-07

Created:	2023-11-07
By:	Kyle Gill (kgill@fprestation.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWLR-ap4Hg_88ddf27xt8O7Fg61phSLpN

"FP COS Blank (8)" History

-  Document created by Kyle Gill (kgill@fprestation.com)
2023-11-07 - 7:33:35 PM GMT
-  Document emailed to rfranklin@ewdf.com for signature
2023-11-07 - 7:33:56 PM GMT
-  Email viewed by rfranklin@ewdf.com
2023-11-07 - 7:34:39 PM GMT
-  Signer rfranklin@ewdf.com entered name at signing as Ronald Franklin
2023-11-07 - 7:35:40 PM GMT
-  Document e-signed by Ronald Franklin (rfranklin@ewdf.com)
Signature Date: 2023-11-07 - 7:35:42 PM GMT - Time Source: server
-  Agreement completed.
2023-11-07 - 7:35:42 PM GMT

Robert Patton
FP Property Restoration
6/6/2023 | 35 Photos



SA-23-2007 -REP DKI Drury Lane

Section 1



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 1:43pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 1:59pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 1:59pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 1:59pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 1:59pm
Creator: Robert Patton
Tags: utility room



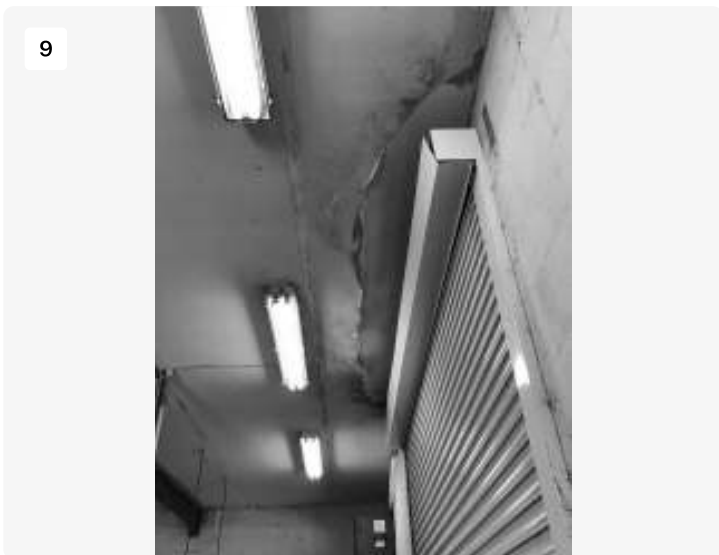
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Date: 6/6/2023, 1:59pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 1:59pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 1:59pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

10



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

11



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

12



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

13



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

14



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

15



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

16



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

17



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

18



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

19



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

20



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

21



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

22



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

23



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:01pm
Creator: Robert Patton
Tags: utility room

24



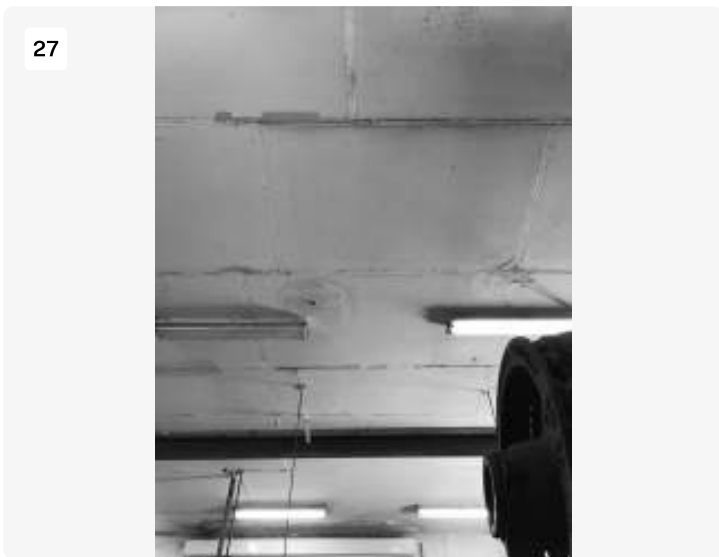
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Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:01pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:01pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:01pm
Creator: Robert Patton
Tags: utility room

28



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:01pm
Creator: Robert Patton
Tags: Carport

29



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:02pm
Creator: Robert Patton
Tags: Carport

30



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:02pm
Creator: Robert Patton
Tags: Carport



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:02pm
Creator: Robert Patton
Tags: Carport



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:02pm
Creator: Robert Patton
Tags: Carport



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:02pm
Creator: Robert Patton
Tags: Carport



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Date: 6/6/2023, 2:02pm
Creator: Robert Patton
Tags: Carport



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:02pm
Creator: Robert Patton
Tags: Carport



1720 West Division Street
 Ste 48
 Chicago, IL 60622

Invoice	
Date	Invoice #
11/21/2023	INV36267

Bill To
Englewood Water District 201 Selma Ave. Englewood, FL 34223

P.O. Number	DKI Ref. No.	Terms
57385	23-4334-RCS-B- Englewood Water District- Englewood, FL	Net 30

Description	Amount
DKICS # 23-4334-RCS-B Contract: 57385 CLIENT NAME Englewood Water District 201 Selma Ave. Englewood, FL 34223 JOB NAME Englewood Water District 510 Stewart Street Englewood, FL 34223 DKICS TAX ID# 27-4429149	11,616.04

If mailing payment, please send to: P.O. Box 8252 Carol Stream, IL 60197-8252			Total	\$ 11,616.04
Phone #	E-mail	Web Site	Please make check payable to DKI Commercial Solutions	
844-354-2255	accounting@dkiservices.com	www.dkiservices.com		

PLEASE NOTE THAT OUR CORPORATE AND REMITTANCE ADDRESSES HAVE CHANGED



Englewood Water District

201 Selma Ave

Englewood FL 34223

Phone: 941-474-3217

Fax: 941-460-1025

Vendor:

DKI Solutions LLC.

P.O. Box 8252

Carol Stream IL 60197

Purchase Order

57385

PO Type: Service

Order Date 09/15/2023

Email: info@englewoodwater.com

Tax ID: 59-0938012

Ship To:

Englewood Water District

201 Selma Ave

Englewood FL 34223

Vendor ID	Vendor Fax Number	Vendor Telephone Number	Terms	Ship Via	
6629		844-354-2255	Net 30		
Line	Qty Ordered	Item Description	Date Required	Unit Price	Extended Price
1	11,616.04	V-3 Drywall Ceiling Repair Change Order - Specialty Scaffolding Required	09/14/2023	1.00	11,616.04

Remarks: 500470-541-101 V3 Drywall Ceiling Repair Change Order Based On Purchase Request 14965.

Order Subtotal: \$11,616.04

Additional Expenses: \$0.00

Order Total: \$11,616.04

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

**Bee Ling
Wheaton**

Digitally signed
by Bee Ling
Wheaton
Date: 2023.09.15
10:40:22 -04'00'

Signature

n

Date

1720 W. Division Street, Ste
48 Chicago, IL 60622



September 6, 2023

PROJECT: Englewood Water District Stuart Street
510 Stuart St
Englewood, FL 34223

RE: DKI #23-4334-RCS Change Order Request

SCOPE OF WORK

This is a change order to include additional work at Stuart Street for scaffolding set-up and take down in replacing the drywall in the building. Attached is the estimate outlining the details.

CHANGE ORDER TOTAL \$11,616.04

*The change order cost will be added to the balance due at completion of work.

DKI Project Consultant: Latoya Saunders
lsaunders@dkiservices.com
(754) 332-3042

DKI Service Provider: FP Restoration

Please complete and sign to approve the change in scope of work for **\$11,616.04**.

DKI Consultant

Name: Latoya Saunders
Title: Associate Consultant
Signed: Latoya Saunders
Date: 9/6/2023

Englewood Water District Representative

Name: RAY BURROUGHS
Title: ADMINISTRATOR
Signed: [Signature]
Date: 9/8/23

ΔDKI **DKI Client Operations**

1720 W. Division Street, Ste 48
Chicago, IL 60622
866.277.2977

Insured: Englewood Water District (DKI)-Stuart St
Property: 510 Stewart St
Englewood, FL 34223
Billing: 1720 W Division Street Ste 48
Chicago, IL 60622

Claim Rep.: UNKNOWN

Estimator: DKI Consulant
Business: 1720 W Divison Street Ste 48
Chicago , IL 60622

Contractor:
Company: DKI
Business: 1720 W. Division Street, Ste 48
Chicago,IL 60622

Claim Number: 23-4334-RCS-STRT -
CH ORDER

Policy Number:

Type of Loss:

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 7/25/2023 4:13 PM

Price List: FLSR8X_JUL23
Restoration/Service/Remodel
Estimate: STEWART_ST_REP_SUP_2



DKI Client Operations

1720 W. Division Street, Ste 48
Chicago, IL 60622
866.277.2977

STEWART_ST_REP_SUP_2

Stewart Street



Stewart Street Pump Room

Height: 18'

2,496.00 SF Walls	1,143.00 SF Ceiling
3,639.00 SF Walls & Ceiling	1,143.00 SF Floor
127.00 SY Flooring	138.67 LF Floor Perimeter
138.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>INTERIOR TRESTLE ACTIVITIES						
SUPPLEMENT 8/25/2023-Scaffolding rental						
Scaffolding (Bid Item)	1.00 EA	0.00	9,680.04	0.00	1,936.00	11,616.04
<i>Simbelt Rentals is to erect and dismantle a 10'W x 24'L x 10'H connected to 3'10"W x 25'L x 10'H systems scaffolding on left and back walls as you come in the man doors to form an L-shaped system around elevated piping.</i> <i>Simbelt Rentals is to erect and dismantle a 15'W x 20'L x 10'H systems scaffolding on right side of elevated piping as you come in the man doors.</i> <i>System is to fully plank in a dance floor style system. Scaffolding is to be fully equipped with guard rails and toe board with one ladder access point.</i>						
Totals: Stewart Street Pump Room				0.00	1,936.00	11,616.04
Total: Stewart Street				0.00	1,936.00	11,616.04
Line Item Totals: STEWART_ST_REP_SUP_2				0.00	1,936.00	11,616.04

Grand Total Areas:

2,496.00 SF Walls	1,143.00 SF Ceiling	3,639.00 SF Walls and Ceiling
1,143.00 SF Floor	127.00 SY Flooring	138.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	138.67 LF Ceil. Perimeter
1,143.00 Floor Area	1,189.67 Total Area	2,496.00 Interior Wall Area
2,685.33 Exterior Wall Area	141.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



DKI Client Operations

1720 W. Division Street, Ste 48
Chicago, IL 60622
866.277.2977

Summary for Dwelling

Line Item Total	9,680.04
Overhead	968.00
Profit	968.00
Replacement Cost Value	\$11,616.04
Net Claim	\$11,616.04

DKI Consultant



DKI Client Operations

1720 W. Division Street, Ste 48
Chicago, IL 60622
866.277.2977

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)
Line Items	968.00	968.00
Total	968.00	968.00



