

**AGENDA
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
MAY 9, 2024 @ 8:30 A.M.**

Board of Supervisors:

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

Staff:

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

4. PRESENTATIONS
 - a. Rate Study – Raffelis Financial Consultants Inc, Mr. Robert J. Ori & Mr. Thierry Boveri
 - b. Sunshine Law – Attorney Rob Berntsson
5. CONSENT SECTION
 - a. Minutes of the Regular Meeting dated April 11, 2024
Recommended Action: Approve the meeting minutes.
 - b. Big W Law Invoice dated May 2, 2024.
Recommended Action: Approve the attorney's invoice in the amount of \$2,250.00.
6. ACTION ITEMS
 - a. Ratification of Emergency Procurement/Critical Equipment Replacement
 - b. FY2024 Forecast Report and Budget Amendment Request
 - c. Lime Plant Raw Water Pumps 2 & 3 Installation
 - d. DKI Carport Purchase & Warehouse Repairs
 - e. Mobile Radio Infrastructure Repairs/Upgrades
 - f. Pulte Land Purchase
7. DISCUSSION
 - a. HDR Potable Water Master Plan Update Continued Discussion
 - b. 1339 Flamingo Drive

8. INTERIM ADMINISTRATOR'S REPORT – Keith R. Ledford, Jr. P.E.
 - 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. April Financial Statements
 2. April Investment Statements
 - e. HUMAN RESOURCE MANAGER – Heather Bagshaw
 1. PRM Update

9. ATTORNEY'S REPORT – Robert H. Berntsson

10. OLD BUSINESS

11. NEW BUSINESS

- a. Call for Candidates

12. PUBLIC COMMENT – ANY TOPIC

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

13. BOARD MEMBER COMMENTS

14. ADJOURN

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

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

Posted 5/3/2024

BOARD AGENDA ITEM SUMMARY

5a

MEETING DATE: May 9, 2024

SUBJECT: Meeting Minutes dated April 11, 2024

CATEGORY: X Consent

Discussion

Action

CONTACT PERSON: **Teresa Herzog**

DEPARTMENT: **Administration**

ITEM: **Request Board approval of the Regular Meeting minutes dated April 11, 2024.**

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

MOTION: **To approve the minutes of the Regular Meeting dated April 11, 2024.**

Prepared By: **Teresa Herzog**

Date: **April 23, 2024**

Approvals:

KRL
Interim Administrator

Finance

DR
Water Operations

[Signature]
Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No:

ATTACHMENTS: **Regular Meeting minutes dated April 11, 2024**

**MINUTES
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
APRIL 11, 2024 @ 8:30 A.M.**

Board of Supervisors:

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

Staff:

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

1. The meeting began with the Pledge of Allegiance and roll call to establish a quorum.
2. ANNOUNCEMENTS – Additions or Deletions – None
3. PUBLIC INPUT – None
4. PRESENTATIONS – None
5. CONSENT SECTION – Chair Stern called for a motion to accept as presented or removal of any item. Mr. Meals moved, **“to approve the consent agenda,”** seconded by Ms. Gaver.
 - a. Minutes of the Special Meeting dated March 12, 2024, Public Hearing & Regular Meeting dated March 14, 2024, and Special Meeting dated April 2, 2024
Recommended Action: Approve the meeting minutes.
 - b. Big W Law Invoice dated April 1, 2024
Recommended Action: Approve the attorney’s invoice in the amount of \$1,575.00.

UNANIMOUS

24-04-11 CS A

24-04-11 CS B

6. ACTION ITEMS

- a. Award of Bid – RFB 2024-138 – Lime Sludge Removal Project – Mr. Ledford introduced the item outlining the negotiations by staff to reduce the cost from \$31.75/cu. yd. to \$29.00/cu.yd. To fully fund the project, a budget amendment in the amount of \$155,612.05 is necessary. Mr. Meals moved, **“to approve with comments,”** seconded by Ms. Crampton.

Discussion ensued to include where the lime will be disposed of, clearing the beds more often to prevent overgrowth again, where the lime plant fits in the water master plan, and the necessity to get this done.

UNANIMOUS

24-04-11 A

Full motion read: 1) To approve an amendment to the FY24 budget in the amount of \$155,612.05 for project 620630-600-200 – Clean Lime Beds. 2) To approve the award for RFB 2024-138 Lime Sludge Removal Project to ProLime Corporation in the amount of \$730,411.05. Funds to come from water revenues.

7. DISCUSSION

a. HDR Potable Water Master Plan Update Continued Discussion – Chair Stern called for any additional discussion. Bundling the WTP & WWTP grants or loans was suggested.

8. INTERIM ADMINISTRATOR’S REPORT – Keith R. Ledford, Jr., P.E.

1. There have been 15 applications submitted for the Administrator position, staff met Tuesday and 3 or 4 look to be potential candidates. The position will remain open through next week and staff will meet again on April 23rd and interviews will begin soon after. Minor discussion ensued with a decision made to continue advertising for the position for at least 6 weeks with an update being given at the next meeting.

2. The employee appreciation banquet originally scheduled for May has been rescheduled to October 12th.

a. WATER OPERATIONS MANAGER – Dewey Futch

Production:

1. Total send out for March 2024 was 101.6 MG/2023 was 113.3 MG.

2. Average send out was 3.2 MGD/2023 was 3.6 MGD and the high send out was 3.5 MGD/2023 high was 4.1 MGD. Rainfall for 2024 was 1.77” and 2023 was 0.7”.

3. Operators have been doing general maintenance and routine operations.

4. The Forestry and Englewood Fire Department along with Sarasota County Fire did the control burn in WF2. The project went well but communication with customers was lacking. There was an ad in the newspaper and Facebook, but that information failed to reach all there were affected. Going forward we will get notices to the affected customers. The Forestry Service recommends a burn every 3-5 years.

Distribution:

1. Distribution had 2 incidents to report:

a. 3-5-24 the 8” water main located on Overbrook Rd broke. Repairs were made with a repair clamp with no boil water notice issued.

b. 3-7-24 crews replaced a broken fire hydrant on Brentwood Ave. Bac-t’s were done the hydrant was back in service on 3-10.

2. New meter sets were 39 single family; 39 ERCs.

3. 52 radio-read heads were replaced.

4. 28 customer requested turn-offs were completed.

b. WASTEWATER OPERATIONS MANAGER – David Larson

WRF:

1. The average daily flow for March 2024 was 1.99 MGD about 200K more than this time last year with a peak flow of 2.17 MG.

2. Rehab of Plant #2 is nearly complete, painting, and final touches are being done. 1 inhouse project will be done to save \$\$ done in June

3. Normal operations and maintenance are ongoing.

Collections:

1. Crews continue to repair service lines damaged by the fiber cable installation.

2. Crews replaced three vacuum pit bottoms and they also had to modify the system where two other pit bottoms were broken.
3. Normal operations and maintenance are ongoing.

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

CIP/In-house Projects:

1. Quail's Run I & I – the main lining is complete, manhole repair/lining work will follow; near completion.
2. South WRF-New Headworks/Drying bed – there is a slight issue with getting the electrical equipment, working with Poole & Kent for alternatives.
3. V-1 Station Rehab – hoping to have it April 24th for a startup date for the temporary system on April 29th. If the deadline cannot be met, AirVac may not have personnel available again until June.

Developments/Projects in Plan Review:

1. Shores at Stillwater (FKA Medical Blvd.) – the developer's agreement has been sent.

d. FINANCE DIRECTOR – Lisa Hawkins

Financial Statements:

1. March – operating revenues were \$10.721M, up \$724K from last March. There were operating expenses of \$9.145M up \$392K leaving us with an operating surplus of \$1.576M. There was other revenues of \$52K which was an insurance check and an additional check for \$212K is expected soon. So far \$1.4M in insurance payments have been received.

Investment Statements:

1. March – we had \$18.432M invested at RBC and \$2.3M at Centennial Bank. For a total of \$20.732M, down \$1.2M from last month used for various projects.

Mr. Ledford concluded the Interim Administrator's report.

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

10. OLD BUSINESS

a. Public Comment by John Meisel at the Special Meeting April 2, 2024. Ms. Crampton requested clarification on his comment about the validity of the termination letter. Mr. Ledford explained the reason for the termination letter and since a letter from their attorney was received during the meeting, Attorney Berntsson suggested it be brought back to the next meeting. She also suggested educational information about prescribed burns be provided to customers.

11. NEW BUSINESS – None

12. PUBLIC COMMENT – ANY TOPIC – None

13. BOARD MEMBER COMMENTS

a. Ms. Crampton commented on the hybrid option for the water plan update.

b. Mr. Pinkiewicz asked the status of the CodeRed alert system.

14. ADJOURNED @ 9:15 a.m.

Lani Gaver, Vice-Chair

BOARD AGENDA ITEM SUMMARY

5b

MEETING DATE: May 9, 2024

SUBJECT: The Big W Law Attorney's Invoice dated May 2, 2024

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 May 2, 2024.**

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

FISCAL IMPACT: 500311-500-101

Budget Resolution Required: yes no

Amount Budgeted	\$	23,000.00
Year to Date Expenditures	\$	(11,775.00)
Total Expenditure Required	\$	<u>(2,250.00)</u>
Remaining in Budget	\$	<u>8,975.00</u>

MOTION: **To approve the Big W Law Attorney's invoice dated May 2, 2024 for services rendered April 1, 2024 through April 30, 2024 in the amount of \$2,250.00. Funds to come from water/wastewater revenues.**

Prepared By: **Teresa Herzog**

Date: **May 2, 2024**

Approvals:

KRH
Interim Administrator

Finance

WR
Water Operations

[Signature]
Wastewater Operations

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

ATTACHMENTS: **The Big W Law Attorney's invoice dated May 2, 2024.**



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 05/02/2024
 by: Englewood Water District
 @ 10:49 a.m. T. Herzog

Statement Date: 05/02/2024
 Statement No. 33943
 Account No. 8.0000

Englewood, FL 34223

Legal Services
 PO 58008

FOR PROFESSIONAL SERVICES RENDERED

			Rate	Hours	
04/02/2024	RHB	Attend Board of Supervisors Meeting.	300.00	2.25	675.00
04/03/2024	RHB	Email with Mr. Ledford; Review WVID documents, letter; Email with Ms. Herzog.	300.00	0.50	150.00
04/04/2024	RHB	Email with Ms. Herzog; Review agenda.	300.00	0.25	75.00
04/09/2024	RHB	Email with Ms. Herzog.	300.00	0.25	75.00
04/10/2024	RHB	Email with Mr. Barfield; Email with Ms. Herzog; Email with Mr. Ledford.	300.00	0.25	75.00
04/11/2024	RHB	Attend Board of Supervisors Meeting; Email with Mr. Herbert; Email with Ms. Newell; Email with Ms. Herzog.	300.00	1.50	450.00
04/12/2024	RHB	Email with Ms. Herzog; Email with Mr. Barfield.	300.00	0.25	75.00
04/13/2024	RHB	Update Sunshine Law PowerPoint; Email with Ms. Herzog.	300.00	0.50	150.00
04/17/2024	RHB	Email with Mr. Ledford.	300.00	0.25	75.00
04/18/2024	RHB	Telephone conference with Mr. Ledford; Email with Ms. Ward.	300.00	0.25	75.00
04/29/2024	RHB	Email with Mr. Ledford; Review meeting minutes; Prepare letter to Ms. Whelan; Prepare letter to Mr. Herbert.	300.00	1.00	300.00
04/30/2024	RHB	Email with Ms. Herzog.	300.00	<u>0.25</u>	<u>75.00</u>
		For Current Services Rendered		7.50	2,250.00

Recapitulation

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
<u>Timekeeper</u> Robert Berntsson	7.50	\$300.00	\$2,250.00

Englewood Water District
Account No. 8.0000
RE: Legal Services

Statement Date: 05/02/2024
Statement No. 33943

PREVIOUS BALANCE	\$1,575.00
Total Current Work	2,250.00
<u>Payments</u>	
Total Payments for 04/17/2024	-1,575.00
Balance Due	<u>\$2,250.00</u>

Billing History					
<u>Fees</u>	<u>Hours</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
114,312.50	452.76	0.00	7.80	0.00	112,070.30

BOARD AGENDA ITEM SUMMARY 6a

MEETING DATE: May 9, 2024

SUBJECT: Ratification of the Notice of Emergency Procurement/ Critical Equipment Replacement

CATEGORY: Consent Discussion Action

CONTACT PERSON: **Dewey Futch**

DEPT: **Water Operations Manager**

ITEM: **Ratification of the Notice of Emergency Procurement/ Critical Equipment Replacement.**

PURPOSE / JUSTIFICATION: **Staff has obtained multiple quotes with the quote from Hudson Pump & Equipment being lowest with the quickest lead time. The quote exceeds the \$35,000 single procurement that the Interim Administrator can approve. The price is \$46,739.00 with a delivery timeframe of 10/11 weeks. Because this is a vital piece of equipment to operations, staff requested the critical equipment replacement be executed with an Emergency Procurement.**

FISCAL IMPACT: 500467-530-101

Budget Resolution Required: yes no

Amount Budgeted:	\$	1,148,068.00
Year to Date Expenditure:	\$	433,959.22
Total Expenditure Required:	\$	(46,739.00)
Remaining in Budget:	\$	<u>667,369.78</u>

MOTION: **To ratify the memo – approval of the critical equipment replacement purchase of a Nidec/US 150 HP motor to replace the S motor at the RO Plant from Hudson Pump & Equipment in the amount of \$46,739.00. Funds to come from water revenues.**

Prepared By: **Teresa Herzog**

Date: **April 30, 2024**

Approvals:


Interim Administrator

Finance


Water Operations


Wastewater Operations

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

ATTACHMENTS: **Memo to Chair dated April 24, 2024
Hudson Pump & Equipment Quote**



Memo

To: Robert C. Stern, Jr., Englewood Water District Chair 

From: Keith R. Ledford Jr., P.E. Interim Administrator

Date: April 24, 2024

Re: Notice of Emergency Procurement/Critical Equipment Replacement

On August 15, 2023, a notice of emergency procurement was signed by Chair Meals, and ratified at the September 14, 2023 Board meeting for the purchase of a new spare motor for Pump S. Pump S is used to run the RO Plant trains A-F when a motor/pump that runs a train is taken out of service for repairs. Prior to receiving the replacement motor, there was an issue with Train A's motor. When we received the new motor, it was installed on Pump A, and the rebuilt motor was reinstalled on Pump S. The rebuilt motor has failed again and needs to be replaced as soon as possible.