DKI Client Operations

1720 W. Division Street, Ste 48
Chicago, IL 60622
866.277.2977

Recap by Room

Estimate: STEWART_ST_REP_SUP_2

Area: Stewart Street

Stewart Street Pump Room

9,680.04 100.00%

Area Subtotal: Stewart Street

9,680.04 100.00%

Subtotal of Areas

9,680.04 100.00%

Total

9,680.04 100.00%



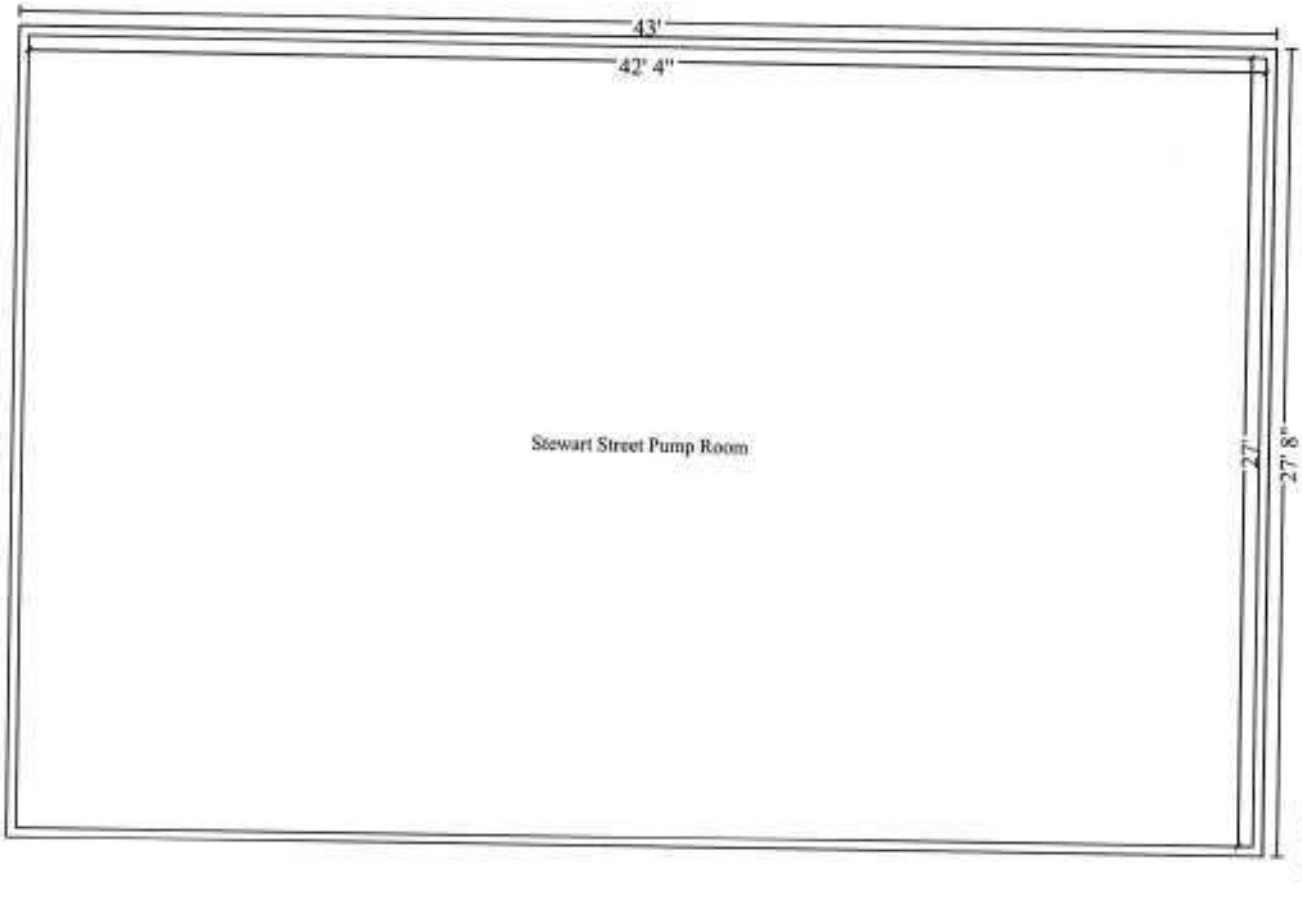
DKI Client Operations

1720 W. Division Street, Ste 48
Chicago, IL 60622
866.277.2977

Recap by Category

O&P Items	Total	%
SCAFFOLDING	9,680.04	83.33%
O&P Items Subtotal	9,680.04	83.33%
Overhead	968.00	8.33%
Profit	968.00	8.33%
Total	11,616.04	100.00%

Stewart Street



Stewart Street



Completion of Satisfaction for Services Rendered

Insured: Englewood Water District | Stuart St - DKI

Loss Address: 501 Stuart St, Englewood, FL

Phone Number: Alternate Number:

Claim Number: 23-4334-RCS Policy Number:

I, Ron Franklin hereby state that FP PROPERTY RESTORATION has completed repairs at the address listed above to my satisfaction. As the Insured/Owner/Agent of the above listed property, I authorize Insurance Company to add FP PROPERTY RESTORATION to the check.

By signing this document, I agree to cooperate with FP PROPERTY RESTORATION, the insurance company and any other responsible parties in regard to obtaining and securing payment for work performed at my property listed above.

All workmanship is guaranteed for three (3) years.

Ronald Franklin (Nov 7, 2023 14:35 EST)
Property Owner Signature

11/6/2023
Date

Ron Franklin
Property Owner Printed Name

Date

Signature of FP PROPERTY RESTORATION

11/6/2023
Date

Survey: 1 =Very Satisfactory 2 =Unsatisfactory 3 =Neutral 4 =Satisfactory 5=Very Satisfactory

- 1. Were the employees professional?
2. Overall, how satisfied were you with the contractor?
3. Was the work completed in the timeframe communicated?
4. How satisfied are you with the referral program offered by your insurance company?

Comments:







FP COS Blank (8)

Final Audit Report

2023-11-07

Created:	2023-11-07
By:	Kyle Gill (kgill@fprestation.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWLR-ap4Hg_88ddf27xt8O7Fg61phSLpN

"FP COS Blank (8)" History

-  Document created by Kyle Gill (kgill@fprestation.com)
2023-11-07 - 7:33:35 PM GMT
-  Document emailed to rfranklin@ewdf.com for signature
2023-11-07 - 7:33:56 PM GMT
-  Email viewed by rfranklin@ewdf.com
2023-11-07 - 7:34:39 PM GMT
-  Signer rfranklin@ewdf.com entered name at signing as Ronald Franklin
2023-11-07 - 7:35:40 PM GMT
-  Document e-signed by Ronald Franklin (rfranklin@ewdf.com)
Signature Date: 2023-11-07 - 7:35:42 PM GMT - Time Source: server
-  Agreement completed.
2023-11-07 - 7:35:42 PM GMT

Robert Patton
FP Property Restoration
6/6/2023 | 35 Photos



SA-23-2007 -REP DKI Drury Lane

Section 1



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 1:43pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 1:59pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 1:59pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 1:59pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 1:59pm
Creator: Robert Patton
Tags: utility room



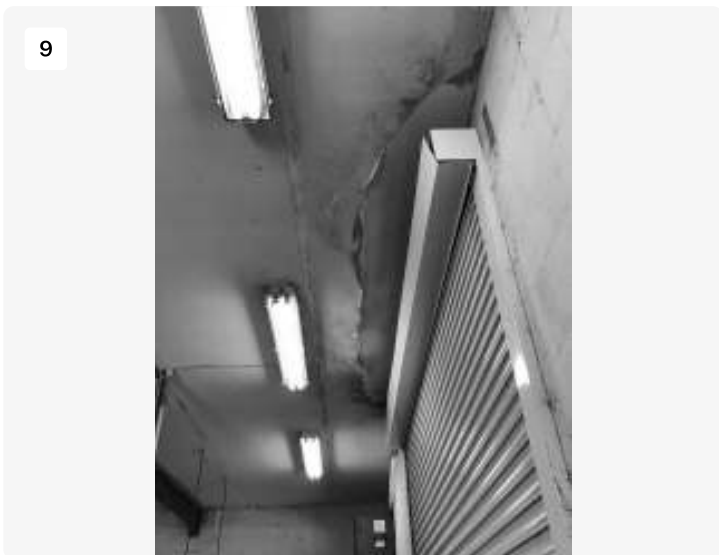
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Date: 6/6/2023, 1:59pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 1:59pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 1:59pm
Creator: Robert Patton
Tags: utility room



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

10



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

11



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

12



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

13



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

14



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

15



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

16



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

17



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

18



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

19



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

20



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

21



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

22



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:00pm
Creator: Robert Patton
Tags: utility room

23



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:01pm
Creator: Robert Patton
Tags: utility room

24

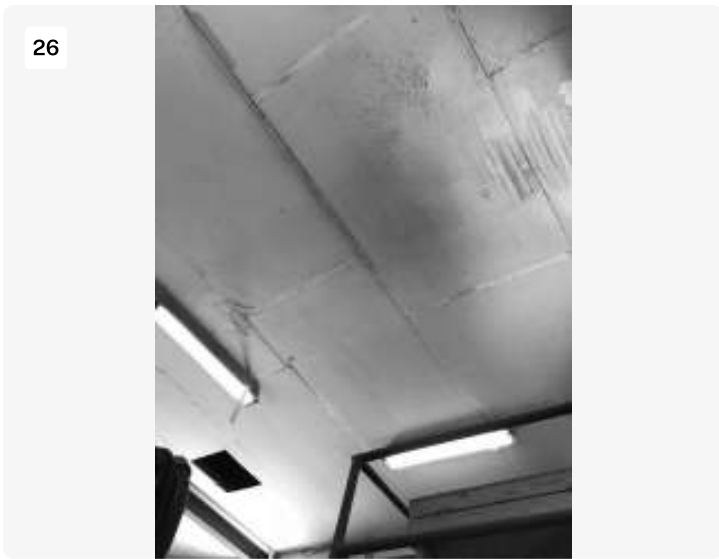


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Tags: utility room



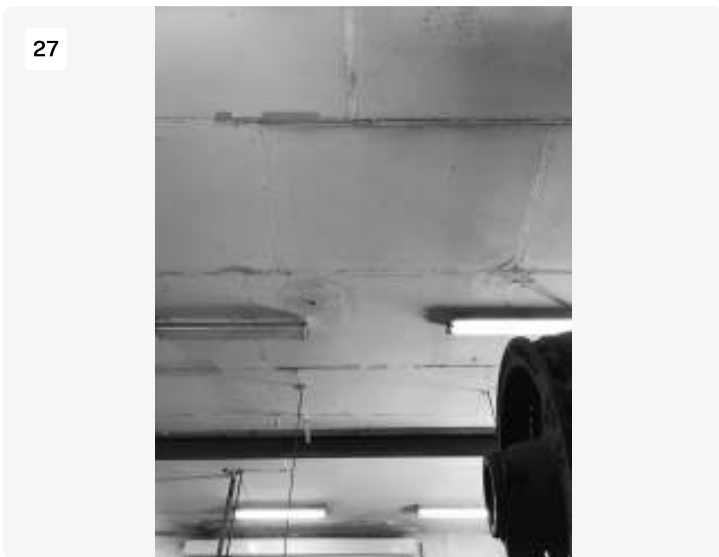
25

Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:01pm
Creator: Robert Patton
Tags: utility room



26

Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:01pm
Creator: Robert Patton
Tags: utility room



27

Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:01pm
Creator: Robert Patton
Tags: utility room

28



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:01pm
Creator: Robert Patton
Tags: Carport

29



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:02pm
Creator: Robert Patton
Tags: Carport

30



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:02pm
Creator: Robert Patton
Tags: Carport



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:02pm
Creator: Robert Patton
Tags: Carport



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Date: 6/6/2023, 2:02pm
Creator: Robert Patton
Tags: Carport



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Date: 6/6/2023, 2:02pm
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Date: 6/6/2023, 2:02pm
Creator: Robert Patton
Tags: Carport



Project: SA-23-2007-REP (DKI)
Date: 6/6/2023, 2:02pm
Creator: Robert Patton
Tags: Carport



Englewood Water District

201 Selma Ave

Englewood FL 34223

Phone: 941-474-3217

Fax: 941-460-1025

Vendor:

DKI Solutions LLC.

P.O. Box 8252

Carol Stream IL 60197

Purchase Order

57792

PO Type: Service

Order Date 11/29/2023

Email: info@englewoodwater.com

Tax ID: 59-0938012

Ship To:

Englewood Water District

201 Selma Ave

Englewood FL 34223

Vendor ID	Vendor Fax Number	Vendor Telephone Number	Terms	Ship Via		
6629		844-354-2255	Net 30			
Line	Qty Ordered	Item Description	Date Required	Unit Price	Extended Price	
1	12,558.76	V-3 Drywall Ceiling Repair		11/29/2023	1.00	12,558.76

Remarks: 500470-541-101. Replacing PO 57253 from FY23 to pay invoice.

Order Subtotal: \$12,558.76

Additional Expenses: \$0.00

Order Total: \$12,558.76

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

Signature _____

Date _____



Englewood Water District

201 Selma Ave

Englewood FL 34223

Phone: 941-474-3217

Fax: 941-460-1025

Vendor:

DKI Solutions LLC.

P.O. Box 8252

Carol Stream IL 60197

Purchase Order

57812

PO Type: Service

Order Date 11/30/2023

Email: info@englewoodwater.com

Tax ID: 59-0938012

Ship To:

Englewood Water District

201 Selma Ave

Englewood FL 34223

Vendor ID	Vendor Fax Number	Vendor Telephone Number	Terms	Ship Via	
6629		844-354-2255	Net 30		
Line	Qty Ordered	Item Description	Date Required	Unit Price	Extended Price
1	11,616.04	V-2 Drywall Celining Repair Change Order - Speciality Scaffolding Required	11/30/2023	1.00	11,616.04

Remarks: 500550-500-101. Replacing PO 57386. Work was done in FY23, waiting to be signed off and invoiced after carport has been installed.

Order Subtotal: \$11,616.04

Additional Expenses: \$0.00

Order Total: \$11,616.04

- 1. Invoices must have the same prices & terms as this Purchase Order (PO) and must include this PO number. Authorization for changes must be received in writing from our company prior to shipping.**
- Goods not in accordance with specifications will be rejected and held at vendor's risk for disposal. Vendor must pay freight on all rejects.
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 - In the event of interruption to our business in whole or in part, for reasons beyond our control, we reserve the right to cancel the undelivered part of this order.
 - Acceptance of this purchase order or shipment of any part of it constitutes an agreement to all of its specifications as to terms, delivery, and prices.
 - All invoices must include Purchase Order Number in order to be processed in timely manner.

Signature _____

Date _____



Englewood Water District

201 Selma Ave

Englewood FL 34223

Phone: 941-474-3217

Fax: 941-460-1025

Vendor:

DKI Solutions LLC.

P.O. Box 8252

Carol Stream IL 60197

Purchase Order

57819

PO Type: Service

Order Date 12/01/2023

Email: info@englewoodwater.com

Tax ID: 59-0938012

Ship To:

Englewood Water District

201 Selma Ave

Englewood FL 34223

Vendor ID	Vendor Fax Number	Vendor Telephone Number	Terms	Ship Via	
6629		844-354-2255	Net 30		
Line	Qty Ordered	Item Description	Date Required	Unit Price	Extended Price
1	11,616.04	V-2 Drywall Celining Repair Change Order - Speciality Scaffolding Required	12/01/2023	1.00	11,616.04

Remarks: 500470-541-101. Replacing PO 57386. Work was done in FY23, waiting to be signed off and invoiced after carport has been installed.

Order Subtotal: \$11,616.04

Additional Expenses: \$0.00

Order Total: \$11,616.04

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

Signature _____

Date _____



Englewood Water District

201 Selma Ave

Englewood FL 34223

Phone: 941-474-3217

Fax: 941-460-1025

Vendor:

DKI Solutions LLC.

P.O. Box 8252

Carol Stream IL 60197

Purchase Order

57820

PO Type: Service

Order Date 12/01/2023

Email: info@englewoodwater.com

Tax ID: 59-0938012

Ship To:

Englewood Water District

201 Selma Ave

Englewood FL 34223

Vendor ID	Vendor Fax Number	Vendor Telephone Number	Terms	Ship Via	
6629		844-354-2255	Net 30		
Line	Qty Ordered	Item Description	Date Required	Unit Price	Extended Price
1	10,450.02	V-2 Drywall Ceiling Repair	12/01/2023	1.00	10,450.02
2	5,346.00	V-2 Generator Carport Replacement	12/01/2023	1.00	5,346.00

Remarks: 500470-541-101. Replacing PO 57250. Work was done in FY23, except for carport. Still waiting for completion of carport and to be invoiced.

Order Subtotal: \$15,796.02

Additional Expenses: \$0.00

Order Total: \$15,796.02

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

Signature

Date

BOARD AGENDA ITEM SUMMARY 7c

MEETING DATE: December 14, 2023

SUBJECT: Wellen Park Sale & Purchase Agreement

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPT.: **Technical Support**

ITEM **Wellen Park Sale & Purchase Agreement**

PURPOSE / JUSTIFICATION: **This agreement is for approximately 44.8286 acres where the new North Water Reclamation Facility is to be built. The purchase price of the property shall be in the amount of 1,250 ERC fees that shall include wastewater plant & transmission fees and wastewater accrued guaranteed revenue fees. The agreement has been reviewed by EWD Staff and District Counsel and is found to be acceptable.**

MOTION: **To authorize the Chair to sign and Secretary to the Board attest, the Wellen Park Sale & Purchase Agreement.**

Prepared By: **Teresa Herzog**

Date: **December 8, 2023**

Approvals



Administrator

Finance

Technical Support

Water Operations

Wastewater Operations

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

ATTACHMENTS **Wellen Park Sale & Purchase Agreement**
Sketch of Description

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (the "Agreement") shall be effective as of the Effective Date (defined below) and is being entered into by and between WINCHESTER FLORIDA RANCH, LLLP, a Florida limited liability limited partnership, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (hereinafter referred to as "Grantor"), and ENGLEWOOD WATER DISTRICT, an independent special district of the State of Florida whose address is 201 Selma Avenue, Englewood, Florida 34223 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain real property located in Sarasota County, Florida depicted on **Exhibit "A"** which is attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Grantor desires to sell the Property to Grantee and Grantee wishes to purchase the Property from Grantor, pursuant to and in accordance with the terms and conditions as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, benefits, and agreements contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, it is hereby agreed as follows:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein and made a part hereof by this reference.

Section 2. Sale of the Property. Subject to and in accordance with the terms and conditions of this Agreement, Grantor hereby agrees to sell and convey the Property to Grantee, and Grantee hereby agrees to purchase and accept the Property from Grantor.

Section 3. Effective Date. The effective date ("Effective Date") of this Agreement shall be the date when the last of the parties hereto has executed this Agreement and delivered it to the other party.

Section 4. Purchase Price. The purchase price ("Purchase Price") of the Property shall be in the amount of One Thousand Two Hundred Fifty (1,250) Equivalent Residential Connection Fees which shall include Wastewater Plant and Transmission fee and Wastewater Accrued Guaranteed Revenue Fee, all as defined by the Englewood Water District's Resolution No. 21-09-02C, subject to adjustments and prorations as set forth herein.

Section 5. Intended Use. Grantee intends to acquire the Property for the construction, operation, and maintenance of a wastewater treatment plant, including appurtenant or associated works, facilities and improvements, which may include, but are not limited to, and other public buildings and facilities, internal roadways and parking facilities, utilities, landscaping, and drainage.

Section 6. Inspection and Appraisal Period. Grantee shall have One Hundred Eighty (180) calendar days from the Effective Date to inspect the condition of the Property (the "Inspection Period"). During the Inspection Period, Grantee may make inspections or, at Grantee's sole expense, have additional appraisals and inspections of the Property made by appropriately licensed and, where applicable, insured professionals. Such inspections may include a Phase I Environmental Site Assessment that may include laboratory analysis of soil, surface water, ground water, and air samples taken on or within the Property. Unless Grantee terminates this Agreement as provided herein, Grantee shall be deemed to have accepted the Property for all intents and purposes as suitable for the herein generally described intended uses of said Property. Notwithstanding the foregoing, Grantee shall have the right, in its sole and absolute discretion, for any reason or no reason to terminate this Agreement by providing Grantor written notice of such termination at any time prior to the expiration of the Inspection Period, and upon issuance of such written notice of termination, this Agreement shall be null and void. If Grantee terminates this Agreement pursuant to this Section, Grantee shall pay in full the cost of all inspections, reports, surveys and tests of any kind resulting from Grantee's inspection so that no person, firm or entity shall have the right to file a lien on the Property. Copies of proof of such payment shall be sent to Grantor with or in a reasonable time after the notice of termination.

6.1 Grantee or Grantee's agents shall not conduct any inspection so as to cause substantive damage to the Property, except damage reasonably resulting from environmental testing, including test wells, percolation tests and soil borings, but if any such damage occurs, Grantee shall restore, if and to the extent it is reasonably possible, the Property to a condition approximately and reasonably similar to that which existed before such testing within thirty (30) days after: (a) issuance of a notice of termination, if any, or (b) failure to close for any reason at Closing.

6.2 Subject to and without waiver or expansion of Section 768.28, Florida Statutes, Grantee agrees to indemnify, defend (by counsel reasonably satisfactory to Grantor), save and hold harmless Grantor from and against any and all losses, claims, damages, liabilities or expenses (including reasonable attorneys' fees and costs through all appellate levels) related to, any damage growing out of or arising from the entry on or investigation of the Property by Grantee and any authorized agents of Grantee. This provision shall survive the Closing or the termination of this Agreement.

Section 7. Purchase As-Is. Grantee acknowledges to and agrees with Grantor that Grantee is purchasing the Property in an "As Is" condition "with all faults" and specifically and expressly, without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Grantor, except as otherwise set forth in this Agreement. Grantee acknowledges that Grantee has not relied, and is not relying, upon any information, document, sales brochures or other literature (whether express or implied, or oral or written, or material or immaterial) that may have been given by or made by or on behalf of the Grantor, except as provided in or pursuant to this Agreement.

7.1 Grantee acknowledges and agrees with Grantor that with respect to the Property, Grantor has not, does not and will not make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition,

merchantability, habitability or fitness for a particular use, or with respect to the value, profitability or marketability of the Property, except as are required to be provided pursuant to this Agreement.

Section 8. Survey. Within thirty (30) days of the Effective Date, Grantee shall, at Grantee's expense, obtain and deliver to Grantor and Title Agent a signed and sealed survey of the Property, which survey shall list and depict all plottable title exceptions listed on the Title Insurance Commitment to be provided hereunder (the "Survey"). The legal description from the survey shall be the legal description attached to the Deed at Closing.

Section 9. Title Insurance and Title Review. Within thirty (30) days of the Effective Date, Grantor shall obtain, at Grantor's expense, a title insurance commitment covering the Property ("Title Insurance Commitment") issued by Mattamy Homes Title Agency, LLC, ("Title Agent") as agent for First American Title Insurance Company (the "Title Company") and legible copies of all exceptions to the title contained in Schedule B-II of the Title Insurance Commitment. The Title Insurance Commitment shall reflect insurance coverage in the amount of the Purchase Price and identify the Grantee as the proposed insured, and shall include no restrictions, easements, encumbrances or other title exceptions which would prevent the use of the Property as a wastewater treatment plant in Grantee's sole opinion.