Staff has obtained multiple quotes with the quote from Hudson Pump & Equipment being the lowest and the quickest lead time but the quote exceeds the \$35,000 single procurement that the Interim Administrator can approve. The price is \$46,739.00 with a delivery timeframe of 10/11 weeks. Because this is a vital piece of equipment to operations, staff requests this critical equipment replacement be executed with an Emergency Procurement and ratified at the May 9, 2024 meeting.

Thank you,



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



A Division of Tencarva Machinery Company

Quote No. 040524RB2 (Revised)
Customer: Englewood Water District
Attn.: Dewey Futch
Location: Englewood, FL
Phone:
e-mail: dfutch@englewoodwater.com
From: Roger Burna/Scott Chisholm

3524 Craftsman Boulevard
Lakeland, FL 33803-7307
Tel: (863) 665-7867
Fax: (863) 666-5649

Date: 04/05/24
No. Pages: 1
Terms: N30
F.O.B.: Destination

Conditions of Service: Duplicate 150 HP motor to the motor purchased last year.

We are pleased to quote as follows:

Qty	Description	Price Each	10-11 wks to ship
1	Motor, Nidec/US 150 HP, 3600 RPM, 3/60/460V, TEFC, Frame 447VPA with Non-Reverse Ratchet (NRR)	\$46,739.00	
Quotation valid 30 Days			

With the following notes:

1. Freight Included.

Best Regards,

Roger Burna

HUDSON PUMP & EQUIPMENT

A Division of Tencarva Machinery Company

phone: (863) 665-7867

fax: (863) 666-5649

e-mail: rburna@tencarva.com

visit us at www.hudsonpump.com

BOARD AGENDA ITEM SUMMARY

6b

MEETING DATE: May 9, 2024

SUBJECT: FY2024 Budget Amendment

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: Lisa Hawkins

DEPT: Finance

ITEM: **FY2024 Budget Amendment**

PURPOSE / JUSTIFICATION: **As reported in the FY24 Reforecast, the total budget variance is expected to be (\$206,877) over budget. In order to end the year within our budget and allowing minimal room for unexpected expenses, we are requesting a budget amendment in the total amount of \$475,000. This budget amendment will cover a portion of the Disaster Recovery expenses that were carried forward from FY23 but were not budgeted. Further Explanations can be found on page 4 of the Forecast Report.**

Funding for accounts: SEE ATTACHED

Budget Resolution Required: yes no

Amendment Requested: \$ 475,000.00

MOTION: **To approve an amendment to the FY2024 budget in the amount of \$475,000.00.**

Prepared By: **Teresa Herzog**

Date: **April 30, 2024**

Approvals:


Interim Administrator

Finance


Water Operations


Wastewater Operations

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

ATTACHMENTS: **FY2024 Reforecast**

FORECAST OVERVIEW

	Forecast	Budget	Variance	
Revenues				
Base Facility Fee	13,692,316	13,549,622	142,694	
Water Sales / Wastewater Sales	7,212,097	6,716,772	495,325	1
New Service Charges	1,185,359	1,663,591	(478,232)	2
Miscellaneous Revenue	308,307	199,500	108,807	3
Total Revenues	\$ 22,398,079	\$ 22,129,484	\$ 268,594	
Operating Expense				
Personnel	5,560,940	5,671,042	110,102	
Lab Testing	40,410	34,360	(6,050)	
Permits	194,747	192,857	(1,890)	
Travel	18,306	20,930	2,624	
Utilities	1,689,346	1,699,724	10,378	
Insurance	378,504	430,365	51,860	
Repairs & Maintenance	3,083,027	3,325,557	242,530	
Gasoline	146,084	165,400	19,316	
Meters	441,763	519,711	77,948	
Sludge Hauling	134,413	138,100	3,687	
Uniforms	39,752	41,060	1,308	
Chemicals	618,444	651,300	32,856	
Security	77,766	80,929	3,163	
Disaster Recovery	1,054,204	290,178	(764,025)	
Other Operating Charges	298,055	265,890	(32,165)	
Administration	4,364,225	4,370,297	6,072	
Lab	331,739	339,281	7,541	
Subtotal Operating Expense	\$ 18,471,724	\$ 18,236,981	\$ (234,743)	
Other Uses				
Principal	1,801,325	1,801,325	0	
Interest	31,282	31,282	(0)	
Capital Outlay	988,552	1,016,418	27,866	
Capital Improvement	13,383,258	48,971,788	35,588,530	
Subtotal Other Uses	\$ 16,204,417	\$ 51,820,813	\$ 35,616,396	
Total Expense	\$ 34,676,141	\$ 70,057,794	\$ 35,381,653	
Net Surplus/(Deficit)	\$ (12,278,063)	\$ (47,928,310)	\$ 35,650,247	
<hr/>				
Beginning Unrestricted & Restricted Cash	22,796,533	16,456,140	6,340,393	
Add Capacity Fees (restricted)	2,759,277	4,968,505	(2,209,228)	
Add Grant Revenue	750,000	11,750,000	(11,000,000)	
Add Future Funding	-	22,987,400	(22,987,400)	
Less Deficit	(12,278,063)	(47,928,310)	35,650,247	
Ending Reserve Balance	\$ 14,027,747	\$ 8,233,735	\$ 5,794,012	

Forecasted Revenue Variance Explanations

Ref #	Account	Amount Changed	Explanation
1	Water Sales / Wastewater Sales	495,325	Overbudget mainly due to higher consumption rates in FY24.
2	New Service Charges	(478,232)	Underbudget due to construction delays. EWD now anticipates \$510K of development fees will rollforward into FY 25 (\$510K partially offset by new development construction plan review fees). The below table is a listing of these projects.
3	Miscellaneous Revenue	108,807	Miscellaneous income is more than expected due to insurance and FEMA proceeds for Hurricane Ian.

Projects that will rollforward into FY25

Beachwalk Phase 3A	211,081
Gateway Court	57,607
Generation of Englewood	204,296
Sandy Lane Apartments	37,269
Anticipated operating revenue	510,253
Anticipated capacity fees	2,238,985

Forecasted Expense Variance by Department

	Admin	Lab	Production	Distribution	WRF	Collections	Total	
(Overbudget) / Underbudget								
Personnel	124	(8,155)	5,123	11,650	105,945	(12,615)	102,071	1
Lab Testing	-	-	(5,766)	-	(284)	-	(6,050)	
Permits	-	-	(1,890)	-	-	-	(1,890)	
Travel	5,375	944	2,390	-	-	234	8,944	
Utilities	492	132	1,198	1,174	11,707	(3,700)	11,003	
Insurance	7,698	(168)	6,790	(5,316)	11,124	39,263	59,391	2
Repairs & Maintenance	(10,198)	1,977	92,380	37,829	(18,927)	131,248	234,309	3
Gasoline	1,406	-	4,004	10,054	3,528	1,731	20,723	
Meters	-	-	-	77,948	-	-	77,948	4
Sludge Hauling	-	-	-	-	3,687	-	3,687	
Uniforms	946	(21)	(1,393)	342	2,064	295	2,234	
Chemicals	-	-	35,858	-	(3,002)	-	32,856	5
Security	-	-	-	-	3,163	-	3,163	
Disaster Recovery	(764,025)	-	-	-	-	-	(764,025)	6
Other Operating Charges	228	12,832	(7,941)	(14,914)	(2,314)	(6,995)	(19,105)	
Capital Outlay	(94,086)	(15,885)	(22,971)	(2,439)	77,838	85,409	27,866	7
Total Budget variance	\$ (852,039)	\$ (8,344)	\$ 107,781	\$ 116,328	\$ 194,527	\$ 234,870	\$ (206,877)	
Proposed Budget Adjustments								
Budget Reallocations	400,000	10,000	(45,000)	(55,000)	(135,000)	(175,000)	-	
Budget Amendment	475,000	-	-	-	-	-	475,000	
Total Adjustments	\$ 875,000	\$ 10,000	\$ (45,000)	\$ (55,000)	\$ (135,000)	\$ (175,000)	\$ 475,000	
New Budget Variance	\$ 22,961	\$ 1,656	\$ 62,781	\$ 61,328	\$ 59,527	\$ 59,870	\$ 268,123	

Forecasted Expense Variance Explanations

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

Ref #	Account	Variance	Explanation
1	Personnel	102,071	Underbudget mainly due to healthcare expense being less than anticipated.
2	Insurance	59,391	New vendor contract resulted in lower property insurance expense.
3	Repairs & Maintenance	234,309	Underbudget due to lower than anticipated vacuum station repairs and carrying forward acidizing wells project to FY25.
4	Meters	77,948	Budget assumed 1,200 DCMA meters would be replaced in FY24. However, the required DEP lead and copper inventory surveys took precedence resulting in fewer meter replacements.
5	Chemicals	32,856	Underbudget due to lower than anticipated chlorine costs.
6	Disaster Recovery	(764,025)	Overbudget due to hurricane Ian repairs carrying forward into FY24.
7	Capital Outlay	27,866	Underbudget mainly due to carrying forward the WRF truck scale construction to FY25.

CIP Forecast through year end by Revenue Source

Water CIP	R&R	Cap	Grant	Future Funding	Total
Watermain Ext/Relocation	160,705				160,705
Clean Lime Beds	730,411				730,411
Water Masterplan Update		123,103			123,103
Rate Study		132,343			132,343
RO Electrical Switchgear Repair	77,722				77,722
Total	968,838	255,446	-	-	1,224,285
WW CIP					
WRF Drying Bed	310,415				310,415
LS 121 Rehab	237,321				237,321
V-1 Station Rehab	4,271,522				4,271,522
South WRF Headworks	4,614,325				4,614,325
North WRF (Phase 1)	11,231				11,231
South WRF Centrifuge Replacement	26,316				26,316
V-1 Generator Replacement	83,222				83,222
Quail's Run I&I	282,000				282,000
Mobile generators	50,000		750,000		800,000
WRF 1&2 Rehab	1,522,622				1,522,622
Total	11,408,973	-	750,000	-	12,158,973
Grand Total	12,377,812	255,446	750,000	-	13,383,258

BOARD AGENDA ITEM SUMMARY

6c

MEETING DATE: May 9, 2024

SUBJECT: Lime Plant Raw Water Pumps 2 & 3 Installation

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Dewey Futch**

DEPT: **Production**

ITEM: **Installation of Lime Plant Raw Water Pumps 2 & 3.**

PURPOSE / JUSTIFICATION: **Installation of these pumps is beyond routine plant maintenance that is performed by staff and the cost exceeds the Interim Administrator's \$35,000 authority.**

FISCAL IMPACT: 500467-530-101

Budget Resolution Required: yes no

Amount Budgeted:	\$	1,148,068.00
Year to Date Expenditure:	\$	481,628.13
Total Expenditure Required:	\$	<u>(37,500.00)</u>
Remaining in Budget:	\$	<u>628,939.87</u>

MOTION: **To authorize the installation of two Xylem/Flygt, 8X6X12SC Model 300 NSWV raw water pumps (Lime Plant pumps 2 & 3) by Hudson Pump & Equipment, which has exclusive representation of Xylem/Goulds pumps in the Florida municipality utility market for sales, service or repairs. Installation cost is \$37,500.00 with funds coming from water revenues.**

Prepared By: **Teresa Herzog**

Date: **April 30, 2024**

Approvals:

KR
Interim Administrator

Finance

DP
Water Operations

[Signature]
Wastewater Operations

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

ATTACHMENTS: **Hudson Pump Installation Quote
Single Source Procurement Letter**



Sales Quotation

Quotation Number: T102837	Quotation Date: 04/11/2024	Sales Engineer: SCOTT CHISHOLM
Revision No: 1	Date Printed: 04/11/2024	Phone: (C) (863) 940-5711 (O) 863-665-7867
Customer Number: 107542		schisholm@tencarva.com
Customer RFQ	Order Contact: CATHY JACKSON	Branch: FL LAKELAND

Document Address:
ENGLEWOOD WATER DISTRICT NON-TAX
 201 SELMA AVENUE
 ENGLEWOOD FL 34223

Delivery Address:
ENGLEWOOD WATER DISTRICT
 ATTN: KATHY DEAN
 201 SELMA AVENUE
 ENGLEWOOD FL 34223

Payment Terms: Net 30 Terms of Delivery: FOB SHIPPING POINT PREPAID & ALLOW Ship Via: BEST WAY FREIGHT ALLOWED	Customer Contact: Dewey Futch Customer Phone: 941.460.1014 Customer Email: dfutch@englewoodwater.com
----------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------

Pos	Part No / Description	QTY	Unit	Sell Price	Ext. Sell Price
1	TMC SERVICE . INSTALLATION FOR (2) XYLEM/FLYGT, 8X6X12SC MODEL 300 NSWW PUMPS.	1	EA	37,500.00	37,500.00

Sub Total: 37,500.00

Gross Total: 37,500.00

LAKELAND ADDRESS:
 HUDSON PUMP
 3524 CRAFTSMAN BLVD
 LAKELAND, FL 33803
 PHONE (863)665-7867
 FAX (863)666-5649
 CREDIT@TENCARVA.COM
 WWW.HUDSONPUMP.COM

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

 WWW.TENCARVA.COM

REMIT BY ACH:
 RECEIVING BANK: BANK OF AMERICA, N.A.
 ABA/ROUTING #: 053000196
 ACCOUNT #: 000021-208-186

EMAIL FOR REMITTANCE: PAYMENTS@TENCARVA.COM

January 31, 2024

Subject: 2024 Municipal Market Representation - State of Florida

To Whom It May Concern,

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

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

Sincerely,

X 

Greg Walsh

Greg Walsh
Market Development Manager
Xylem Inc. - Applied Water Systems

BOARD AGENDA ITEM SUMMARY 6d

MEETING DATE: May 9, 2024

SUBJECT: DKI Carport Purchase & Warehouse Repairs

CATEGORY: Consent

Discussion

Action

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

DEPT: **Technical Support**

ITEM: **DKI Carport Purchase & Warehouse Repairs**

PURPOSE / JUSTIFICATION: The Vacuum Truck and equipment carports on site were all damaged during Hurricane Ian. Additionally, the warehouse roof damage caused drywall damage inside the building as well as the Collection and Distribution work rooms in their respective shop areas. While assessing the work, it was determined that the warehouse building is not properly sealed and is allowing outside air to enter, causing AC issues. Staff has been working with DKI to obtain quotes for the various repairs.