9.1 **Endorsements.** The Title Insurance Commitment and Policy shall reflect only the Permitted Exceptions (as hereinafter defined) and shall have all of the standard "printed form" exceptions and the "gap" exception deleted at the Closing, including all taxes as have been prorated and paid pursuant to Section 196.295, Florida Statutes, and the survey exception. The effective coverage date of the Title Insurance Commitment shall thereafter be updated, by endorsement, at Grantor's expense, to a date not more than ten (10) days before the Closing. Grantor shall pay all title insurance premiums, title search charges and other costs charged in connection with the Title Insurance Commitment.

9.2 **Review of Title.** Grantee shall notify Grantor in writing within ten (10) business days after the Grantee has received both: (a) the survey of the Property and (b) the Title Insurance Commitment and legible copies of all exceptions, or any endorsement to the Title Insurance Commitment, of any exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in title to the Property which, in the opinion of Grantee or Grantee's General Counsel, render or may render Grantor's title to the Property not usable for its intended use, unmarketable or uninsurable ("Title Defects") for the Grantee's intended use of the Property. Except for such objections attributable to matters, documents or instruments recorded or enacted, or issued or approved by governmental agencies or otherwise subsequent to the effective date of the Title Insurance Commitment or endorsements thereto, any objections not raised by Grantee to Grantor, in writing during the ten (10) business day review period shall be deemed to have been waived by Grantee for all purposes thereof; and Grantee shall not be entitled to any other damages or remedies with respect to such waived items, if any.

9.3 **Title Defects.** Grantor may elect to cure Title Defects and if so elected shall have thirty (30) calendar days from the receipt of the Title Defects in order to cure all of the Title Defects which make title to the Property unmarketable, uninsurable or not usable for Grantee's intended purpose. Any item revealed on the survey which is not a Permitted Exception shall be

deemed a Title Defect. Grantor agrees to use due diligence, good faith and its best efforts in attempting to remove such Title Defects. In the event Grantor should elect not to cure Title Defects, or if it so elects but is unable to cure any one or more of the Title Defects within the thirty (30) day cure period, or is unable to convey to Grantee title to the Property at the Closing in accordance with the provisions of this Agreement, Grantee shall have the right, but not the obligation, to attempt to cure such Title Defects for an additional ten (10) day cure period after receipt of notice of the Grantor's election not to cure or if the Grantor elects to cure but is unable, then at the end of Grantor's thirty (30) day cure period. If, after the expiration of either cure period, as the case may be, the Title Defects cannot be cured, or if Grantor is unable to convey to Grantee title to the Property at the Closing in accordance with the provisions of this Agreement, Grantee shall have the following rights: (i) to accept whatever title Grantor is able to convey without any abatement or reduction in the Purchase Price, in which case Grantor shall convey such title of the Property to Grantee, or (ii) to reject title to the Property. Grantee shall not be entitled to any other rights or remedies, except as provided herein. If Grantee shall reject title under subsection (ii) above, this Agreement shall terminate. In the event Grantee proceeds to close, the Exceptions set forth in Schedule B-II of the Title Commitment to which the Grantee has not filed a notice of Title Defect, or which Grantor has not, after receiving Grantee's notice of Title Defect, cured such defects, or which Title Defects Grantee has waived, in writing, shall be collectively referred to as the "Permitted Exceptions".

9.4 Additional Matters. Grantee shall not be entitled to object at the Closing to the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter provided: (i) the same is satisfied by the payment of money and the amount thereof, with interest, fees, charges, and/or penalties, if any, together with sums sufficient to pay any recording and/or filing fees shall be paid at the Closing to satisfy such required payment, and the Title Agent shall delete such matter from the Title Insurance Commitment at Closing, or (ii) any lien or encumbrance shall be released of record or bonded to the reasonable satisfaction of the Title Agent and Grantee.

Section 10. Closing. The closing of the transaction contemplated by this Agreement shall occur on or before sixty (60) calendar days from the expiration of the Inspection Period (the "Closing"), provided Grantee has received, in acceptable form and substance, all required precedent documentation, records and information as required under this Agreement and as may be appropriately requested pursuant to this Agreement by the Grantee in its reasonable judgment, unless extended by the terms of this Agreement. The Closing may be conducted by overnight courier.

Section 11. Delivery of Documents at Closing. At or before the Closing, Grantor and/or Grantee, as applicable, shall deliver the following, which if a document, shall be duly and properly executed by an individual authorized to do so and in recordable form if intended or required to be recorded:

11.1 Special Warranty Deed (the "Deed"), duly executed by Grantor, conveying to Grantee fee simple absolute marketable title to the Property to be conveyed, subject only to: (a) the Permitted Exceptions, and (b) the restrictive deed covenants (the "Restrictive Deed Covenants") as are generally set forth in attached Exhibit "B".

11.2 FIRPTA affidavit(s).

11.3 Such affidavits, undertakings or other documents as are required (i) to delete all items in Schedule B-I of the Title Insurance Commitment, the Standard Schedule B-II preprinted exceptions and the "gap" exception or (ii) by any of the other terms of this Agreement or the Laws of the State of Florida.

11.4 Full and exclusive possession of the Property to be conveyed at the Closing, subject to the Permitted Exceptions.

11.5 A closing statement ("Closing Statement") prepared by Title Company with respect to the Property, that has been executed by Grantor and Grantee in customary form providing for the prorations and adjustments of the items and matters set forth in this Agreement and the other monetary obligations stated herein to be an obligation of either of the parties hereto.

11.6 The delivery by Grantee of the entire Purchase Price in accordance with this Agreement.

11.7 The delivery by Grantee of a certified copy of a Resolution of the Board of Supervisors of Grantee authorizing the purchase of the Property pursuant to this Agreement.

11.8 An affidavit of Grantor certifying that there exists: (i) no construction liens or claims which could result in the filing of construction liens against the Property as a result of construction activity of the Grantor, (ii) no individuals or entities are in possession of the Property to be conveyed except as provided in the affidavit, (iii) no action has or will be taken prior to the recording of the Deed to Grantee which would adversely affect the Grantor's title to the Property, and (iv) such other matters as may be required by the Title Agent to comply at Closing with the title requirements of this Agreement.

11.9 IRS Form 1099-S.

11.10 The delivery by Grantor and Grantee of all other documents and instruments specified in or reasonably contemplated by this Agreement.

Section 12. Costs.

12.1 Grantor's Costs. Grantor shall pay:

(a) title insurance search fees, commitment preparation charges and the owner's title insurance premium for the title insurance in the amount of the Purchase Price.

(b) the cost of discharge and release of any mortgages, construction liens, judgments, UCC-1 filings or other liens, encumbrances or other financial security instruments and/or collateral assignments which can be satisfied by payment of a liquidated sum upon the Property to be conveyed (other than those created by Grantee) or otherwise released.

(c) the costs to cure any Title Defect to title raised by Grantee hereunder.

12.2 Grantee's Costs. Grantee shall pay:

- (a) the cost of recording the Deed.
- (b) the documentary stamp tax and surtax, if any, on the Deed.
- (c) the cost of the Survey.

12.3 Additional Costs. Each party shall be responsible for its own legal fees in connection with the Agreement and the Closing.

Section 13. Prorations, Adjustments to Purchase Price and Other Closing Costs.

13.1 The following items shall be prorated through the calendar day immediately prior to the Closing, and appropriate adjustments thereupon made to the Purchase Price, with all annual non-ad valorem assessment liens and special assessment liens to be deemed to have vested on January 1 of the calendar year of the Closing, and all of which shall be prorated on a calendar-year basis:

(a) City, state, county, school district, and special district ad valorem taxes, and any and all other taxes and assessments applicable to the Property. Ad valorem, intangible and personal property tax prorations shall be based upon the present use and latest millage rate and assessments available with respect to the Property. Without limiting any other provision of this Section, if the proration of such taxes and assessments is based upon an estimate, rather than on actual bills, then either party may demand after the Closing, and shall be entitled to receive upon demand, a payment from the other party to correct any proration based upon inaccurate estimates.

(b) Pending, certified, levied, confirmed, ratified, and/or approved municipal, governmental and special assessment liens as of the date of the Closing, including prorations pursuant to section 196.295, Florida Statutes, are to be paid by Grantor. Except as provided in the prior sentence which shall control, any special assessment for which the improvements have been substantially completed as of the Effective Date shall be deemed to be certified and Grantee shall receive a credit at Closing in an amount equal to the last assessment or estimate of the assessment made by the appropriate public body. Any installments of non-ad valorem assessments or special assessments that are required or allowed to be paid in more than one installment shall be prorated based upon payment in installments and in the same fashion as ad valorem taxes are to be prorated under this Agreement. Grantor represents that as of the Effective Date of this Agreement, there are no known special assessments, except for those special assessments which are disclosed in writing to Grantee prior to such Effective Date.

13.2 The terms of this Section shall survive the Closing.

Section 14. Representations. In entering into this Agreement and except as otherwise provided herein, Grantee has not been induced by and has not relied upon any representations, warranties or statements, whether expressed or implied, made by Grantor or any agent, employee or representative of Grantor or by any broker or any other person representing or purporting to represent

Grantor with regard to the Property or any matters affecting the Property which are not expressly set forth in this Agreement, whether or not any such representations, warranties or statements were made in writing or orally.

14.1 Grantor hereby makes the following representations to Grantee to which Grantee is entitled to rely:

(a) As of the Effective Date hereof and as of the Closing, Grantor has not and will not have received from any governmental agency or authority any written notice of, and Grantor presently has no actual knowledge of pending or contemplated condemnation proceedings which will have an effect on the Property, or any part thereof, except for any condemnation with respect to which the condemning authority acquired title prior to the Effective Date of this Agreement.

(b) As of the Effective Date hereof and as of Closing, there is not and will not be any pending judicial, municipal, or administrative proceedings affecting any portion of the Property or affecting Grantor's right to sell any portion of the Property, and no case, proceeding or other action has been commenced by or against Grantor under any bankruptcy, insolvency or similar laws.

(c) As of the Effective Date hereof and as of Closing, Grantor is not aware of and has not and will not have received any notice that Hazardous Substances (as hereinafter defined) or toxic substances have been treated, stored, handled or disposed of on, under or at the Property; that the Property has been used for industrial purposes for the storage, treatment or disposal of hazardous water or materials; or that the Property has ever been listed by a governmental agency as containing any oil, hazardous waste, hazardous material, chemical waste or other toxic substances. "Hazardous Substances", as used herein, means any toxic or hazardous waste, pollutants or substances, including, without limitation, petroleum products or by-products, and substances defined or listed as hazardous substances or toxic substances or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 41 U.S.C. Section 9601, et seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 1802, et seq., hazardous waste identified in or pursuant to the Resource Conservation and Recovery Act of 1976, as amended, 15 U.S.C. Section 2601, et seq., or any hazardous or toxic substance or pollutant regulated under any other applicable federal, state or local environmental law.

(d) As of the Effective Date hereof and as of Closing, Grantor does not have and will not have any actual knowledge of the existence or placing of Hazardous Substances on, under or at the Property.

14.2 If at or before the Closing, Grantee or Grantor shall have actual knowledge or should have knowledge by inspection of the Property or the public records that any representation, warranty or covenant of Grantor hereunder is untrue as of the date represented or as of Closing, or Grantor fails to perform, observe or comply with any covenant, agreement or condition on its part to be performed hereunder, they shall notify the other of same in writing within ten (10) business days

after discovery, and Grantor's failure to so notify Grantee shall be deemed to constitute grounds for the Grantee, at its sole discretion, to terminate this Agreement or thereafter seek rescission of the transaction.