DKI Solutions LLC. (DKI) was selected through a competitive solicitation process through Omnia's Lead Agency, Region 4 Education Service Center, Texas (ESC). The District is a member of Omnia and able to utilize Omnia's contracts. Through a signed Participation Agreement with DKI, the District can utilize ESC's contract with DKI from solicitation RFP 19-16. DKI has provided quotes for the various carports, warehouse drywall/ceiling repairs and warehouse spray foam Insulation:

1. Carport Replacement/Additional Equipment Storage (total of 9 structures) - \$105,070.00
2. Warehouse Drywall/Ceiling Repairs - \$32,065.57
3. Warehouse Spray Foam Insulation - \$39,385.68

The total cost for the carport replacement and warehouse improvements is \$176,521.25. These quotes still require minor adjustments that may increase or decrease the overall cost. Due to this, staff is requesting Interim Administrator approval for up to \$200,000 to cover these required repairs. Staff will continue to work with the insurance company and FEMA for any applicable reimbursements of these repairs.

FISCAL IMPACT: **Disaster Recovery – Admin (500550-500-101)**

Budget Resolution Required: yes no

MOTIONS: To authorize the Interim Administrator to contract with DKI for the purchase of 9 replacement/additional carports and warehouse repairs not to exceed \$200,000.

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

Date: **May 1, 2024**

Approvals:

KRL
Interim Administrator

Finance

DF
Water Operations

AC
Wastewater Operations

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

Attachments: **DKI Quotes & Participation Agreement**

February 8, 2024

Project: Englewood Water District
201 Selma Ave
Englewood, FL 34223

RE: DKI #24-1006-RCS Revised Proposal

SCOPE OF WORK

DKI offers the following revised proposal for drywall repair for the main building. Enclosed is a detailed estimate outlining the scope of work. The cost for the drywall repairs is a fixed cost and if the scope changes, then a supplemental change order will be submitted for approvals.

NOTE TO EXCEED COST \$32,065.57*

* All estimates are valid for thirty (30) days from the date of the proposal.

DKI SERVICE PROVIDER: FP Property Restoration

DKI appreciates this opportunity to provide repair services to Englewood Water District. We are committed to the partnership and look forward to providing excellent service and care. If you have any questions or require additional information, please contact me directly at (224) 205-0335.

Sincerely,



Darlene Truong
Director Operations Consulting

To approve the scope of work, please sign below and complete the enclosed Statement of Work form.

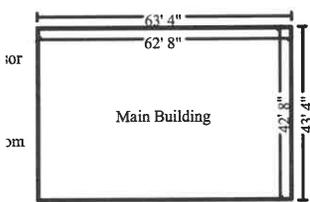
Englewood Water District Representative

Name: _____
Title: _____
Signature: _____
Date: _____

ENGLE_REV_24-1006
Main Building-Selma Ave

Main Building-Selma Ave

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>HAULING						
1. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	810.99	0.00	0.00	162.20	973.19
2. Project Management - per hour	10.00 HR	0.00	103.00	0.00	0.00	1,030.00
Total: Main Building-Selma Ave				0.00	162.20	2,003.19

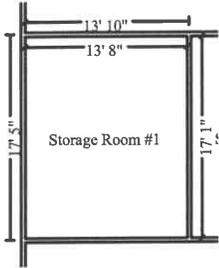


Main Building

Height: 10'

2,106.67 SF Walls	2,673.78 SF Ceiling
4,780.44 SF Walls & Ceiling	2,673.78 SF Floor
297.09 SY Flooring	210.67 LF Floor Perimeter
210.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>PREP						
3. Content Manipulation charge - per hour	11.88 HR	0.00	54.63	0.00	129.80	778.80
<i>contents moved around during removals of all ceiling tiles and 2 offices that need drywall work to be completed in</i>						
4. Floor protection - plastic and tape - 10 mil	2,673.78 SF	0.00	0.34	0.00	181.82	1,090.91
>DRYWALL						
5. 5/8" drywall - hung, taped, floated, ready for paint	145.00 SF	0.00	3.15	0.00	91.36	548.11
<i>Drywall R&R in these locations: - Ron's office</i>						
<i>Mens Restroom- Ceiling only around vent</i>						
<i>Womens Restroom-ceiling only around vent</i>						
>TRIM						
6. Cove base molding - rubber or vinyl, 4" high	9.00 LF	0.00	2.40	0.00	4.32	25.92
>PAINT						
7. Seal/prime (1 coat) then paint (2 coats) the surface area	225.00 SF	0.00	1.53	0.00	68.86	413.11
>CLEANING						
8. Final cleaning - construction - Commercial	2,673.78 SF	0.00	0.27	0.00	144.38	866.30
Totals: Main Building				0.00	620.54	3,723.15



Storage Room #1

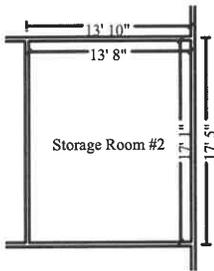
Height: 12' 1"

743.12 SF Walls	233.47 SF Ceiling
976.60 SF Walls & Ceiling	233.47 SF Floor
25.94 SY Flooring	61.50 LF Floor Perimeter
61.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>INTERIOR TRESTLE ACTIVITIES						
9. Scaffold - per section (per day)	9.00 DA	0.00	25.28	0.00	45.50	273.02
This line item was deployed in support of the interior scaffolding activities in order to provide support to the exterior activities. Ceiling Height: 12'1						
3 (Three) Sections of Trestle Scaffolding x 3 days						
Calc: (3*3)						
10. Scaffolding Setup & Take down - per hour	4.00 HR	0.00	54.63	0.00	43.70	262.22
Trestle Scaffolding Set-up						
Trestle Scaffolding Dismantled						
Set-up: 2 Tech(s) x 1 Hour(s)						
Breakdown: 2 Tech(s) x 1 Hour(s)						
11. Fall protection harness and lanyard (per day)	4.00 DA	0.00	8.00	0.00	6.40	38.40
Calc: 2 Tech(s) x 2 Day(s)						
>PREP						
12. Content Manipulation charge - per hour	2.33 HR	0.00	54.63	0.00	25.46	152.75
13. Floor protection - plastic and tape - 10 mil	233.47 SF	0.00	0.34	0.00	15.88	95.26
>DRYWALL						
14. Batt insulation - 10" - R30 - unfaced batt	233.47 SF	0.00	1.65	0.00	77.04	462.27
15. 5/8" drywall - hung, taped, floated, ready for paint	770.17 SF	0.00	3.15	0.00	485.20	2,911.24
<i>deduction for the block wall</i>						
16. Batt insulation - 6" - R19 - paper / foil faced	536.70 SF	0.00	1.15	0.00	123.44	740.65
<i>deduction for block wall</i>						
>TRIM						
17. R&R Cove base molding - rubber or vinyl, 4" high	61.50 LF	0.00	2.40	0.00	29.52	177.12
>PAINT						
18. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling	976.60 SF	0.00	1.53	0.00	298.84	1,793.04
>CLEANING						

CONTINUED - Storage Room #1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
19. Final cleaning - construction - Commercial	233.47 SF	0.00	0.27	0.00	12.60	75.64
Totals: Storage Room #1				0.00	1,163.58	6,981.61



Storage Room #2

Height: 12' 1"

743.12 SF Walls	233.47 SF Ceiling
976.60 SF Walls & Ceiling	233.47 SF Floor
25.94 SY Flooring	61.50 LF Floor Perimeter
61.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>INTERIOR TRESTLE ACTIVITIES						
20. Scaffold - per section (per day)	9.00 DA	0.00	25.28	0.00	45.50	273.02
This line item was deployed in support of the interior scaffolding activities in order to provide support to the exterior activities. Ceiling Height: 12'1 3 (Three) Sections of Trestle Scaffolding x 3 days Calc: (3*3)						
21. Scaffolding Setup & Take down - per hour	4.00 HR	0.00	54.63	0.00	43.70	262.22
Trestle Scaffolding Set-up Trestle Scaffolding Dismantled Set-up: 2 Tech(s) x 1 Hour(s) Breakdown: 2 Tech(s) x 1 Hour(s)						
22. Fall protection harness and lanyard (per day)	4.00 DA	0.00	8.00	0.00	6.40	38.40
Calc: 2 Tech(s) x 2 Day(s)						
>PREP						
23. Content Manipulation charge - per hour	3.00 HR	0.00	54.63	0.00	32.78	196.67
24. Floor protection - plastic and tape - 10 mil	233.47 SF	0.00	0.34	0.00	15.88	95.26
>DRYWALL						
25. Batt insulation - 10" - R30 - unfaced batt	233.47 SF	0.00	1.65	0.00	77.04	462.27
26. 5/8" drywall - hung, taped, floated, ready for paint	770.17 SF	0.00	3.15	0.00	485.20	2,911.24
<i>deduction for the block wall</i>						
27. Batt insulation - 6" - R19 - paper / foil faced	536.70 SF	0.00	1.15	0.00	123.44	740.65
<i>deduction for block wall</i>						

CONTINUED - Storage Room #2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>TRIM						
28. R&R Cove base molding - rubber or vinyl, 4" high	61.50 LF	0.00	2.40	0.00	29.52	177.12
>PAINT						
29. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling	976.60 SF	0.00	1.53	0.00	298.84	1,793.04
>CLEANING						
30. Final cleaning - construction - Commercial	233.47 SF	0.00	0.27	0.00	12.60	75.64
Totals: Storage Room #2				0.00	1,170.90	7,025.53



Warehouse #1

Height: 8'

1,422.67 SF Walls	1,915.83 SF Ceiling
3,338.50 SF Walls & Ceiling	1,915.83 SF Floor
212.87 SY Flooring	177.83 LF Floor Perimeter
177.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>INTERIOR TRESTLE ACTIVITIES						
31. Scaffold - per section (per day)	9.00 DA	0.00	25.28	0.00	45.50	273.02
This line item was deployed in support of the interior scaffolding activities in order to provide support to the exterior activities. Ceiling Height: 12'1 3 (Three) Sections of Trestle Scaffolding x 3 days Calc: (3*3)						
32. Scaffolding Setup & Take down - per hour	4.00 HR	0.00	54.63	0.00	43.70	262.22
Trestle Scaffolding Set-up Trestle Scaffolding Dismantled Set-up: 2 Tech(s) x 1 Hour(s) Breakdown: 2 Tech(s) x 1 Hour(s)						
33. Fall protection harness and lanyard (per day)	4.00 DA	0.00	8.00	0.00	6.40	38.40
Calc: 2 Tech(s) x 2 Day(s)						
>PREP						
34. Floor protection - plastic and tape - 10 mil	211.50 SF	0.00	0.34	0.00	14.38	86.29
35. Content Manipulation charge - per hour	3.00 HR	0.00	54.63	0.00	32.78	196.67
>DRYWALL						

CONTINUED - Warehouse #1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
36. 5/8" drywall - hung, taped, floated, ready for paint <i>deduction for the block wall</i>	425.94 SF	0.00	3.15	0.00	268.34	1,610.05
>TRIM						
37. R&R Cove base molding - rubber or vinyl, 4" high	35.25 LF	0.00	2.40	0.00	16.92	101.52
>PAINT						
38. Seal/prime (1 coat) then paint (2 coats) the surface area	425.94 SF	0.00	1.53	0.00	130.34	782.03
>CLEANING						
39. Final cleaning - construction - Commercial	1,915.83 SF	0.00	0.27	0.00	103.46	620.73
Totals: Warehouse #1				0.00	661.82	3,970.93



Warehouse #2

Height: 8'

1,422.67 SF Walls	1,915.83 SF Ceiling
3,338.50 SF Walls & Ceiling	1,915.83 SF Floor
212.87 SY Flooring	177.83 LF Floor Perimeter
177.83 LF Ceil. Perimeter	

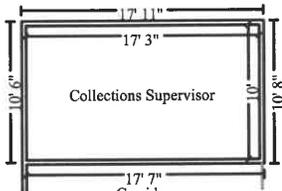
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>INTERIOR TRESTLE ACTIVITIES						
40. Scaffold - per section (per day)	9.00 DA	0.00	25.28	0.00	45.50	273.02
This line item was deployed in support of the interior scaffolding activities in order to provide support to the exterior activities. Ceiling Height: 12'1 3 (Three) Sections of Trestle Scaffolding x 3 days Calc: (3*3)						
41. Scaffolding Setup & Take down - per hour	4.00 HR	0.00	54.63	0.00	43.70	262.22
Trestle Scaffolding Set-up Trestle Scaffolding Dismantled Set-up: 2 Tech(s) x 1 Hour(s) Breakdown: 2 Tech(s) x 1 Hour(s)						
42. Fall protection harness and lanyard (per day)	4.00 DA	0.00	8.00	0.00	6.40	38.40
Calc: 2 Tech(s) x 2 Day(s)						
>PREP						
43. Content Manipulation charge - per hour	3.00 HR	0.00	54.63	0.00	32.78	196.67

CONTINUED - Warehouse #2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
44. Floor protection - plastic and tape - 10 mil	211.50 SF	0.00	0.34	0.00	14.38	86.29
>DRYWALL						
45. 5/8" drywall - hung, taped, floated, ready for paint <i>deduction for the block wall</i>	425.94 SF	0.00	3.15	0.00	268.34	1,610.05
>TRIM						
46. R&R Cove base molding - rubber or vinyl, 4" high	35.25 LF	0.00	2.40	0.00	16.92	101.52
>PAINT						
47. Seal/prime (1 coat) then paint (2 coats) the surface area	425.94 SF	0.00	1.53	0.00	130.34	782.03
>CLEANING						
48. Final cleaning - construction - Commercial	1,915.83 SF	0.00	0.27	0.00	103.46	620.73
Totals: Warehouse #2				0.00	661.82	3,970.93

Collections Supervisor

Height: 8'

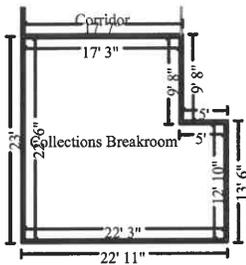


436.00 SF Walls	172.50 SF Ceiling
608.50 SF Walls & Ceiling	172.50 SF Floor
19.17 SY Flooring	54.50 LF Floor Perimeter
54.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>PREP						
49. Content Manipulation charge - per hour	1.73 HR	0.00	54.63	0.00	18.90	113.41
50. Floor protection - plastic and tape - 10 mil	172.50 SF	0.00	0.34	0.00	11.74	70.39
>DRYWALL						
51. 5/8" drywall - hung, taped, floated, ready for paint <i>Includes the West Wall only.</i>	103.50 SF	0.00	3.15	0.00	65.20	391.23
>PAINT						
52. Seal/prime (1 coat) then paint (2 coats) the walls	436.00 SF	0.00	1.53	0.00	133.42	800.50
>CLEANING						

CONTINUED - Collections Supervisor

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
53. Final cleaning - construction - Commercial	172.50 SF	0.00	0.27	0.00	9.32	55.90
Totals: Collections Supervisor				0.00	238.58	1,431.43



Collections Breakroom

Height: 8'

716.00 SF Walls	452.29 SF Ceiling
1,168.29 SF Walls & Ceiling	452.29 SF Floor
50.25 SY Flooring	89.50 LF Floor Perimeter
89.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>PREP						
54. Content Manipulation charge - per hour	4.52 HR	0.00	54.63	0.00	49.38	296.31
55. Floor protection - plastic and tape - 10 mil	452.29 SF	0.00	0.34	0.00	30.76	184.54
>DRYWALL						
56. 5/8" drywall - hung, taped, floated, ready for paint	269.00 SF	0.00	3.15	0.00	169.48	1,016.83
<i>Includes the entirety of the West Wall, as well as both sides of the Collections / Distribution wall at 2ft height.</i>						
>PAINT						
57. Seal/prime (1 coat) then paint (2 coats) the walls	716.00 SF	0.00	1.53	0.00	219.10	1,314.58
>CLEANING						
58. Final cleaning - construction - Commercial	452.29 SF	0.00	0.27	0.00	24.42	146.54
Totals: Collections Breakroom				0.00	493.14	2,958.80
Total: Main Building-Selma Ave				0.00	5,172.58	32,065.57
Line Item Totals: ENGLE_REV_24-1006				0.00	5,172.58	32,065.57



Grand Total Areas:

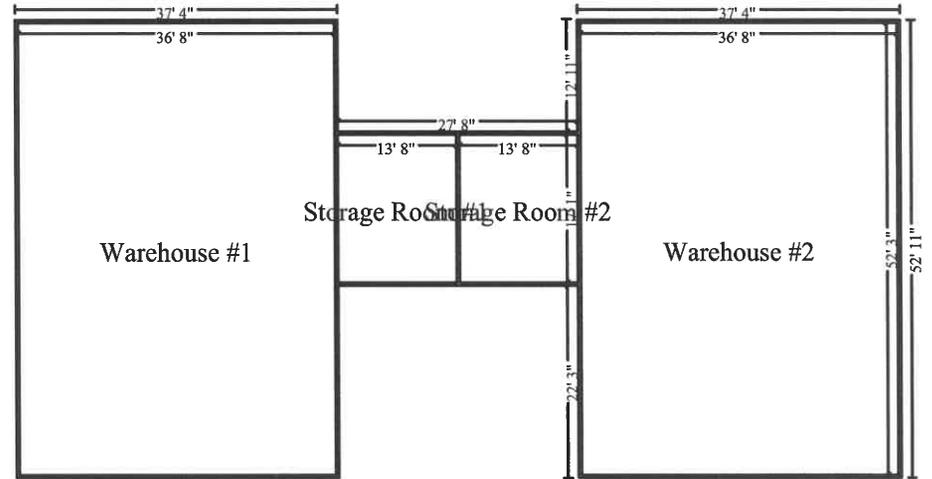
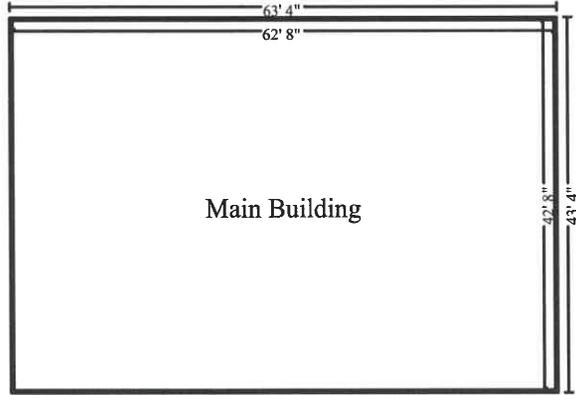
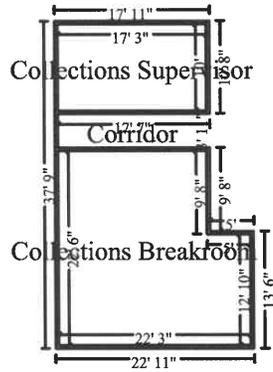
7,902.92 SF Walls	7,665.40 SF Ceiling	15,568.31 SF Walls and Ceiling
7,665.40 SF Floor	851.71 SY Flooring	872.42 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	872.42 LF Ceil. Perimeter
7,665.40 Floor Area	7,929.84 Total Area	7,902.92 Interior Wall Area
7,001.15 Exterior Wall Area	715.50 Exterior 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	



Summary for Dwelling

Line Item Total	26,892.99
Overhead	2,586.29
Profit	2,586.29
	<hr/>
Replacement Cost Value	\$32,065.57
Net Claim	\$32,065.57
	<hr/> <hr/>

Bob Trefz
Estimator





PURCHASE ORDER - OMNIA PUBLIC

CLIENT NAME: Englewood Water District	CONTACT: Bee Ling Wheaton
PROPERTY ADDRESS(ES) WHERE SERVICES ARE TO BE PROVIDED: 201 Selma Ave Englewood, FL 34223	E-MAIL: bwheaton@englewoodwater.com
	PHONE: 941.460.1014
DESCRIPTION OF SERVICES TO BE PROVIDED (THE "SERVICES"). PLEASE INDICATE WHETHER SERVICES DESCRIBED ARE EMERGENCY RESPONSE ("EMERGENCY SERVICES") OR POST-MITIGATION RECONSTRUCTION ("RECONSTRUCTION SERVICES"): Repairs for main building, detailed estimate enclosed: ENGLE_REV_24-1006	
NTP (NOTICE TO PROCEED) AMOUNT ¹ FOR EMERGENCY SERVICES: \$ _____	TOTAL CONTRACT AMOUNT ² FOR RECONSTRUCTION SERVICES: \$ <u>32,065.57</u>
EFFECTIVE DATE: 2/8/2024	
PAYMENT TERMS: <u>Net 30 days of receipt of invoice by Client.</u>	
OTHER TERMS: This Agreement is subject to the terms and conditions of the April 28, 2020 OMNIA Master Agreement #R191606 and in the event of any conflict or ambiguity, the terms and conditions of the OMNIA Master Agreement #R191606 shall control and take precedence.	

This Purchase Order, the Terms and Conditions attached hereto, and any itemized scope of work for the Services submitted to and accepted by Client (a "Scope of Work"), shall constitute the entire agreement ("Agreement") between the Client and DKI (each of them a "Party") with respect to the subject matter hereof and shall supersede all prior discussions. Any Scope of Work, whether attached hereto as Exhibit A or subsequently accepted by Client in writing, shall be incorporated into this Purchase Order by reference as if originally attached hereto on the Effective Date. This Agreement is entered into as of the Effective Date. DKI objects to any terms introduced by Client and rejects them in their entirety; no terms of Client will be of any force or effect unless agreed to in writing by DKI. No modification of this Agreement will be effective unless made in writing and signed by both DKI and Client.

"DKI"
DKI Restoration, LLC d/b/a DKI Commercial Solutions, LLC

"CLIENT"

(Legal Name and DBA of Client)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

¹ NTP Amount shall be the estimated value of Emergency Services to be provided under this Agreement, and such NTP Amount may be adjusted upward or downward in accordance with written Change Orders executed by both DKI and Client.
² Total Contract Amount is the amount agreed for Reconstruction Services to be provided under this Agreement, which shall be calculated using the appropriate Xactimate pricing table(s) assigned to the postal code(s) associated with the Property Address(es) identified above and itemized on a Scope of Work.



TERMS AND CONDITIONS

- 1. Delivery of Services.** Client's execution of this Purchase Order constitutes a written acknowledgment and direction from Client to DKI and its assigned Service Provider(s) to commence the Services described hereon (a "**Notice to Proceed**"). If Client requests modifications to any Services set forth on the Purchase Order (and, if applicable, Scope of Work), and DKI agrees that such modifications are consistent with industry standards for the type of work performed, Client and DKI shall execute a written "**Change Order**" necessary to effectuate such modifications, which shall also set forth any additional fees made necessary thereby. Concealed conditions that materially affect the Services and were not observable by DKI using prudent industry practices when the NTP Amount or Total Contract Amount was proposed to Client may require a Change Order. Client acknowledges and agrees that all or a portion of the Services shall be performed by DKI's network of franchisees, affiliates, and/or specialty service providers ("**Service Providers**"), who shall serve as the general contractors with respect to the Services being provided under the Agreement, including, but not limited to, furnishing labor, materials, consumables, equipment, tools, subcontract services, specialty items, and reimbursable items required to complete the work described in the Purchase Order and any Scope of Work. Notwithstanding the foregoing: (a) all amounts owed under the Agreement shall be paid directly to DKI; (b) Client shall contact DKI directly in connection with the performance of all Services; and (c) Client shall not, and shall not permit any of its affiliates or subsidiaries to, directly or indirectly: (i) engage or otherwise solicit the services of any assigned Service Provider without DKI's written consent; or (ii) take any action to circumvent DKI's administration of the Services.
- 2. Taxes and Fees.** DKI and/or its assigned Service Provider(s) will charge Client, and Client shall be liable for payment of, all sales and local taxes, and any permit fees, that may be applicable to Services rendered under this Agreement, including, but not limited to, labor, materials, consumables, equipment, tools, subcontract services, specialty items, and reimbursable items required to complete the work described in the Purchase Order and any Scope of Work.
- 3. Payment.** Amounts not paid within the time required for payment on the face of the Purchase Order shall bear interest at 18% per annum, if lawful, and otherwise at the highest rates permitted by law. Without prejudice to any other rights, DKI may suspend provision of Services under this Agreement if Client defaults in payment of any amounts due, or whenever DKI may deem itself insecure as to Client's performance, until Client remedies such default or provides assurance that satisfies DKI, in its sole discretion, of Client's ability to perform. In executing this Agreement, Client acknowledges and agrees that (i) its payment obligations hereunder are not dependent upon payment to Client by any insurance company or other third party, and (ii) Client is ultimately responsible for, and hereby guarantees payment to DKI of, the total amount(s) stated on the Purchase Order.
- 4. Warranty.** DKI represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in DKI's trade or industry, and all Services shall meet the supply, descriptions, specifications, and performance standards set forth on the Purchase Order and/or any Scope of Work. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DKI MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5. Inspection.** All claims with respect to allegedly defective Services shall be made in writing to DKI immediately upon discovery.
- 6. Indemnifications.** Each Party to this Agreement (the "**Indemnifying Party**") agrees to and shall defend, indemnify, and hold harmless the other Party hereto, its affiliates, and each of its and their respective owners, partners, members, managers, principals, directors, officers, employees, contractors, and agents (each an "**Indemnified Party**") against and from any and all losses, liabilities, damages, deficiencies, fines, amounts paid in settlements or judgments, and expenses and costs (including reasonable attorney's fees), incurred by or levied against such Indemnified Party as a result of any claim, action, suit, investigation, or proceeding brought by a third party (an "**Indemnified Claim**") to the extent such Indemnified Claim arises out of or relates to (i) the Indemnifying Party's breach of its liabilities and obligations under this Agreement, or (ii) the gross negligence, fraud, or willful misconduct of the Indemnifying Party, its affiliates, or any of its or their respective owners, partners, members, managers, principals, directors, officers, employees, contractors, and agents in connection with this Agreement; provided that the Indemnified Party shall promptly notify the Indemnifying Party in writing of any Indemnified Claim, shall give the Indemnified Party the opportunity to assume sole control of the defense and settlement of the Indemnified Claim (except that the Indemnifying Party may not settle any Indemnified Claim unless it unconditionally releases the Indemnified Party of all liability), and shall give the Indemnifying Party all reasonable assistance in connection with such Indemnified Claim, at the Indemnifying Party's expense. These indemnification obligations shall survive termination of the Agreement.
- 7. Limitation of Liability.** Notwithstanding anything in this Agreement to the contrary, DKI's and its Service Provider(s)' total liability to Client for any Losses relating to or arising from this Agreement or performance of the Services shall not exceed the aggregate purchase price of the particular Services with respect to which Losses are claimed. Client must make any claim against DKI within 12 months of the date the Services are substantially completed, and any claim not made within such 12-month period is irrevocably waived. In no event shall DKI be liable for any indirect, special, punitive, incidental, or consequential damages, including, without limitation, (i) damages for loss of income, revenue, profits, or savings, and (ii) subsequent damages to structural foundations, real property, or personal property. DKI has no liability to any person or entity other than Client by virtue of the sale of the Services or any other matters contemplated by this Agreement. This limitation of liability shall survive the expiration or termination of the Agreement.
- 8. Force Majeure.** DKI is not responsible for and will not be liable for any damages (of any nature whatsoever) for any delay caused in whole or in part by circumstances beyond DKI's reasonable control, including, but not limited to, force majeure, fires, or accidents; strikes or other differences with workers; war (whether declared or undeclared), riots, or embargoes; delays by carriers; delays in shipment or receipt of materials from suppliers; any legislative, administrative, or executive law, order or requisition of any federal, state or local government or any subdivision, department, agency, officer, or official thereof; and epidemics, pandemics, or disease.
- 9. Attorneys' Fees.** The prevailing Party in any proceeding related to this Agreement shall be entitled to recover reasonable attorneys' fees and costs.
- 10. Waiver.** Waiver by Client or DKI of any terms or conditions of this Agreement or waiver of any breach hereof will not be construed as a waiver of any other term, condition, or breach. Determination that any provision of this Agreement is illegal or invalid will not affect the validity or enforceability of the remaining provisions of this Agreement.
- 11. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois. Any action relating to this Agreement shall be brought exclusively in the courts located in Cook County, Illinois, and each Party hereby consents and submits to the jurisdiction of such courts.