14.3 As of the Effective Date of this Agreement, there exists no lease, option to purchase or sales contract affecting the Property other than this Agreement.

14.4 The provisions of this Section shall survive Closing and delivery to Grantee of the Deed of conveyance of the Property for a period of one (1) year following the Closing date.

Section 15. Brokers. Grantor and Grantee represent and warrant to each other that neither they nor any of their representatives, employees or agents have dealt or consulted with any real estate broker in connection with the transaction contemplated by this Agreement, unless otherwise set forth in an addendum attached hereto. Grantee (to the extent permitted pursuant to Section 768.28, Florida Statutes and without waiver thereof) and Grantor each agree to indemnify and hold the other harmless against any loss, liability, expense, claim or demand whatsoever (including reasonable attorneys' fees, paraprofessional fees and court costs) arising from, or growing out of, any claim for any real estate commission contrary to this provision by any real estate broker, agent or other person claiming to have dealt or consulted with them or any of their representatives, employees or agents contrary to the foregoing representation and warranty. Each representation, warranty, and agreement contained in this Section shall survive the Closing.

Section 16. Grantor's Default. In the event Grantee is not in default under this Agreement and Grantor defaults with respect to the performance of any one or more of its covenants, representations, and/or obligations under this Agreement, then at the Grantee's sole discretion, this Agreement may be terminated or Grantee shall have the right to seek and compel specific performance of this Agreement but shall not be entitled to seek monetary damages except for attorneys' fees and costs. It is expressly provided, however, that except with regard to a failure to close on the scheduled Closing date in which case there shall be no cure, except as otherwise provided in this Agreement, Grantee shall provide Grantor with written notice of any default hereunder, which notice shall provide Grantor with a five (5) business day grace period within which to cure any default of which notice has been given or, provided that Grantor commences and proceeds diligently, in the event that such cure cannot be reasonably addressed or resolved within such five (5) business day cure period, Grantor shall have such time period as commercially reasonable to cure a default of the nature noticed to Grantor by Grantee, but not to exceed thirty (30) calendar days.

Section 17. Grantee's Default. In the event Grantor is not in default under this Agreement and Grantee defaults with respect to the performance of its obligations hereunder, Grantor may, at its sole discretion, terminate this Agreement and all rights, duties, liabilities and responsibilities of Grantee and Grantor shall become null and void, or Grantor shall have the right to seek and compel specific performance of this Agreement but shall not be entitled to seek monetary damages except for attorneys' fees and costs. It is expressly provided, however, that Grantor shall provide Grantee with written notice of any default hereunder, which notice shall provide Grantee with a ten (10) business day grace period for a non-monetary default and a five (5) business day grace period for a monetary default, within which to cure any default of which notice has been given.

Section 18. Condemnation. If prior to the Closing, Grantor shall receive official notice, by process or as otherwise provided by law, of either a notice of intent to file a proceeding or that proceedings have been commenced or consummated for the taking of any part or all of the Property for any public or quasi-public purpose pursuant to the powers of eminent domain resulting or which could result in the taking of any part or all of the Property, Grantor shall promptly thereafter give written notice thereof to Grantee. In the event of its receipt of notice of any such proceedings, Grantee shall have ten (10) business days within which to provide written notice of its election of either the option to (i) terminate this Agreement by delivering written notice to Grantor, whereupon this Agreement shall be null and void and, upon receipt of the foregoing, this Agreement shall terminate; or (ii) proceed with the performance of this Agreement; and, in such event, Grantor shall, at the Closing, assign to Grantee any and all awards and other compensation arising out of any taking of the Property, as applicable, or any part thereof, and Grantor's right to receive the same; and Grantor shall convey, in accordance with this Agreement and without any abatement of the Purchase Price, such portion of the Property, if any, as it may then own in fee at the Closing. Grantor agrees not to enter into any settlement of any condemnation proceedings or eminent domain proceedings without the prior written consent of Grantee, which may be withheld for any reason.

Section 19. Further Assurances. In addition to the obligations required to be performed hereunder by Grantor and Grantee, Grantor and Grantee agree to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials, as may reasonably be requested by each other in order to effectuate the transaction contemplated herein.

Section 20. Notices. All notices, offers, acceptances, rejections, consents, requests and other communications hereunder shall be in writing, in English, and shall be deemed to have been given (i) when delivered in person by professional courier service with receipt of delivery (ii) on receipt after being sent by express mail or delivery service guaranteeing overnight delivery or (iii) by telefax transmission when acknowledgement of receipt can be ascertained, in each case addressed as follows:

If to Grantor: Winchester Florida Ranch, LLLP
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attention: Leslie C. Candes
Phone: (407) 845-8191
Email: leslie.candes@mattamycorp.com

If to Grantee: Englewood Water District
201 Selma Avenue
Englewood, Florida 34223
Attention: Raymond Burroughs

Phone: (941) 460-1010
Fax: (941) 460-1025
Email: rburroughs@englewoodwater.com

With a copy to:

Robert H. Berntsson, Esq.
Wideikis, Benedict & Berntsson, LLC- the Big W Law Firm
3195 S Access Road
Englewood, Florida 34224
(941) 627-1000
rberntsson@bigwlaw.com

Notwithstanding the foregoing, any termination of this Agreement may be sent by electronic mail and shall be effective upon receipt, provided that a copy is delivered by means of either (i) or (ii) above, within forty eight (48) hours of the electronic mail transmission. Either party may, by subsequent written notice, designate a different address or additional party for receiving notice; provided, however, that such notice shall be deemed delivered only upon receipt. The attorneys for Grantor and Grantee are authorized to send notices and demands on behalf of their respective clients. Notwithstanding anything to the contrary contained in this Agreement, a facsimile or electronic (including "pdf") copy of this Agreement and any signatures hereon shall be considered for all purposes as an original.

Section 21. Counterpart Originals. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and which together shall constitute but one and the same instrument.

Section 22. Recording. Neither Grantee nor Grantor shall record this Agreement or a memorandum of this Agreement in the Public Records of the Clerk of the Court in and for Sarasota County, Florida.

Section 23. Time Computation. Any references in this Agreement to time periods of less than six (6) calendar days shall, in the computation thereof, exclude Saturdays, Sundays and federal legal holidays. Any time period provided for in this Agreement that shall end on a Saturday, Sunday or federal legal holiday shall extend to 5:00 p.m. on the next day that is not a Saturday, Sunday or federal legal holiday.

Section 24. Time is of the Essence. Time is of the essence with respect to each material provision of this Agreement that requires action to be taken by either party within a stated time period or on a specified date.

Section 25. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws. Venue of all proceedings in connection herewith shall be exclusively in Sarasota County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.

Section 26. Attorneys' Fees. In the event of any litigation arising out of or connected in any manner with this Agreement, the non-prevailing party shall pay the costs of the prevailing party,

including its reasonable attorneys' fees, paraprofessional fees and court costs and expenses incurred in connection therewith at trial and upon appeal. This Section shall survive the Closing.

Section 27. Interpretation. In case any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions shall be in no way affected, prejudiced or disturbed thereby. The use of any gender shall include all other genders. The singular shall include the plural and vice versa. Use of the words "herein", "hereof", "hereunder" and any other words of similar import refer to this Agreement as a whole and not to any particular article, section or other paragraph of this Agreement unless specifically noted otherwise in this Agreement. Because both parties to this Agreement are represented by counsel, this Agreement shall not be interpreted more strictly against either party.

Section 28. Third Parties. Except as expressly set forth herein, this Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status.

Section 29. No Waiver. No failure of any party to exercise any power given hereunder or to insist upon strict compliance by another party with its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right later to demand exact compliance with the terms hereof.

Section 30. Successors and Assigns. This Agreement may not be assigned in whole or in part, by Grantee, without the prior written consent of Grantor, except that Grantee shall have the right to assign this Agreement and all of its rights, powers and duties hereunder, in whole or in part, to the City of North Port, Florida without Grantor's consent, provided a copy of such assignment must be promptly sent to Grantor pursuant to this Agreement. This Agreement shall bind and inure to the benefit of the parties and their successors in interest and permitted assigns.

Section 31. Grantor's Cooperation. Grantor hereby agrees to cooperate with Grantee in Grantee's inspection of the Property and in Grantee's obtaining of any approvals, permits, filing of applications, or other actions necessary and proper by Grantee with respect to the Property.

Section 32. Other Agreements. The provisions hereof shall prevail over any prior agreements or representations on the subject matter hereof unless specified to the contrary in this Agreement.

Section 33. Modification. No modification to or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by all parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

Executed by the Grantee this _____ day of _____, 2022.

GRANTEE:

ENGLEWOOD WATER DISTRICT, an independent special district of the State of Florida

ATTEST:

By: _____

By: _____

Print Name: _____,

Print Name: _____

Secretary

Title: Chairman

[SEAL]

Executed by the Grantor this _____ day of _____, 2022.

GRANTOR:

WINCHESTER FLORIDA RANCH, LLLP, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC,
a Delaware limited liability company
As its: General Partner

By: Thomas Ranch Manager, LLC,
a Delaware limited liability company
As its: Manager

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

DEPICTION OF THE PROPERTY

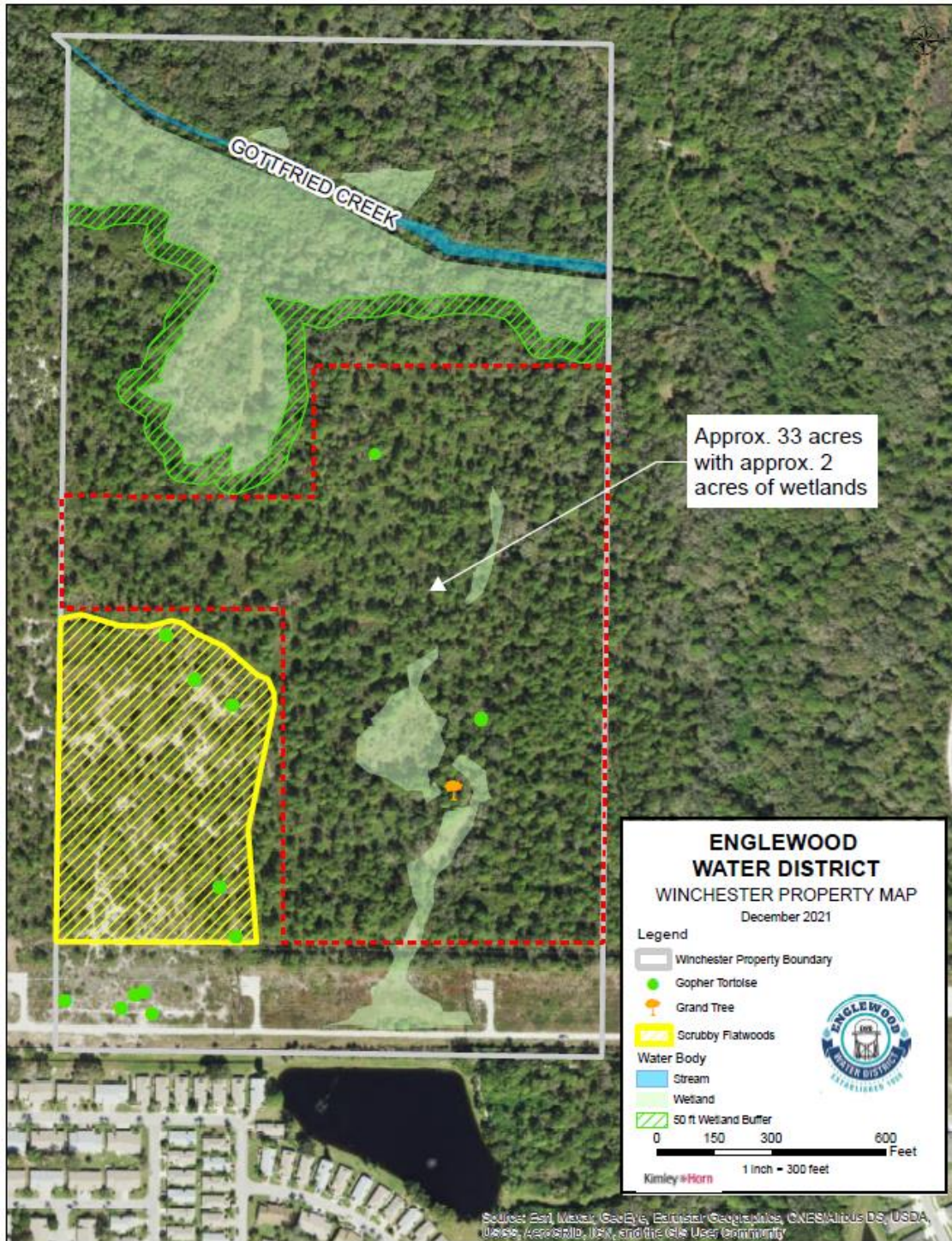


EXHIBIT "B"