April 30, 2024

Project: Englewood Water District
201 Selma Ave
Englewood, FL 34223

RE: DKI #23-5590-GS Revised Proposal

SCOPE OF WORK

The following is a project scope of work for 201 Selma Ave. The enclosed detailed estimate outlines the work for the spray foam for the rear building/warehouse. The work will include:

- Moving of contents from one room to another to prevent overspray.
- Plastic covering to protect contents.
- Floor protection
- Spray foam insulation in ceilings for – Main Building, Storage Room #1, Storage Room #2, Warehouse #1 and Warehouse #2.

COST: \$ 39,385.68*

*Pricing is valid for 30 days from date of proposal. Proposals accepted past the 30 days will be requoted for labor or material cost increase.

DKI appreciates this opportunity to provide services to Englewood Water District. We are committed to the partnership and look forward to providing excellent service and care.

Sincerely,



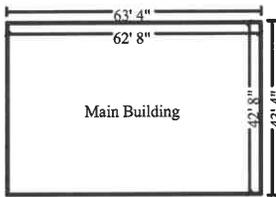
Darlene Truong
Director Operations Consulting

ENGLEWOOD_SPRAY_FOAM

Main Building-Selma Ave

Main Building-Selma Ave

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>GENERAL ITEMS						
1. Project Management	10.00 HR	0.00	104.00	0.00	0.00	1,040.00
2. Content Manipulation charge - per hour	48.00 HR	0.00	55.64	0.00	534.14	3,204.86
<i>4 crew members for 12 hours to move contents out of the way in all areas to prevent overspray of spray foam. This will consist over a couple of days due to workers being present.</i>						
Total: Main Building-Selma Ave				0.00	534.14	4,244.86

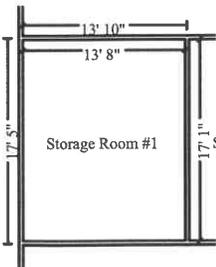


Main Building

Height: 10'

2,106.67 SF Walls	2,673.78 SF Ceiling
4,780.44 SF Walls & Ceiling	2,673.78 SF Floor
297.09 SY Flooring	210.67 LF Floor Perimeter
210.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>SPRAY FOAM INSULATION						
3. Sprayed polyurethane foam - open cell	2,673.78 SF	0.00	3.28	0.00	1,754.00	10,524.00
>PREP						
4. Protect contents - Cover with plastic	2,673.78 SF	0.00	0.25	0.00	133.70	802.15
5. Floor protection - cardboard and tape	2,673.78 SF	0.67	0.00	0.00	358.28	2,149.71
Totals: Main Building				0.00	2,245.98	13,475.86



Storage Room #1

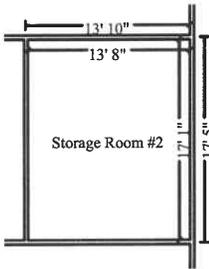
Height: 12' 1"

743.12 SF Walls	233.47 SF Ceiling
976.60 SF Walls & Ceiling	233.47 SF Floor
25.94 SY Flooring	61.50 LF Floor Perimeter
61.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
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CONTINUED - Storage Room #1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>SPRAY FOAM INSULATION						
6. Sprayed polyurethane foam - open cell	233.47 SF	0.00	3.28	0.00	153.16	918.94
>PREP						
7. Floor protection - cardboard and tape	233.47 SF	0.67	0.00	0.00	31.28	187.70
8. Protect contents - Cover with plastic	233.47 SF	0.00	0.25	0.00	11.68	70.05
Totals: Storage Room #1				0.00	196.12	1,176.69



Storage Room #2

Height: 12' 1"

743.12 SF Walls	233.47 SF Ceiling
976.60 SF Walls & Ceiling	233.47 SF Floor
25.94 SY Flooring	61.50 LF Floor Perimeter
61.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>SPRAY FOAM INSULATION						
9. Sprayed polyurethane foam - open cell	233.47 SF	0.00	3.28	0.00	153.16	918.94
>PREP						
10. Floor protection - cardboard and tape	233.47 SF	0.67	0.00	0.00	31.28	187.70
11. Protect contents - Cover with plastic	233.47 SF	0.00	0.25	0.00	11.68	70.05
Totals: Storage Room #2				0.00	196.12	1,176.69



Warehouse #1

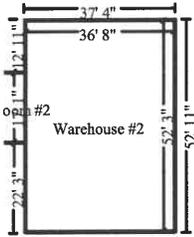
Height: 8'

1,422.67 SF Walls	1,915.83 SF Ceiling
3,338.50 SF Walls & Ceiling	1,915.83 SF Floor
212.87 SY Flooring	177.83 LF Floor Perimeter
177.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
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CONTINUED - Warehouse #1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>SPRAY FOAM INSULATION						
12. Sprayed polyurethane foam - open cell	1,915.83 SF	0.00	3.28	0.00	1,256.78	7,540.70
>PREP						
13. Floor protection - cardboard and tape	1,915.83 SF	0.67	0.00	0.00	256.72	1,540.33
14. Protect contents - Cover with plastic	1,915.83 SF	0.00	0.25	0.00	95.80	574.76
Totals: Warehouse #1				0.00	1,609.30	9,655.79



Warehouse #2

Height: 8'

1,422.67 SF Walls	1,915.83 SF Ceiling
3,338.50 SF Walls & Ceiling	1,915.83 SF Floor
212.87 SY Flooring	177.83 LF Floor Perimeter
177.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>SPRAY FOAM INSULATION						
15. Sprayed polyurethane foam - open cell	1,915.83 SF	0.00	3.28	0.00	1,256.78	7,540.70
>PREP						
16. Floor protection - cardboard and tape	1,915.83 SF	0.67	0.00	0.00	256.72	1,540.33
17. Protect contents - Cover with plastic	1,915.83 SF	0.00	0.25	0.00	95.80	574.76
Totals: Warehouse #2				0.00	1,609.30	9,655.79
Total: Main Building-Selma Ave				0.00	6,390.96	39,385.68
Line Item Totals: ENGLEWOOD_SPRAY_FOAM				0.00	6,390.96	39,385.68



Grand Total Areas:

6,438.25 SF Walls	6,972.39 SF Ceiling	13,410.64 SF Walls and Ceiling
6,972.39 SF Floor	774.71 SY Flooring	689.33 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	689.33 LF Ceil. Perimeter
6,972.39 Floor Area	7,186.64 Total Area	6,438.25 Interior Wall Area
5,950.60 Exterior Wall Area	594.17 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	

Summary for Dwelling

Line Item Total	32,994.72
Overhead	3,195.48
Profit	3,195.48
Replacement Cost Value	\$39,385.68
Net Claim	\$39,385.68

Bob Trefz
Estimator

February 21, 2024

Project: Englewood Water District
201 Selma Ave
Englewood, FL 34223

RE: DKI #24-1058-RCS Carport Proposal

SCOPE OF WORK

DKI offers the following proposal for Englewood Water District. Enclosed is a detailed estimate outlining the cost for the carports, with installation included. The carports are special order and there will be a lead time for the materials. Lead time will be advised once the proposal is approved and materials are ordered.

NOTE TO EXCEED COST \$105,070.00

All estimates are valid for thirty (30) days from the date of the proposal. Since the carports are special order, a deposit will be required prior to ordering the materials.

- \$52,020 – 50% Deposit for carports
- \$53,050 – Balance due, includes the labor cost for project supervision of the carport install

DKI SERVICE PROVIDER: FP Property Restoration

DKI appreciates this opportunity to provide capital improvement services to Englewood Water District. We are committed to the partnership and look forward to providing excellent service and care. If you have any questions or require additional information, please contact me directly at (224) 205-0335.

Sincerely,



Darlene Truong
Director Operations Consulting

To approve the scope of work, please sign below and complete the enclosed form.

Englewood Water District Representative

Name: _____
Title: _____
Signature: _____
Date: _____

**DKI Services**

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

ENGLEWOOD_CAR_PORT**ENGLEWOOD_CAR_PORT**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Project Management - per hour	10.00 HR	0.00	103.00	0.00	0.00	1,030.00
Total: ENGLEWOOD_CAR_PORT				0.00	0.00	1,030.00

Collections / Distributions Storage

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
2. Carport - 24' wide x 51' long x 14' high	4.00 EA	0.00	14,280.00	0.00	1,142.40	58,262.40
Totals: Collections / Distributions Storage				0.00	1,142.40	58,262.40

Tanker Trailer

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
3. Carport - 15' wide x 50' long x 14' high	1.00 EA	0.00	10,560.00	0.00	211.20	10,771.20
Totals: Tanker Trailer				0.00	211.20	10,771.20

Vacuum Truck

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
4. Carport - 18' wide x 40' long x 14' high	1.00 EA	0.00	9,120.00	0.00	182.40	9,302.40
5. Carport - 18' wide x 45' long x 14' high	1.00 EA	0.00	9,720.00	0.00	194.40	9,914.40
6. Carport - 18' wide x 50' long x 14' high	1.00 EA	0.00	10,560.00	0.00	211.20	10,771.20
Totals: Vacuum Truck				0.00	588.00	29,988.00

Admin

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
7. Carport - 20' wide x 20' long x 8' high	1.00 EA	0.00	4,920.00	0.00	98.40	5,018.40
Totals: Admin				0.00	98.40	5,018.40

Line Item Totals: ENGLEWOOD_CAR_PORT **0.00** **2,040.00** **105,070.00**

Grand Total Areas:

7,902.92 SF Walls	7,665.40 SF Ceiling	15,568.31 SF Walls and Ceiling
7,665.40 SF Floor	851.71 SY Flooring	872.42 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	872.42 LF Ceil. Perimeter
7,665.40 Floor Area	7,929.84 Total Area	7,902.92 Interior Wall Area
7,001.15 Exterior Wall Area	715.50 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	



PURCHASE ORDER - OMNIA PUBLIC

CLIENT NAME: Englewood Water District	CONTACT: Bee Ling Wheaton
PROPERTY ADDRESS(ES) WHERE SERVICES ARE TO BE PROVIDED: 201 Selma Ave Englewood, FL 34223	E-MAIL: bwheaton@englewoodwater.com
	PHONE: 941.460.1014
DESCRIPTION OF SERVICES TO BE PROVIDED (THE "SERVICES"). PLEASE INDICATE WHETHER SERVICES DESCRIBED ARE EMERGENCY RESPONSE ("EMERGENCY SERVICES") OR POST-MITIGATION RECONSTRUCTION ("RECONSTRUCTION SERVICES"): Carports and installation quote ENGLEWOOD_CAR_PORT	
NTP (NOTICE TO PROCEED) AMOUNT ¹ FOR EMERGENCY SERVICES: \$ _____	TOTAL CONTRACT AMOUNT ² FOR RECONSTRUCTION SERVICES: \$ <u>105,070.00</u>
EFFECTIVE DATE: 2/21/2024	
PAYMENT TERMS: \$52,020 – 50% Deposit for carports and \$53,050 – Balance due, includes the labor cost for project supervision of the carport install	
OTHER TERMS: This Agreement is subject to the terms and conditions of the April 28, 2020 OMNIA Master Agreement #R191606 and in the event of any conflict or ambiguity, the terms and conditions of the OMNIA Master Agreement #R191606 shall control and take precedence.	

This Purchase Order, the Terms and Conditions attached hereto, and any itemized scope of work for the Services submitted to and accepted by Client (a "Scope of Work"), shall constitute the entire agreement ("Agreement") between the Client and DKI (each of them a "Party") with respect to the subject matter hereof and shall supersede all prior discussions. Any Scope of Work, whether attached hereto as Exhibit A or subsequently accepted by Client in writing, shall be incorporated into this Purchase Order by reference as if originally attached hereto on the Effective Date. This Agreement is entered into as of the Effective Date. DKI objects to any terms introduced by Client and rejects them in their entirety; no terms of Client will be of any force or effect unless agreed to in writing by DKI. No modification of this Agreement will be effective unless made in writing and signed by both DKI and Client.

"DKI"
DKI Restoration, LLC d/b/a DKI Commercial Solutions, LLC

"CLIENT"

(Legal Name and DBA of Client)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

¹ NTP Amount shall be the estimated value of Emergency Services to be provided under this Agreement, and such NTP Amount may be adjusted upward or downward in accordance with written Change Orders executed by both DKI and Client.
² Total Contract Amount is the amount agreed for Reconstruction Services to be provided under this Agreement, which shall be calculated using the appropriate Xactimate pricing table(s) assigned to the postal code(s) associated with the Property Address(es) identified above and itemized on a Scope of Work.