GENERAL FORM OF RESTRICTIVE DEED COVENANT

Grantor and Grantee hereby acknowledge and agree that the conveyance of the Property herein is and shall be subject to the following restrictive covenant:

- 1) The Property shall be held, used and preserved, in perpetuity, only for purposes and uses for the construction, installation, operation, maintenance, repair, replacement, renovation and upgrading of a wastewater treatment plant, including all appurtenant and associated community-related works, facilities and improvements in, over, under and upon the Property, which may include, but are not limited to, related public buildings and facilities, internal roadways, parking, storage facilities, utilities and utility facilities including, without limitation, water, sewer, reuse, gas, electric, power, cable and communications, landscaping and landscaping facilities, and drainage and detention and retention facilities.
- 2) No water wells or surface water withdrawals shall be dug, constructed or tolerated on the Property without the prior written authorization of Grantor..
- 3) These restrictive covenants and easements shall run with the title to the Property and shall be binding upon and inure to the sole benefit of and be enforceable solely by Grantor and Grantee and their respective legal representatives, successors and assigns, and any and all persons or entities subsequently acquiring fee title to or a real property interest in all or any part of the Property and is not intended to and shall not be construed to confer any rights, remedies or causes of action whatsoever in favor of any third parties not expressly listed herein.

BOARD AGENDA ITEM SUMMARY 8a

MEETING DATE: December 14, 2023

SUBJECT: DRAFT Board of Supervisors Meeting Schedule CY'24

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPT.: **Administration**

ITEMS: **Establish the Schedule of Regular Meetings for Calendar Year 2024 and the Annual Meeting of 2025.**

PURPOSE / JUSTIFICATION: **This DRAFT Schedule of meetings is for discussion, if adjustments are necessary, they will be made, and the schedule will be ratified at the Annual & Organizational Meeting on January 11, 2025.**

MOTION: **To accept the schedule of regular meetings for calendar Year 2024 and the annual meeting of 2025 as presented. To be ratified at the Annual & Organizational Meeting January 11, 2024.**


Prepared By: **Teresa Herzog**

Date: **November 21, 2023**

Approvals:



Administrator



Finance

Technical Support

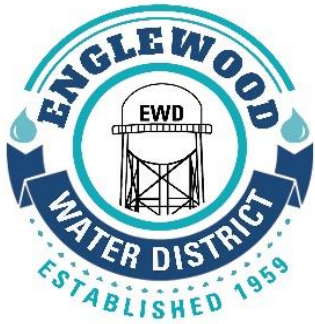
Water Operations



Wastewater Operations

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

Attachment: **DRAFT Schedule of Regular Meeting for Calendar Year 2024 and the Annual Meeting of 2025.**



**SCHEDULE OF MEETINGS
ENGLEWOOD WATER DISTRICT
BOARD OF SUPERVISORS
CALENDAR YEAR 2024**

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

January 11, 2024-Annual & Organizational Meeting
February 8, 2024
March 14, 2024
April 11, 2024
May 9, 2024
June 13, 2024
July 11, 2024
August 8, 2024
September 12, 2024
October 10, 2024
November 14, 2024
December 12, 2024
January 9, 2025-Annual & Organizational Meeting

The public is invited to attend

Englewood Water District
Board of Supervisors

Englewood Water District
201 Selma Avenue
Englewood, FL 34223-3443
Phone: 941-474-3217
Toll Free: 866-460-1080
Fax: 941-460-1025
Email: info@englewoodwater.com
Website: englewoodwater.com

STATUS REPORT
For Board Meeting December 14, 2023

New Task Orders Assigned:

1. None.

CIP/In-house Projects:

1. **Hurricane Building Repairs** – The roofing work is nearly complete on the RO, Lime Plant and Admin buildings. The warranty inspection took place on December 8, 2023.
2. * **Elevated Tank Rehab** – Staff is working on a bid package for a complete blast and recoating of the tank.
3. * **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.
4. **LS 121 Rehab** – Innovative Contractors and GML have both completed their portions of the lift station rehab work.
5. * **Mobile Generators** – The FDEP grant agreement has been executed. A PO has been issued to Mid Florida Diesel on June 15, 2023, for the purchase of 7 new 125kW Trailer Mounted Generators. Staff has reviewed/approved the submittals and the order has been placed. Delivery is anticipated for April 2024.
6. * **North WRF Phase 1** – Angie Brewer and Associates has submitted the Facilities Plan to FDEP for approval.
7. * **Quail's Run I&I** – A PO was issued to GML Coatings for the gravity sewer main lining and manhole repair/lining. The work is anticipated to begin next year.
8. **South WRF – New Headworks/Drying Bed** – Poole & Kent continue to work on the headworks project. The electrical building permit has still not been issued yet by Charlotte County.
9. * **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. Delivery is anticipated for January 2024.
10. **V-1 Station Rehab** – A kick-off meeting for the project was held on December 5, 2023, with EWD, PCL, and GWE all in attendance. AirVac plans to ship the temporary system the week of January 8, 2024. PCL Construction will begin preparing the site for the temporary equipment prior to its arrival. The rehab of the station is not anticipated to begin until April 2024.
11. **Vacuum Monitoring System (V-1)** – The agreement with Legends expired on December 6, 2023, with both parties in agreement not to renew or extend.
12. **Water Masterplan Update** – HDR has submitted the draft Tech Memo for the Water Plant Improvement Options. Staff is reviewing and will be scheduling a meeting with HDR to discuss in more detail. The presentation of the final Water Master Plan is tentatively scheduled for the February Board Meeting.
13. * **WRF Electrical Upgrades** – The FDEP Grant agreement has been executed. Staff is working on getting an RFP package out to select a consultant for the work.
14. **WRF Centrifuge Replacement** – Staff is working on the installation of the centrifuge and panel. Pieralisi is scheduled to be on site the first week of January 2024 for commissioning.
15. **WRF Plant 1 & 2 Rehab** – Evoqua plans to begin the rehab of the first plant at the end of January 2024.

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 2** – Construction of the offsite FM continues. This FM will need to be completed prior to any additional phases being certified.
3. * **Boca Royale Unit 18** – Forsberg Construction has begun the installation of the utilities for Unit 18.
4. * **Boca Royale Unit 19** – The Developer's Agreement has been executed and plans are approved. FDEP permits have been received for the water modifications. A FDEP sewer permit is not required.
5. **Coco Bay (FKA Island Lake Estates)** – The utilities for Phase 1 have been placed into service. The contractor has begun installing utilities for Phase 2.
6. * **Gateway Court** – FDEP permits for both water and sewer have now been received.
7. * **Guardian Storage** – The bacteriological testing has been successfully completed for this project. DMK is working on the final certification package.
8. **Lake Emily** – Staff has been working with DEME Construction to coordinate the required modifications to the existing water line and installation of the construction meter for the project. A portion of water main will have to be shut down in order to complete this work, requiring one single residence to be placed under a boiled water.
9. * **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.
10. * **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.
11. * **Suncoast Humane Society** – A preconstruction meeting was held on August 1, 2023, with Tandem Construction and DM Construction in attendance. The contractor is starting to clear the project site with the utility work beginning within the next 2-3 months.

Developments/Projects in Plan Review:

12. **200 Artists** – The plans are ready to be approved. Staff is working on the required Developer's Agreement. Once executed, staff will approve the plans and sign the required FDEP applications.
13. * **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.
14. * **Beachwalk by Manasota Key Phase 4** – Kimley-Horn submitted plans for Phase 4 of the Beachwalk project. Staff is reviewing the plans.
15. * **Boca Royale East** – Morris Engineering has resubmitted utility plans for Phase 1 of the Boca Royale East project. Staff is currently reviewing the changes.

STATUS REPORT

16. * **Englewood Apartments** – Kimley-Horn submitted utility plans for review on October 12, 2023. The project consists of 252 multi-family apartments and an amenity center. Staff is currently reviewing the plans.
17. * **Englewood Self Storage** – Rapid Construction Solutions, LLC has submitted preliminary plans for a new self-storage facility located at 1912 S. McCall Rd. The proposed plans include 1,875 SF of office space, 103,278 SF of self-storage and 20,880 SF of covered parking. Staff attended a meeting on October 4, 2023, with the Engineer and Charlotte County Fire to coordinate the location of the FDC's and required fire hydrants for the project.
18. * **Generation at Englewood** – The plans are ready to be approved. Staff is working on the required Developer's Agreement. Once executed, staff will approve the plans and sign the required FDEP applications.
19. **Medical Twins** – Staff met with Heidt Design on December 5, 2023, to discuss the design changes for the project.
20. * **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.
21. **Paddock Pines** – AM Engineering submitted plans for Paddock Pine. The project is an out parcel for Park Forest located on Pine Street behind the commercial parcels along River Road and consists of 30 single-family homes. Staff is currently reviewing the plans.
22. **Prose Apartments** – RESPEC submitted utility plans for the Prose Apartment project on November 15, 2023. The project includes a total of 260 apartments (159 1-bedroom and 101 2-bedroom units) and an Amenity Center. Staff is currently reviewing the plans.
23. * **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:

24. * **Charlotte County – Avenues of the Americas Sidewalk Project** – Charlotte County plans to advertise for a contractor soon with construction beginning early 2024. They will be adding sidewalks and drainage along the north side of Avenues of the Americas from Winchester to San Casa Dr. and then on the east side of San Casa Dr. from Avenues of the Americas to the County Annex building. Staff met with the County Project Manager to review plans and minimize any conflicts that may arise.
25. * **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.
26. **Esplanade at Wellen Park** – Staff has had multiple meetings with Atwell, LLC to discuss the utility requirements for the future development of the property that surrounds the Myakka Pine Golf Course. The project will include 877 single/multi-family units and three neighborhood amenity centers. Staff also met with representatives from Atwell, Wellen Park and the City of North Port to discuss a potential emergency water interconnect at the our adjoining boundary. If agreed upon, the interconnect would be designed and constructed with this project.
27. * **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.
28. * **FPL Partridge Substation** – The new FPL substation would be located west of Winchester Blvd. just south of the Sarasota/Charlotte County line. Dewberry plans to submit the utility plans for review in the near future.