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- 2. Taxes and Fees.** DKI and/or its assigned Service Provider(s) will charge Client, and Client shall be liable for payment of, all sales and local taxes, and any permit fees, that may be applicable to Services rendered under this Agreement, including, but not limited to, labor, materials, consumables, equipment, tools, subcontract services, specialty items, and reimbursable items required to complete the work described in the Purchase Order and any Scope of Work.
- 3. Payment.** Amounts not paid within the time required for payment on the face of the Purchase Order shall bear interest at 18% per annum, if lawful, and otherwise at the highest rates permitted by law. Without prejudice to any other rights, DKI may suspend provision of Services under this Agreement if Client defaults in payment of any amounts due, or whenever DKI may deem itself insecure as to Client's performance, until Client remedies such default or provides assurance that satisfies DKI, in its sole discretion, of Client's ability to perform. In executing this Agreement, Client acknowledges and agrees that (i) its payment obligations hereunder are not dependent upon payment to Client by any insurance company or other third party, and (ii) Client is ultimately responsible for, and hereby guarantees payment to DKI of, the total amount(s) stated on the Purchase Order.
- 4. Warranty.** DKI represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in DKI's trade or industry, and all Services shall meet the supply, descriptions, specifications, and performance standards set forth on the Purchase Order and/or any Scope of Work. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DKI MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5. Inspection.** All claims with respect to allegedly defective Services shall be made in writing to DKI immediately upon discovery.
- 6. Indemnifications.** Each Party to this Agreement (the "Indemnifying Party") agrees to and shall defend, indemnify, and hold harmless the other Party hereto, its affiliates, and each of its and their respective owners, partners, members, managers, principals, directors, officers, employees, contractors, and agents (each an "Indemnified Party") against and from any and all losses, liabilities, damages, deficiencies, fines, amounts paid in settlements or judgments, and expenses and costs (including reasonable attorney's fees), incurred by or levied against such Indemnified Party as a result of any claim, action, suit, investigation, or proceeding brought by a third party (an "Indemnified Claim") to the extent such Indemnified Claim arises out of or relates to (i) the Indemnifying Party's breach of its liabilities and obligations under this Agreement, or (ii) the gross negligence, fraud, or willful misconduct of the Indemnifying Party, its affiliates, or any of its or their respective owners, partners, members, managers, principals, directors, officers, employees, contractors, and agents in connection with this Agreement; provided that the Indemnified Party shall promptly notify the Indemnifying Party in writing of any Indemnified Claim, shall give the Indemnified Party the opportunity to assume sole control of the defense and settlement of the Indemnified Claim (except that the Indemnifying Party may not settle any Indemnified Claim unless it unconditionally releases the Indemnified Party of all liability), and shall give the Indemnifying Party all reasonable assistance in connection with such Indemnified Claim, at the Indemnifying Party's expense. These indemnification obligations shall survive termination of the Agreement.
- 7. Limitation of Liability:** Notwithstanding anything in this Agreement to the contrary, DKI's and its Service Provider(s)' total liability to Client for any Losses relating to or arising from this Agreement or performance of the Services shall not exceed the aggregate purchase price of the particular Services with respect to which Losses are claimed. Client must make any claim against DKI within 12 months of the date the Services are substantially completed, and any claim not made within such 12-month period is irrevocably waived. In no event shall DKI be liable for any indirect, special, punitive, incidental, or consequential damages, including, without limitation, (i) damages for loss of income, revenue, profits, or savings, and (ii) subsequent damages to structural foundations, real property, or personal property. DKI has no liability to any person or entity other than Client by virtue of the sale of the Services or any other matters contemplated by this Agreement. This limitation of liability shall survive the expiration or termination of the Agreement.
- 8. Force Majeure.** DKI is not responsible for and will not be liable for any damages (of any nature whatsoever) for any delay caused in whole or in part by circumstances beyond DKI's reasonable control, including, but not limited to, force majeure, fires, or accidents; strikes or other differences with workers; war (whether declared or undeclared), riots, or embargoes; delays by carriers; delays in shipment or receipt of materials from suppliers; any legislative, administrative, or executive law, order or requisition of any federal, state or local government or any subdivision, department, agency, officer, or official thereof; and epidemics, pandemics, or disease.
- 9. Attorneys' Fees.** The prevailing Party in any proceeding related to this Agreement shall be entitled to recover reasonable attorneys' fees and costs.
- 10. Waiver.** Waiver by Client or DKI of any terms or conditions of this Agreement or waiver of any breach hereof will not be construed as a waiver of any other term, condition, or breach. Determination that any provision of this Agreement is illegal or invalid will not affect the validity or enforceability of the remaining provisions of this Agreement.
- 11. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois. Any action relating to this Agreement shall be brought exclusively in the courts located in Cook County, Illinois, and each Party hereby consents and submits to the jurisdiction of such courts.

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is made as of the 27th day of June in the year 2023, between **ENGLEWOOD WATER DISTRICT**, an independent Special District, whose address is 201 Selma Ave, Englewood, FL 34223 (hereinafter referred to as the “**DISTRICT**”), and **DKI SOLUTIONS LLC**, whose address is 1720 W. Division St., Suite 48, Chicago, IL 60622 (hereinafter referred to as the “**CONTRACTOR**”).

WITNESSTH:

WHEREAS, OMNIA Partners (“**OMNIA**”) is a cooperative purchasing organization for public sector procurement under the laws of the state of Tennessee.

WHEREAS, OMNIA, a consolidation of National IPA and U.S. Communities, was created by Tennessee state law as a cooperative purchasing organization soliciting contracts that are competitively solicited and publicly awarded by a government entity serving as the lead agency for use by members in education and government.

WHEREAS, the **DISTRICT** is a member of **OMNIA** and is eligible to participate in all **OMNIA** awarded contracts.

WHEREAS, use of cooperative purchasing agreements can provide additional benefits to the **DISTRICT** such as expedited procurement and cost savings resulting from larger contract awards than the **DISTRICT** would be able to achieve on its own;

WHEREAS, the **DISTRICT’S** Purchasing Manager has reviewed the **OMNIA** solicitation and award process documentation and has found the **OMNIA** process to be compliant with **DISTRICT** policy and sound Public Procurement Best Practices.

WHEREAS, between November 13 and November 19, 2019, Region 4 Education Service Center, Texas (hereinafter referred to as “**ESC**”), **OMNIA’S** Lead Agency advertised for the Request for Proposal (RFP) Solicitation No. 19-16 in multiple newspapers nationwide.

WHEREAS, **ESC** fully evaluated all responses received in response to RFP 19-16;

WHEREAS, on May 1, 2020, **ESC** entered into a contract with the **CONTRACTOR’S** affiliated company, **DKI Restoration, LLC dba DKI Commercial Solutions, LLC**, to be administered by **OMNIA** as a national cooperative contract as a result of RFP 19-16;

WHEREAS, on May 1, 2023, **ESC** approved **DKI Restoration, LLC dba DKI Commercial Solutions, LLC’s** request to assign its May 2020 contract to **CONTRACTOR**.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Participation Agreement, the **DISTRICT** and the **CONTRACTOR** do hereby agree as set forth below:

1. **Recitals.** The above recitals are true and correct and are incorporated herein.

2. **Services.** CONTRACTOR hereby agrees to provide the DISTRICT with services as identified in RFP 19-16 under the OMNIA Contract.

This is not an exclusive Agreement. Nothing herein shall limit the DISTRICT'S right to obtain proposals or services from other contractors for same or similar work.

CONTRACTOR may also provide to the DISTRICT additional related commodities that may not be on schedule/contract and considered to be Open Market commodities. The cost of Open Market commodities may be negotiated between the parties.

During the term of this Participation Agreement, any negotiated price, terms or discounts may not be less favorable to the DISTRICT than the price, terms or discounts approved by OMNIA or any other participating government agency.

3. **Agreement.** This Participation Agreement and the OMNIA Contract dated May 1, 2020 ("Contract") set forth the entire agreement between the parties.

4. **Terms and Conditions.** The terms and conditions of the Contract between CONTRACTOR and OMNIA entered into on May 1, 2020, are hereby expressly incorporated by reference into and made a part of this Participation Agreement. In the event of a conflict between the terms and conditions of the Contract, any other documents signed and this Participation Agreement, the terms of the Contract shall govern but only to the extent the terms are not in conflict with Florida Law.

5. **Term.** This Participation Agreement is effective through **April 30, 2024**, current effective date of the OMNIA Contract. Should the OMNIA Contract be extended (option to extend one final year to **April 30, 2025**), this Participation Agreement will also be extended.

6. **Work.** Work shall be performed in accordance with the requirements set forth in this agreement, with the issuance of a purchase order for each mutually agreed upon project.

7. **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.

[Signature page follows.]

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

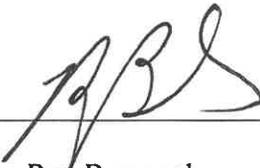
FOR DKI SOLUTIONS LLC.

By:  _____

Name: Lee Shoop

Title: SVP of DKI Ventures, LLC, its Manager

FOR ENGLEWOOD WATER DISTRICT

By:  _____

Name: Ray Burroughs

Title: Administrator



Englewood Water District

North and South Repeater Infrastructure

2024-04-26

Englewood Water District
Maurice Tindell
201 Selma Avenue
Englewood, Florida 34223

Subject: North and South Repeater Infrastructure

Dear Maurice Tindell,

Electronic Maintenance & Communications, Inc. ("EMCI Wireless") is pleased to have the opportunity to provide Englewood Water District ("Customer") with quality communications equipment and services. The EMCI Wireless and Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, the solution includes a combination of hardware, software, and services. Specifically, this solution is for North and South Repeater Infrastructure.

This proposal shall remain valid for a period of 45 days from the date of this cover letter. Englewood Water District may accept the proposal by delivering to EMCI Wireless a purchase order. Alternatively, we would be pleased to address any questions you may have regarding the proposal. Any questions can be directed to me at (941) 357-4429.

We thank you for the opportunity to furnish Englewood Water District with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
Electronic Maintenance & Communications, Inc.

Trip Bennett
Motorola Solutions
Account Executive
D : 941-357-4429
M : 941-250-6329
tbennett@emciwireless.com
www.emciwireless.com





EMCI WIRELESS RESPONSIBILITIES

The general responsibilities for EMCI Wireless include the following:

- Perform the installation of the supplied equipment described above.
- Schedule the implementation in agreement with Englewood Water District.
- All installation efforts will be done in accordance with Motorola's R56 Quality Standards, with consideration given to existing conditions.
- EMCI Wireless and its subcontractors will perform all work and tasks required to implement and optimize the new equipment supplied by this contract. All manufacturer's recommendations will be strictly adhered to for the assembly of this equipment.
- EMCI Wireless has identified in the equipment proposal all equipment required to implement the outlined system. If the Customer desires to supply substitute equipment, said equipment must be approved by EMCI Wireless as being compatible with the overall system design and integrity.
- Administer safe work procedures for installation.

CUSTOMER RESPONSIBILITIES

Englewood Water District will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by EMCI Wireless. Englewood Water District's general responsibilities include the following:

- Provide all buildings, equipment shelters, and structures required for system installation
 - Ensure communications sites meet physical space, rack space, HVAC, grounding, power, and connectivity requirements for the installation of all equipment.
 - Assign a project manager to work with EMCI Wireless and its subcontractors to coordinate installation, site access, and approve completed work.
 - Provide access to site as necessary. Any delay in site access may result in additional time to complete the project and result in additional costs.
 - Obtain all licensing, site access, frequencies, or permitting required for project implementation. EMCI Wireless will assist with FCC licensing.
 - Customer will provide a single dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment.
 - Coordinate the activities of all Englewood Water District's personnel, vendors, or other contractors.
 - Provide Ethernet IP connectivity with the necessary ports open and bandwidth required where necessary.
- 

ASSUMPTIONS

EMCI Wireless has made several assumptions in preparing this proposal, which are noted below. If these assumptions are incorrect, the proposal will need to be revised.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by Motorola's R56 Quality Standards.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, as well as site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Any tower mapping, structural stress analysis, or structural upgrade requirements are the responsibility of the customer.
- Approved FCC licensing will be provided by the customer.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- No additional conduit, junction boxes or other cable management hardware is provided within this statement of work.
- This project will be considered complete upon installation, programming, configuration and final optimization.
- No specific coverage is implied or guaranteed within this statement of work.
- No civil work is included in this proposal.
- EMCI Wireless is not responsible for interference caused or received by the EMCI Wireless provided equipment except for interference that is directly caused by the EMCI Wireless provided transmitter(s) to the EMCI Wireless provided receiver(s). Should the Customer's system experience interference, EMCI Wireless can be contracted to investigate the source and recommend solutions to mitigate the issue.
- EMCI Wireless will commence work at the customer location when all equipment has been received, and the site is ready for equipment to be installed. The start of this work will be coordinated with the customer project manager. Normal installation costs have been quoted in this proposal, however, any changes to the physical system's final layout or design may require a Change Order of this Statement of Work.
- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

- All work will be performed during normal working hours Monday through Friday, 8:00am-5:00pm.

MAJOR INFRASTRUCTURE

REPEATER AND INFRASTRUCTURE	PRICE
<p>V7 Repeater Infrastructure</p> <ul style="list-style-type: none"> · SLR5700 VHF Repeater with Duplexer and Linked Capacity Plus Firmware Licensing · Antenna Systems and Associated Transmission Lines with Weatherproofing and Grounding · Battery Backups for Repeater with Filtered Enclosure · System Configuration, Programming, Installation, & Optimization 	\$18,261.25
<p>Elevated Tower Repeater Infrastructure</p> <ul style="list-style-type: none"> · SLR5700 VHF Repeater with Duplexer with Duplexer and Linked Capacity Plus Firmware Licensing · Antenna Systems and Associated Transmission Lines with Weatherproofing and Grounding · Battery Backups for Repeater with Filtered Enclosure · System Configuration, Tower Climb, Programming, Installation, & Optimization 	\$25,839.59
<p>Infrastructure Project Total</p>	\$44,100.84

It is our recommendation that the antenna and transmission lines be replaced at both the north and south repeater locations. This recommendation is due to the fact that both locations received high winds, driven rain, and flying debris for extended periods of time. The water tower antenna shifted in its mounting bracket and the elements of the antenna have been visibly bent out of their factory position.

With this we cannot guarantee the effectiveness of the existing antenna. During the renovations of the water tower new mounting was created for the transmission lines and moved from the ladder to the new mounting standoff. While the tower crew is onsite replacing the antenna the transmission lines should be replaced to get rid of any imperfections in the existing lines. The north site also has an element on the antenna that has been bent due to high winds, we recommend replacing the lines while we are there as a preventative, cost saving measure due to its length and ease of replacement.

SUBSCRIBER EQUIPMENT	PRICE
Mobile Radio with Installation <ul style="list-style-type: none"> · XPR 5350 VHF Mobile Radio with Truck Installation · Bluetooth Radio Speaker Mic 	<p style="text-align: right;">\$1,482.79 ea</p> <p style="text-align: right;">\$475.00 ea</p>
Portable Radio <ul style="list-style-type: none"> · XPR 3500e VHF Portable Radio with Linked Capacity Plus Firmware · Reprogramming Current Subscriber Units with Linked Capacity Plus Firmware 	<p style="text-align: right;">\$867.00 ea</p> <p style="text-align: right;">\$118.00 ea</p>

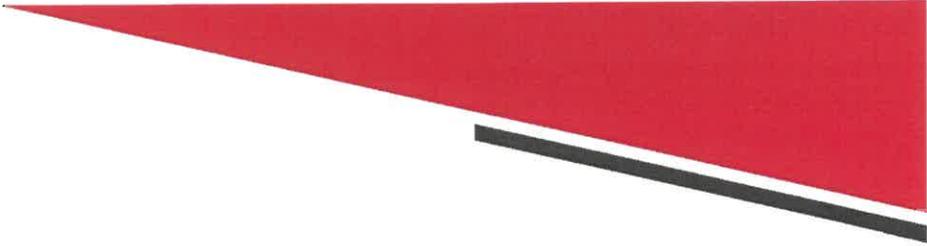
LINKED CAPACITY PLUS

In traditional (conventional) two-way radio communications, calls are routed through a strategically located "repeater" that greatly increases the range of communications compared with typical radio-to-radio communications. The repeater can service one call at a time. Different groups can use the repeater and technical coding techniques are used to segregate users from different groups to maintain privacy. However, if a user from one group, Group A, initiates a call while another group, Group B, is using the repeater, the Group A call will fail and the user will have to wait until the Group B call is finished. Unless Group A and/or Group B can select a different channel to use a different repeater, their calls will only be processed by the physical repeater they are programmed to access. This method of operation is usually acceptable for a small user population with a small number of groups and relatively low call traffic because the repeater is likely to be available when any particular group wishes to make a call.

In a trunked radio communications system, repeaters are pooled and shared across all user groups and call traffic is managed by system software in the user devices and repeaters. If a call for Group B is in progress on one of the pooled/trunked repeaters, a call initiated for Group A is automatically assigned to another repeater in the repeater pool. The call setup is processed in a fraction of a second and users are signaled that the channel is ready by a "go ahead" tone. When a group call is concluded, the repeater becomes available for any other group who initiates a call. With a pool of repeaters sized appropriately for the number of users and groups, there is a high probability that user calls will succeed because it is unlikely that the number of active group calls for all groups will exceed the number of available repeaters in the pool. Trunking repeaters also provide a reliability premium in the event of a repeater hardware failure; a failed repeater drops out of service while user group calls continue to be processed seamlessly on the remaining operational units.

Statistically, trunked repeaters will accommodate a greater number of users than would a system consisting of the same number of conventional repeaters. The intelligence associated with processing calls in a trunked repeater system also enables advanced call features not available on conventional repeaters such as Individual Call, Messaging, Group Monitoring, Emergency Signalling and others. Finally, linking trunked repeaters across geographically separated locations seamlessly extends the range of any group across the aggregate coverage areas without any interventions on the part of the users; the user radios will seamlessly roam from one coverage area to another.

Overall, the MOTOTRBO Linked Capacity Plus system provides the most flexible, capable, easy-to-use, reliable and resource-efficient radio communications platform available at a fraction of the price of other similar wireless technology platforms.



TERMS AND CONDITIONS

1. Acceptance

- a. Purchaser may sign the Seller's quotation and/or issue a valid purchase order with Seller listed as the vendor.
- b. All quotations are subject to confirmation by the Seller on receipt of any order and the Seller reserves the right to refuse any order.
- c. Quotations provided by the Seller will only remain valid for the period as indicated in the quotation after which the Seller reserves the rights to re-quote if requested by the Purchaser to proceed further.

2. Title

- a. Title to the Goods shall remain vested in the Seller and shall not pass to the Purchaser until all sums due to the Seller under the Contract have been paid in full.

3. Quotation

- a. All quotations, indication of costs, and financial commitments given or made by the Seller are based on the assumption of the validity of the information provided being fully accurate and correct in all circumstances. The Seller maintains the right at any stage to re-negotiate any contract, cost agreement, or any other relevant commitment should any information provided by the Purchaser fail to be fully valid, accurate, and correct.
- b. Change Orders will need to be processed for additional out-of-scope material and labor, or other required deviations from quotation.

4. Payment Terms

- a. Unless otherwise agreed in writing, all sums payable in respect of the Seller must be paid in the full amount as indicated by the invoice in accordance with the payment terms listed.
- b. All payments to the Seller shall be made in USD.
- c. If payment is not made in accordance with clause 4a, the Seller reserves the right to charge a late payment fee of 1.5% per month, or lesser amount required by law, on amounts not paid.
- d. A convenience fee may be applied to payments over \$5,000.00 that are made utilizing a credit card.
- e. Seller will have the right to make delivery in installments, each of which may be separately invoiced and paid as billed without regard to subsequent deliveries.
- f. Seller reserves the right in its absolute discretion to refuse to grant credit.

5. Taxes

- a. The Purchaser shall reimburse the Seller for all taxes or other charges which the Seller may be required to pay to any government (national, state, or local) upon the sale or transportation of the Goods.
- b. If Purchaser is tax exempt, a tax exemption certificate must be provided to Seller.

6. Delivery

- a. If transport is arranged by the Seller, the risk in the Goods shall pass to the Purchaser at the time of the delivery at the said delivery point.
- b. If transport is arranged by the Purchaser, risk in the Goods shall pass to the Purchaser immediately after the Goods pass out of the control of the Seller, or its authorized agents.
- c. Unless otherwise included in the quotation, freight will be Prepaid & Added to invoice.

Accepted By:

Date:





**MOTOROLA
SOLUTIONS**

April 11, 2023

Subject: Motorola Radio Communications Products and Services

To Whom It May Concern:

This letter is to inform you that Electronic Maintenance & Communications, Inc. (EMCI Wireless) is an authorized Motorola Solutions Partner and an Elite Specialist in all three key areas of our business. These include being a Motorola Solutions Manufacturer's Representative (MR) Elite Specialist, a Professional Communications Radio (PCR) Elite Specialist and a Motorola Solutions Service Elite Specialist. As an authorized Motorola Solutions Partner, EMCI is able to leverage the Sourcewell contract for customer purchases. For more details regarding this contract, please reference the attached link.

<https://start.sourcewell.website/contract/Motorola-Solutions/924/>

Motorola Solutions values the opportunity to continue to serve our customers working side by side with EMCI to provide world-class enterprise and mission critical solutions. Please direct any questions or inquiries to me at (772) 663-2994.

Sincerely:
MOTOROLA SOLUTIONS, Inc.

A handwritten signature in black ink that reads "Melissa Cavallo".

Melissa Cavallo

Channel Sales Executive – North FL

BOARD AGENDA ITEM SUMMARY

6f

MEETING DATE: May 9, 2024

SUBJECT: Pulte Land Purchase

CATEGORY: Consent

Discussion

Action

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

DEPARTMENT: **Administration**

ITEM: **Pulte Land Purchase**

PURPOSE / JUSTIFICATION: **At the March 14, 2024 board meeting, Mr. Ledford explained the offer from Pulte to purchase a parcel of EWD owned land to construct a storm management pond using the dirt generated from the pond excavation as fill. At conclusion of that discussion, staff was tasked with moving forward with the required documents to sell the property. The land purchase contract has been reviewed by staff and District Counsel and is found to be acceptable.**

MOTION: **To authorize the Chair to sign the Real Estate Purchase & Sale Contract with Pulte Home Company, LLC for the purchase of a parcel of EWD owned land within the Beachwalk by Manasota Key development for the purchase price of \$337,500.00.**

Prepared By: **Teresa Herzog**

Date: **May 2, 2024**

Approvals:


Interim Administrator

Finance


Water Operations


Wastewater Operations

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

ATTACHMENTS: **Real Estate Purchase & Sale Contract**

REAL ESTATE PURCHASE AND SALE CONTRACT

This Real Estate Purchase and Sale Contract (this “**Contract**”) is made and entered into as of the Effective Date, by and between **ENGLEWOOD WATER DISTRICT**, an independent special district of the State of Florida (“**Seller**”), and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (“**Buyer**”).

In consideration of the mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

1. **Purchase and Sale/Land.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, on the terms and conditions hereinafter set forth, the Land (herein so called) described in **Exhibit “A”**, consisting of an approximately 8+/- acre portion of Parcel ID: 0481-00-1020, together with any improvements on the Land, and Seller’s right, title and interest in all plans, permits, development rights, entitlements, impact fees and approvals associated with ownership of the Land (together with the Land, the “**Property**”).

2. **Purchase Price and Payment.** The purchase price to be paid for the Property shall be Three Hundred Thirty Seven Thousand Five Hundred and No /100 Dollars (\$337,500.00) (the “**Purchase Price**”). The Purchase Price shall be paid by Buyer at Closing (defined below) by wire transfer of immediately available funds, subject to the credits, expenses, prorations, retainages and setoffs herein described.

3. **Deposit.** Buyer shall, within five (5) Business Days after the Effective Date, deliver to Shutts & Bowen LLP, at 525 Okeechobee Blvd., Ste. 1100, West Palm Beach, FL 33401, attention John C. Strickroot, Jr. (the “**Escrow Agent**”) the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (the “**Deposit**”) by check or wire transfer of immediately available funds. If this Contract is terminated during the Inspection Period for any reason, the Deposit shall be immediately returned to Buyer. If this Contract is not terminated during the Inspection Period, then except as otherwise provided in this Agreement, the Deposit shall be non-refundable and shall be paid by the Escrow Agent to Seller in the event Buyer defaults under this Agreement by failing to consummate the purchase of the Property after all of the Conditions to Closing described in Section 7 below have been satisfied or waived by Buyer. If this Contract is terminated by Buyer due to the failure of any of the Conditions to Closing as described in Section 7 below, the Deposit shall be immediately refunded to Buyer. Notwithstanding anything to the contrary contained in this Contract, if this Contract is terminated due to a default pursuant to Section 14, the Deposit shall be delivered to the non-defaulting Party, and the non-defaulting Party shall have such additional rights, if any, as are provided herein. At Closing, the Deposit shall be applied to payment of the Purchase Price and Buyer shall receive credit for such payment.

4. **Inspections.**

4.1. **Inspection Period.** Seller hereby grants Buyer a period of time, expiring at 11:59 p.m. on the ninetieth (90th) day after the Effective Date (the “**Inspection Period**”), during which to examine the Property and determine, in Buyer’s sole and absolute discretion, if the Property is suitable for Buyer’s intended purposes for a stormwater pond (the “**Intended Stormwater Pond Use**”). Buyer shall have the unilateral right, in Buyer’s sole and absolute discretion, to terminate this Contract at any time on or before the expiration of the Inspection Period, by delivering written notice thereof to Seller, whereupon the Deposit shall be disbursed in accordance with Section 3 and neither Party shall have any further obligation or liability hereunder, except for those expressly provided herein to survive termination of this Contract.

4.2. **Buyer's Investigation of the Property.** During the term of this Contract, Buyer, its agents and consultants, shall have the right to make inquiries of, and meet with members of, governmental authorities regarding the Property and to enter upon the Property, at any time and from time to time, to perform any and all physical tests, inspections and investigations of the Property which Buyer may deem necessary, including, but not limited to, suitability and feasibility studies; soil investigations, borings and percolation tests; engineering; surveys (boundary and topographical); environmental studies and assessments; endangered species assessments; review of jurisdictional wetland lines, conditions and requirements; and review of zoning regulations and conditions. If Buyer terminates this Contract in accordance with this Section, Buyer shall leave the Property in substantially the condition existing on the Effective Date, subject to such disturbance as was reasonably necessary or convenient in the testing and investigation of the Property and, to the extent practicable, shall repair and restore any damage

caused to the Property by Buyer's testing and investigation. Buyer hereby agrees to indemnify and hold Seller harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, Attorney's Fees, for nonpayment for services rendered to Buyer (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property (subject to the limitation on practicability provided above) arising out of Buyer's investigation of the Property. Notwithstanding the foregoing, such indemnification and hold harmless obligation shall not extend the discovery or disturbance of pre-existing Hazardous Materials. Buyer's obligations under this Section 4.2 shall survive the termination, expiration or Closing of this Contract for a period of one (1) year.

4.3. Seller's Information. Seller shall deliver to Buyer, at Seller's expense, true, correct and complete copies of all information concerning the Property ("**Seller's Information**") within three (3) Business Days after the Effective Date, as to Seller's Information then in Seller's possession or control, or the possession or control of its agents, and within three (3) Business Days after receipt, as to materials that come into Seller's possession or control, or the possession or control of its agents, after the Effective Date.