STATUS REPORT

29. * **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.
30. * **Quail's Run Inn** – DMK is working on the utility design for the new Quail's Run Inn project. The property is located between Englewood Glass and Mirror and Quail's Run. There will be a total of 100 multi-family units and an amenity center. There were utilities installed with the previous project but the condition of those is unknown at this time.
31. * **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.
32. * **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.
33. * **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.
34. * **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.



Sanitary Sewer Utility Capacity Report

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

Utility Information	
Utility Name: Englewood Water District	Month/Year Reporting: November 2023
Preparer's Name: Keith R. Ledford Jr., P.E.	Phone: 941-460-1020
Utility Address: 201 Selma Avenue	Email: Kledford@ewdfl.com
City: Englewood, FL	Zip code: 34223

Permit and Treatment Plant Information	
DEP Permit Number: FLA014126	
Permitted Disposal Capacity (AADF): 3.4 MGD	
Plant Peak Design Capacity: 4.2 MGD	

Monthly Flow Data (For Reported Month Only)	
Month's Average Daily Flow: 1.53 MGD	
Month's Peak Daily Flow: 1.75 MG	

Sanitary Sewer Connection Information (In ERCs)		
	ERCs (MGD)	Connections
Total ERCs Permitted:	3.4 MGD	
Total ERCs Served:	20,406	16,840
Single Family:	15,710	15,700
Multi-Family:	2,925	372
Commercial:	1,771	768
Industrial:		
Other:		
Calculated Total Flows:	1.5	
Remaining ERCs Available:	1.9	

Bulk Sewer Purchase Agreement Information	
Utility Purchased From:	Englewood Water District
Utility Sold To:	Sandalhaven Utilities
Maximum Purchase Amount:	300,000 GPD
Actual Purchased Amount:	1,562,517 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:	424,743 Gallons 12 Month Estimated Amount

Emergency Interconnect Information	
Interconnected Utility:	N/A
Amount Transferred:	
Reason for Emergency Transfer:	



Potable and Recycled Water Utility Capacity Report

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

Utility Information			
Utility Name: Englewood Water District	Month/Year Reporting: November 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		

Permit and Treatment Plant Information	
DEP Permit Number: 6580531	
Permitted Treatment Capacity (AADF): 5.36 MGD	
Plant Peak Design Capacity: 6.86 MGD	

Monthly Flow Data (For Reported Month Only)	
Month's Average Daily Flow: 3.02 MGD	
Month's Peak Daily Flow: 3.61 MG	

Potable Water Connection Information (In ERCs)		
	ERCs (MGD)	Connections
Total ERCs Permitted:	5.36 MGD	
Total ERCs Served:	23,564	19,053
Single Family:	17,408	17,394
Multi-Family:	3,008	411
Commercial:	3,148	1,248
Industrial:		
Irrigation:		
Other:		
Bulk Customer (Committed):	1	1
Calculated Total Flows:	3.02	
Remaining ERCs Available:	2.34	

Recycled Water Connection Information (In ERCs)	
Total ERC Capacity	1.5 MGD
Total ERCs Served:	1.5 MGD
Industrial:	
Irrigation:	1.5 MGD
Other:	
Remaining ERCs Available:	

Bulk Water Purchase Agreement Information	
Utility Purchased From:	Englewood Water District
Utility Sold To:	Bocilla Utilities Inc.
Maximum Purchase Amount:	
Actual Purchased Amount:	3,671,000 Gallons

Emergency Interconnect Information	
Interconnected Utility:	Charlotte County & Sarasota County
Amount Transferred(Received):	0
Reason for Emergency Transfer:	

ENGLEWOOD WATER DISTRICT
SEPTEMBER 30, 2023, YTD FY24 NOVEMBER 2023
BALANCE SHEET

	<u>FY2023</u>	<u>YTD FY 2024</u>
<u>ASSETS</u>		
Current Assets		
Cash & Equivalents	\$ 3,375,338	\$ 1,689,144
Accounts Receivable	2,399,961	2,254,955
Accrued Interest Receivable	-	-
Inventory	1,925,363	1,988,019
Prepays	9,195	44,777
Total Current Assets	<u>7,709,856</u>	<u>5,976,895</u>
Noncurrent Assets		
Restricted Cash and Cash Equivalents	-	-
Restricted Assets: Investments	7,532,115	5,989,903
Investments	12,224,711	13,527,544
Connection Fees - Assessment Rec	1,223,577	1,201,763
Capital Assets (net)	<u>92,410,945</u>	<u>92,239,655</u>
Total Noncurrent Assets	<u>113,391,349</u>	<u>112,958,866</u>
Total Assets	<u>121,101,205</u>	<u>118,935,761</u>
Deferred Outflow of Resources		
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>
Total Deferred Outflow of Resources	<u>3,781,334</u>	<u>3,781,334</u>
<u>LIABILITIES AND NET POSITION</u>		
Current Liabilities		
Accounts Payable	1,209,199	113,581
Accrued Liabilities	489,192	414,437
Total Current Liabilities	<u>1,698,391</u>	<u>528,019</u>
Current Liabilities Payable from Restricted Assets		
Contracts Payable	-	-
Retainage Payable	94,524	108,163
Accrued Interest	28,466	28,466
Current Portion of Bonds and Notes Payable	<u>1,803,573</u>	<u>161,339</u>
Total Current Liabilities Payable from Restricted Assets	<u>1,926,562</u>	<u>297,968</u>
Noncurrent Liabilities		
Compensated Absences	878,944	825,596
Net OPEB Obligation	1,497,934	1,497,934
Derivative Instruments - Rate Swap	41,898	41,898
Bonds and Notes Payable, Net	0	0
Net Pension Liability	<u>5,310,920</u>	<u>5,310,920</u>
Total Noncurrent Liabilities	<u>7,729,696</u>	<u>7,676,348</u>
Total Liabilities	<u>11,354,650</u>	<u>8,502,335</u>
Deferred Inflow of Resources		
Deferred Amount on Pensions	<u>2,394,225</u>	<u>2,394,225</u>
	<u>2,394,225</u>	<u>2,394,225</u>
Net Position		
Net Investment in Capital Assets	90,512,849	91,970,153
Unrestricted	<u>20,620,816</u>	<u>19,850,383</u>
Total Net Position	<u>\$ 111,133,664</u>	<u>\$ 111,820,536</u>

ENGLEWOOD WATER DISTRICT
INCOME STATEMENT
YE FY23, NOVEMBER 2022, FY24 BUDGET, YTD FY24 NOVEMBER 2023

	YEAR END FY23	YTD FY23 NOVEMBER 2022	FY24 APPROVED BUDGET	YTD FY24 NOVEMBER 2023	Over (Under) Budget
Operating Revenues					
Water Services	\$ 9,383,256	\$ 1,403,616	\$ 9,546,754	\$ 1,578,572	\$ (7,968,182)
Waste Treatment	10,203,293	1,592,972	10,719,641	1,726,555	(8,993,086)
Accrued Guaranteed Revenue Fees	464,228	1,567	1,008,081	6,692	(1,001,389)
Other	262,815	33,156	383,755	198,233	(185,522)
Total Operating Revenues	20,313,591	3,031,310	21,658,231	3,510,051	(18,148,180)
Operating Expenses					
Water Production	4,061,326	433,610	4,337,511	430,689	(3,906,822)
Water Distribution	2,623,798	315,853	2,585,419	273,772	(2,311,648)
Waste Treatment	3,957,139	501,473	3,354,440	344,730	(3,009,710)
Waste Collection	6,678,278	1,124,996	3,895,650	560,891	(3,334,759)
Laboratory	281,570	61,036	350,171	59,930	(290,241)
General & Administrative	4,162,231	751,735	4,715,249	1,426,720	(3,288,530)
Total Operating Expenses	21,764,342	3,188,704	19,238,441	3,096,732	(16,141,709)
Operating Surplus (Deficit)	(1,450,751)	(157,393)	2,419,790	413,320	(2,006,471)
Non-Operating Revenues (Expenses)					
Interest Income	496,472	82,888	-	128,050	128,050
Net Increase (Decrease) in Fair Value of Investment	229,990	(30,352)	-	94,043	94,043
Assessment Revenue	60,715	13,814	-	5,049	5,049
Interest Expense	(101,554)	(65,803)	(31,282)	(30,252)	(1,030)
Other Revenues	1,156,460	-	-	-	-
Gain (loss) on Disposal of Capital Assets	13,356	-	-	3,250	3,250
Total Non-Operating Expenses	1,855,441	547	(31,282)	200,140	229,362
Surplus (Deficit) Before Contributions	404,690	(156,846)	2,388,508	613,459	(1,777,109)
Capital Contributions					
Cash	2,684,090	23,005	5,439,760	73,412	(5,366,348)
Non Cash	1,029,453	494,977	-	-	-
Total Capital Contributions	3,713,543	517,981	5,439,760	73,412	(5,366,348)
Change in Net Position	4,118,233	361,136	7,828,268	686,871	(7,237,500)
Total Net Position - beginning of year, as restated	107,015,431	107,015,431	111,133,664	111,133,664	
Total Net Postion - end of year	\$ 111,133,664	\$ 107,376,567	\$ 118,961,933	\$ 111,820,535	

Englewood Water District
Investment Report
as of November 30, 2023

RBC	Market Value	Percent of Total
Certificate of Deposit	11,521,106	57.58%
Bonds- Revenue/General Obligation	-	0.00%
Government Backed Bonds	7,996,342	39.96%
Money Markets/Cash	492,049	2.46%
	<u>\$ 20,009,497</u>	<u>100.00%</u>
Centennial Bank		
Cash Centennial- operating acct	1,147,533	
Cash Centennial- money market	73,861	
Total Cash	<u>\$ 1,221,394</u>	
Total Cash and Investments	\$ 21,230,891	
Prev Month Investments	\$ 18,429,131	
Prev Month - Cash - RBC	1,971,832	
Prev Month - Cash - Centennial	1,290,144	
Prev Month - Investments and Cash	<u>\$ 21,691,107</u>	

Englewood Water District
RBC Investment Report
11/30/2023

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	259,145.25		4.96
BANK OF BARODA	CD	06063HBA0	62,253.50	3.500%	3/3/2020	12/28/2018	12/28/2023	58,000.00	57,903.72	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	49,911.00	3.030%	3.57
SYNCHRONY BANK	CD	87164YTC8	89,961.75	2.600%	6/13/2019	1/12/2018	1/12/2024	89,000.00	88,692.06	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	34,878.20	2.940%	3.81
BANK OF THE WEST	CD	06426XZP8	200,000.00	floating	7/10/2019	7/30/2019	1/30/2024	200,000.00	202,840.00		4.51
GOLDMAN SACHS BANK USA	CD	38148P4W4	106,237.00	3.150%	3/3/2020	2/6/2019	2/6/2024	100,000.00	99,557.00	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	247,447.50	0.290%	3.50
CIT BANK SALT LAKE CITY	CD	17284CXH2	64,197.72	3.300%	4/8/2020	2/20/2014	2/20/2024	60,000.00	59,697.00	3.020%	3.87
MORGAN STANLEY PVT BANK	CD	61760AWH8	62,222.00	3.000%	7/2/2019	2/22/2019	2/21/2024	60,000.00	59,655.00	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	139,101.20	2.820%	2.98
GE CAP BK INC RETAIL	CD	36163CLZ1	81,271.13	3.300%	6/9/2020	3/14/2014	3/14/2024	74,000.00	73,496.80	3.030%	3.76
BANK HAPOALIM BM N NY US	CD	06251AW48	79,269.46	2.900%	4/8/2020	3/25/2019	3/25/2024	75,000.00	74,393.25	2.670%	3.96
UBS BANK USA	CD	90348JJQ4	271,267.50	2.900%	11/18/2020	4/3/2019	4/3/2024	250,000.00	247,890.00	2.670%	3.38
GOLDMAN SACHS BANK USA	CD	36163CMZ0	68,201.27	3.300%	3/16/2021	3/18/2021	4/4/2024	67,271.42	61,492.22	3.040%	3.05
SYNCHRONY BANK	CD	36160KG82	56,153.19	3.300%	3/16/2021	3/18/2021	4/17/2024	55,447.37	50,551.71	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	245,660.00	1.110%	3.99
CIT BANK SALT LAKE CITY	CD	17284CA61	81,113.06	3.350%	7/2/2019	4/30/2014	4/30/2024	77,000.00	76,326.25	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	29,634.00	2.500%	4.87
SYNCHRONY BANK	CD	36157QZE0	147,205.87	3.300%	7/2/2019	5/16/2014	5/16/2024	140,000.00	138,516.00	3.020%	4.88
BANK OF NEW ENGLAND	CD	06426KBD9	115,339.50	2.600%	6/13/2019	5/23/2019	5/23/2024	114,000.00	112,489.50	2.410%	4.95
SYNCHRONY BANK	CD	36160NT90	55,017.09	3.300%	3/16/2021	3/18/2021	5/30/2024	54,523.92	49,434.00	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	70,131.67	2.990%	3.24
DISCOVER BANK CD	CD	254671Y20	54,846.62	3.250%	3/16/2021	3/18/2021	6/25/2024	54,472.15	49,340.50	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	244,272.50	1.750%	4.49
INDUSTRIAL & COML BK CHINA	CD	45581EAJ0	53,227.23	2.500%	4/29/2020	7/28/2017	7/26/2024	50,000.00	49,047.50	2.320%	4.24
RAYMOND JAMES BANK NA	CD	75472RAE1	110,516.45	2.000%	5/14/2020	8/23/2019	8/23/2024	105,000.00	102,359.25	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	82,760.25	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	92,851.10	2.970%	4.55
RAYMOND JAMES BANK NA	CD	75472RAK7	248,801.54	1.800%	1/7/2020	11/8/2019	11/8/2024	248,000.00	239,545.68	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	82,016.76	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	71,910.75	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	67,246.90	1.830%	4.62
ICBC LTD NEW YORK BRANCH	CD	45581ECD1	200,000.00	0.350%	2/3/2021	2/11/2021	2/11/2025	200,000.00	188,168.00	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	233,602.60	1.520%	4.66
AMERICAN EXPRESS NATL BANK	CD	02589AB68	245,401.17	1.550%	6/9/2020	3/31/2020	3/31/2025	237,000.00	225,178.44	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	241,812.50	3.100%	3.00
HADDON SVGS BANK	CD	40473OCR2	164,589.25	0.750%	6/24/2020	5/26/2020	5/27/2025	163,000.00	152,202.88	0.740%	4.93
TEXAS BANK FINL	CD	882213AF8	108,999.00	0.700%	6/24/2020	5/28/2020	5/28/2025	108,000.00	100,756.44	0.690%	4.93
STATE BANK OF INDIA	CD	856283N77	253,187.50	0.900%	7/14/2020	6/26/2020	6/26/2025	250,000.00	232,525.00	0.890%	4.95
INCREDIBLEBANK WAUSAU WIS	CD	45338JBM7	228,000.00	5.400%	8/1/2023	8/10/2023	8/8/2025	228,000.00	228,013.68	5.400%	2.00
FIRST CAROLINA BANK	CD	31944MBB0	250,000.00	0.450%	8/5/2020	8/20/2020	8/20/2025	250,000.00	229,902.50	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	228,080.00	0.600%	5.00
JP MORGAN CHASE BK	CD	48128UQP7	246,379.95	0.550%	4/8/2021	10/30/2020	1/30/2026	250,000.00	226,085.00	0.550%	4.82
BMO HARRIS BK NATL ASSN	CD	05600XBY5	250,000.00	0.550%	2/11/2021	2/18/2021	2/18/2026	250,000.00	225,575.00	0.200%	5.00
SUNWEST BK IRVINE CALIF	CD	86804DCR7	250,000.00	0.450%	2/11/2021	2/26/2021	2/26/2026	250,000.00	224,797.50	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	239,906.40	5.250%	3.01
DAKOTA WESTN BK BOWMAN	CD	23427AAH7	245,000.00	5.000%	5/17/2023	5/19/2023	5/19/2026	245,000.00	243,877.90	5.000%	3.00
TOYOTA FINL SVGS BK	CD	89235MLC3	252,795.19	0.950%	8/17/2021	7/15/2021	7/15/2026	250,000.00	224,327.50	0.950%	5.00
FIRST SOURCE BK SOUTH BEND	CD	33646CPY4	215,000.00	5.350%	6/29/2023	7/6/2023	11/6/2026	215,000.00	214,907.55	5.350%	3.34
CELTIC BK SALT LAKE CITY	CD	15118RG35	250,000.00	4.900%	4/18/2023	4/19/2023	4/19/2027	250,000.00	247,607.50	4.900%	4.00

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Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
FARMERS & MERCHANTS BK	CD	307811GR4	245,000.00	5.000%	5/17/2023	5/25/2023	5/25/2027	245,000.00	243,196.80	5.000%	4.00
FIRST CNTY BNK STAMFORD CONN	CD	32002KAN6	245,000.00	5.000%	5/17/2023	5/26/2023	5/26/2027	245,000.00	243,189.45	5.000%	4.00
SOUTHERN STS BK ANNISTON AL	CD	843879EJ2	230,000.00	5.300%	6/1/2023	6/20/2023	6/17/2027	230,000.00	230,013.80	5.300%	3.99
AMERICAN COMMERICAL BANK & TRUST	CD	02519AAD9	232,444.82	3.500%	11/7/2023	9/14/2022	9/14/2027	245,000.00	229,908.00	5.130%	3.85
FCNB BK STEELVILLE MO	CD	30191HAD0	247,323.98	4.750%	11/7/2023	10/26/2022	10/26/2027	250,000.00	244,910.00	5.100%	3.97
MINEOLA CMNTY BK	CD	60273NAB9	245,006.00	5.100%	11/7/2023	11/9/2022	11/9/2027	245,000.00	242,937.10	5.100%	4.01
PREMIER CMNTY NK MARION WIS	CD	74048CAV4	230,000.00	5.200%	6/1/2023	6/12/2023	12/13/2027	230,000.00	228,385.40	5.200%	4.51
FIRST BANK OF THE LAKE	CD	31925YAF9	245,073.12	5.000%	11/16/2023	5/18/2023	5/18/2028	245,000.00	241,734.15	5.000%	4.51
US BK NATL ASSN	CD	90355UAB1	252,012.59	5.200%	8/1/2023	7/18/2023	7/18/2028	250,000.00	248,510.00	5.066%	5.01
NANO BANC IRVINE CA	CD	63008MBB6	99,987.89	5.400%	10/16/2023	7/21/2023	7/21/2028	100,000.00	99,260.00	5.400%	5.01
TOWNEBANK PORTSMOUTH VA	CD	89214PDZ9	250,005.92	5.400%	10/3/2023	9/15/2023	9/15/2028	250,000.00	250,017.50	5.500%	5.01
DEDHAM INSTN FOR SVGS MASS CD	CD	24367JCL7	250,554.93	5.550%	10/3/2023	9/21/2023	9/21/2028	250,000.00	250,170.00	5.060%	5.01
COULEE BK LA CROSSE WIS CD	CD	22209WAE2	250,000.00	5.700%	10/24/2023	10/24/2023	10/24/2028	250,000.00	250,372.50	5.700%	5.01
STUDIO BK NASHVILLE	CD	86400LAF5	250,000.00	5.700%	10/24/2023	10/24/2023	10/24/2028	250,000.00	250,372.50	5.700%	5.01
FINWISE BANK (UTAH)	CD	31810PCC1	250,000.00	5.500%	11/2/2023	11/15/2023	11/15/2028	250,000.00	250,202.50	5.500%	5.01
FIRST ST BK WINCHESTER OH	CD	33650TAL4	250,000.00	5.500%	11/2/2023	11/15/2023	11/15/2028	250,000.00	250,202.50	5.500%	5.01
REGENT BANK TULSA OKLA	CD	758876AG1	250,000.00	5.500%	11/1/2023	11/15/2023	11/15/2028	250,000.00	250,202.50	5.500%	5.01
Subtotal			12,237,617.18					12,120,222.93	11,521,105.61		
US TREASURY SECURITIES	Bonds	912828Y79	274,526.43	2.875%	8/24/2021	8/25/2021	7/31/2025	250,000.00	242,167.50	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	161,330.30		4.96
TENNESSEE VALLEY AUTH	Bonds	880591CJ9	68,156.95	6.750%	11/18/2020	11/1/1995	11/1/2025	52,000.00	53,660.88	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	392,267.50		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	395,656.00	2.625%	2.00
UNITED STATES TREASURY NOTE	Treasury note	91282CAT8	459,625.75	0.250%	5/10/2022	11/2/2020	10/31/2025	500,000.00	459,315.00	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	240,805.00	3.120%	3.45
FEDERAL FARM CREDIT BANK	Bonds	3133ENZE3	500,000.00	3.490%	6/16/2022	6/22/2022	12/22/2023	500,000.00	499,445.00	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	558,695.20	4.042%	1.25
UNITED STATES TREASURY NOTE	Treasury note	912828B66	1,596,860.77	2.750%	8/1/2023	2/15/2014	2/15/2024	1,615,000.00	1,606,424.35	5.178%	0.54
UNITED STATES TREASURY NOTE	Treasury note	9128283D0	485,345.89	2.250%	12/15/2022	10/31/2017	10/31/2024	500,000.00	486,740.00	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	479,280.00	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	228,410.70	4.005%	1.96
FREDDIE MAC	Bonds	3134GYDP4	501,393.67	5.125%	1/10/2023	1/26/2023	7/26/2024	500,000.00	498,565.00	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	518,913.20	5.190%	1.50
FREDDIE MAC	Bonds	3134GYHU9	50,431.52	5.500%	11/7/2023	2/28/2023	2/28/2028	50,000.00	49,674.00	5.555%	4.31
FEDERAL HOME LOAN BANK	Bonds	3130AVPE6	500,878.33	5.280%	11/14/2023	4/26/2023	4/26/2028	500,000.00	497,815.00	5.305%	4.45
FEDERAL HOME LN MTG CORP	Bonds	3134GYXX5	636,108.88	5.650%	11/1/2023	7/26/2023	7/26/2028	628,000.00	627,177.32	5.636%	4.74
Subtotal			3,098,652.15					3,120,000.00	7,996,341.95		
Cash Balance									492,049.25		
Subtotal Cash									492,049.25		346.32
Average % and Duration in Years										3.314%	4.27

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Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
			132.00							11,521,105.61	
			144.00								
							Certificate of Deposit				
							FHLMC				
							FNMA				
							GNMA				
							FICO Series				
							Bonds- Revenue/General Obligation				
							Government Backed Bonds			7,996,341.95	
							Money Markets/Cash			492,049.25	
										<u>20,009,496.81</u>	
										20,009,496.81	
										-	stmt diff