4.3. AMC Approval. Seller acknowledges that Buyer must obtain approval from Buyer's Asset Management Committee ("**AMC**"), and that approval from AMC must be received during the Inspection Period. Unless Buyer notifies Seller in writing before the end of the Inspection Period that this Contract has been approved by Buyer's AMC (the "**Notice to Proceed**"), this Contract shall automatically terminate upon the expiration of the Inspection Period, whereupon the Escrow Agent shall disburse the Initial Deposit in accordance with Section 3, and the parties shall thereafter have no further rights, duties or obligations under this Contract, except as expressly provided otherwise herein.

5. Title/Survey.

5.1. Title to be Conveyed. At Closing, Seller shall convey to Buyer, by special warranty deed complying with the requirements of the state of Florida and the Title Company (defined below), valid, good, marketable and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "**Permitted Exceptions**"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) rights and reservations contained in that certain Corrective Special Warranty Deed recorded at Instrument #2019066025, public records of Sarasota County, Florida; (c) rights and reservations in favor of Seller, as referenced in Section 6 below; and (d) matters of record included on the Title Commitment or shown on the Survey (defined below) to which Buyer fails to object, or which Buyer agrees to accept, as provided herein. The Title Agent shall also be the "**Closing Agent**" under this Contract.

5.2. Title Review. Within sixty (60) days after the Effective Date, Buyer shall obtain, at Buyer's expense, an ALTA Owner's Title Insurance Commitment ("**Title Commitment**") from a title agent ("**Title Agent**") and title company ("**Title Company**") selected by Buyer, covering the Property and proposing to insure Buyer in the amount of the Purchase Price, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. Buyer shall, at least ten (10) days prior to the expiration of the Inspection Period, notify Seller of any objections Buyer has to the condition of title. If Buyer fails to notify Seller of objections to title within the aforesaid review period, title shall be deemed accepted subject to the conditions set forth in the Title Commitment. Within five (5) Business Days after receipt of Buyer's title objections, Seller shall notify Buyer if Seller agrees to attempt to cure such objections to Buyer's satisfaction; provided, however, that, prior to Closing, Seller shall discharge and release the Property from any mortgages, security interests and other monetary liens encumbering the Property. With respect to all other objections to title (other than those described in the preceding sentence and those resulting from a violation of Seller's obligations under this Contract), the decision to cure the same shall be at the sole discretion of Seller. Seller will not record or allow others to record new instruments affecting the Property or encumbering the Property or Seller's interest therein, without Buyer's prior written consent, which may be granted or withheld in Buyer's sole discretion.

5.3. Title Update. Not more than ten (10) days, nor less than five (5) days, before Closing, Buyer shall cause the Title Company to issue an updated Title Commitment ("**Title Update**") covering the Property. If any Title Update contains any conditions which did not appear in the Title Commitment, and such items have not been approved or waived by Buyer in accordance with this Contract, Buyer shall have the right to object to such new or different conditions in writing prior to Closing. All rights and obligations of the parties with

respect to objections arising from the Title Update shall be the same as objections to items appearing in the Title Commitment, subject to the provisions of this Section.

5.4. **Survey.** Within sixty (60) days after the Effective Date, Buyer, at Buyer's expense, shall obtain a current boundary survey (the "**Survey**") of the Land complying with the Florida Minimum Technical Survey Standards. Buyer shall have the right to review the Survey and to object, prior to expiration of the Inspection Period. Any such objections shall be governed by the provisions of Section 5.2 and Section 5.3 concerning title objections. The Survey shall be certified to Buyer, Seller and the Title Company.

6. **Development Approvals.** Buyer shall work in good faith with Seller to prepare and submit to the appropriate governmental authorities the documents, instruments, reports, studies, materials and plans necessary to develop of the Property for the Intended Stormwater Pond Use immediately following the Closing, including, without limitation: (1) final construction plan approval from Sarasota County; (2) all permits and approvals from the Southwest Florida Water Management District; and (3) all permits and approvals from the Florida Department of Environmental Protection, U.S. Army Corp of Engineers, U.S. Fish and Wildlife Service, or other regulatory agency, if any, (collectively, the "**Development Permits**"). Development Permits shall be deemed "**Approved**" when irrevocably issued or granted by the applicable governmental authority, and all appeal periods expired or finally determined in favor of approval. Seller shall cooperate with Buyer in Buyer's efforts to obtain Approval of the Development Permits and the satisfaction of the Conditions to Closing, including such actions reasonably required by the governmental authorities and execution of applications, consents or other documents. The Deed (defined below) shall include a reservation in favor of Seller, reserving an easement over a portion of the Property for ingress, egress, utility and drainage purposes, as more particularly described in **Exhibit "A"**,

7. **Conditions to Closing.** Buyer shall not be obligated to close on the purchase of the Property unless each of the following conditions (collectively, the "**Conditions to Closing**") are either fulfilled, or waived by Buyer in writing:

7.1. **Covenants/Representations.** Seller shall have performed all covenants, agreements and obligations required by this Contract, and Seller's representations and warranties shall be true and correct in all material respects.

7.2. **Status of Title.** The status of title to the Property shall be as required by this Contract, and the Title Company shall be prepared to issue an ALTA Owners Title Insurance Policy in the amount of the Purchase Price, insuring Buyer's title to the Property described in this Contract consistent with the Title Commitment marked-up at the Closing, subject only to the Permitted Exceptions and deleting the standard exceptions for: (1) rights of parties in possession; (2) errors or defects not revealed by the Survey; (3) taxes or assessments for prior years; and (4) construction, mechanics' and materialmen's liens which have not been filed of record but relate to work performed for or on behalf of Seller before the Closing Date, insuring the Property in the amount of the Purchase Price ("**Title Policy**").

7.3. **Development Permits.** Buyer shall have received Approval of all Developmental Permits for the Intended Stormwater Pond Use of the Property.

8. **Closing.** Buyer shall purchase the Property and complete the transaction contemplated by this Contract at a single closing (the "**Closing**") to occur on or before fifteen (15) days after the Conditions to Closing have been satisfied or waived by Buyer (the "**Closing Date**"). If the Conditions to Closing have not been satisfied within twelve (12) months after expiration of the Inspection Period, Buyer shall either: (i) waive the incomplete or unsatisfied Conditions to Closing and complete the Closing in accordance with the terms of this Contract; or (ii) terminate this Contract, in which case the Deposit shall be disbursed to Buyer in accordance with Section 3 and neither party shall have any further obligation or liability hereunder, except those expressly provided to survive the termination of this Contract.

9. **Closing Documents.** The Closing Agent (except as expressly otherwise provided in this Section) shall prepare, and, at Closing, Seller (and Buyer where indicated) shall execute and deliver, a Special Warranty Deed conveying title to the Property as required herein (the "**Deed**"), a Seller's Affidavit sufficient to enable the Title Company to delete standard title exceptions in the Title Commitment and to insure the Gap, a FIRPTA Affidavit, a Closing Statement, an Assignment of Development Permits and Impact Fees, and such other

documents as Buyer, the Title Company or Closing Agent may reasonably request that Seller execute and deliver, and any other documents required by this Contract or reasonably necessary in order to close this transaction and effectuate the terms of this Contract (the “Closing Documents”), all in form and content acceptable to Buyer, the Title Company and Closing Agent, which obligations shall survive the Closing.

10. Prorations, Closing Costs and Closing Procedures.

10.1. Prorations. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding Closing, except as otherwise specified: (i) real property taxes based on the amounts for the current year (with maximum discount, if any, taken), except that if tax amounts for the current year are not available, prorations shall be made based upon the taxes for the preceding year (with maximum discount, if any, taken); (ii) certified and pending municipal or county liens and special assessments for which work has been substantially completed as of the Closing Date shall be paid by Seller and other pending liens shall be assumed by Buyer; and (iii) all other items required by any other provision of this Contract to be prorated or adjusted.

10.2. Closing Costs. Buyer shall pay for the following items at the time of Closing: (i) Buyer’s prorations in accordance with this Section; (ii) fees for recording the Deed; (iii) state and local transfer taxes and fees and documentary stamp tax on the Deed; (iv) Owner’s Title Policy premium and Title Commitment fees; (v) survey costs; and (vi) Buyer’s attorney’s fees. Seller shall pay for the following items at the time of Closing: (a) Seller’s prorations pursuant to this Section; (b) outstanding mortgages, security interests and liens against the Property, if any; (c) title curative instruments, if any; and (d) Seller’s attorney’s fees. All such costs are in addition to other costs and expenses allocated to the parties elsewhere in this Contract.

10.3. Closing Procedure. Buyer shall fund the Purchase Price to Closing Agent, subject to the credits, offsets and prorations set forth herein. Seller and Buyer (as applicable) shall execute and deliver to Closing Agent the Closing Documents. The Title Company will endorse the Title Commitment to insure the Gap, and the Closing Agent shall, at Closing: (i) disburse the sale proceeds to Seller; (ii) deliver the Closing Documents and a “marked-up” Title Commitment to Buyer, and promptly thereafter, record the Deed and other recordable Closing Documents in the appropriate public records. The Closing shall occur at the office of the Closing Agent.

11. Representations, Covenants and Warranties.

11.1. Seller's Representations and Warranties. Seller hereby represents, covenants and warrants to Buyer, as of the Effective Date and as of the Closing Date, as follows:

11.1.1. Authority. The execution and delivery of this Contract by Seller and the consummation by Seller of the transaction contemplated by this Contract: (i) are within Seller's capacity and all requisite action has been taken to make this Contract valid and binding on Seller in accordance with its terms; (ii) does not, and on the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Seller is a party and/or which affects all or any portion of the Property, or (b) to Seller's knowledge, constitute a violation of any governmental requirement. The person executing this Contract on behalf of Seller and the person listed as the Authorized Representative of Seller on the Information Sheet have been duly authorized to act on behalf of and to bind Seller, and this Contract represents a valid and binding obligation of Seller.

11.1.2. Title. Seller is, and will be on the Closing Date, the owner of valid, good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions and encumbrances of record which will be discharged at Closing. No portion of the Property has ever been occupied by Seller (or by any natural person who is an officer, agent, shareholder or employee of Seller or occupant under Seller) as a residence or homestead. Seller has no knowledge of any circumstance or event that may give rise to an attempt by any governmental authority to seize the Property under any civil or criminal law. The Property (and the use thereof) is subject to no: (i) commitments for contributions, dedications or assessments of money or land; or (ii) use agreements, easements, restrictions or claims, contracts, leases or other obligations except as set forth in the public records of the county in which the Property is located.

11.1.3. Parties in Possession. There are no parties other than Seller in possession of, or claiming any right to possess, any portion of the Property as lessees, tenants, trespassers or otherwise.

11.1.4. No Hazardous Materials. Seller has not received any summons, citation, directive, letter or other communication or notice, written or oral, and has no independent knowledge, that the Property, has ever been used by previous owners and/or operators and/or by Seller to generate, manufacture, refine, transport, treat, store (including, without limitation, in any Storage Tanks), handle, use or dispose of Hazardous Materials in violation of any applicable law, ordinance or requirement, or is, or has ever been, the subject of any release, spill, leak, emission, pumping, pouring, dumping or other Contamination by any Hazardous Materials. Seller agrees that it will not dispose of or release, or permit the disposal or release of, Hazardous Materials on the Property from the date hereof through the Closing Date. Seller has not obtained and is not required to obtain any permits, licenses, or similar authorizations to occupy, operate or use the Property by reason of any laws dealing with Hazardous Materials.

For purposes of this Contract, "**Hazardous Material**" shall mean Any flammable or explosive material, oil, petroleum or petroleum products or by-products, natural gas or synthetic gas usable for fuel, radioactive materials, asbestos, asbestos containing materials, polychlorinated biphenyl components (including, without limitation, those used in hydraulic oils, electric transformers or other equipment), heavy metals, hazardous wastes or substances or toxic wastes or substances, or any other substance the presence of which on the Property is regulated or prohibited by any law, ordinance or requirement, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "Hazardous Materials," "toxic materials" or "toxic substances" under any law, ordinance or requirements promulgated by any governmental authority. For purposes of this Contract, "**Contamination**" shall mean the presence, existence or threat of Hazardous Materials in, on, under or at the Property (including, without limitation, in building materials used on the Property) and/or any actual, alleged or perceived health issues applicable to the Property.

11.1.5. Pending Claims/Violations. To the best of Seller's knowledge, without any obligation to investigate, there are no claims, actions, suits, investigations or proceedings of any type, pending, threatened or being asserted against or affecting the Property. Seller has no actual knowledge of any violation of local, state or federal laws, ordinances, rules or regulations applicable to the Property.

11.1.6. Duty to Disclose. Seller shall promptly disclose to Buyer, in writing, any conditions or events that arise or occur subsequent to the Effective Date that become known to Seller, and which contradict or modify any representation of Seller set forth in this Contract, or which have an adverse impact upon Seller's capacity or ability to perform its obligations under this Contract.

11.1.7. Survival. Seller's representations and warranties contained in this Section shall survive Closing for a period of one (1) year and shall not be merged therein.

11.2. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller, as of the Effective Date and as of Closing Date, that the execution and delivery of this Contract by Buyer and the consummation by Buyer of the transaction contemplated by this Contract: (i) are within Buyer's capacity and all requisite action has been taken to make this Contract valid and binding on Buyer in accordance with its terms; and (ii) does not, and on the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Buyer is a party and which affects all or any portion of the Property, or (b) to Buyer's knowledge, constitute a violation of any governmental requirement. The person executing this Contract on behalf of Buyer and the person listed as the Authorized Representative of Buyer on the Information sheet have been duly authorized to act on behalf of and to bind Buyer, and this Contract represents a valid and binding obligation of Buyer.

12. Possession. Buyer shall be granted full, vacant possession of the Property at Closing.

13. Condemnation. In the event that any governmental authority shall institute or threaten any proceedings which relate to the taking or proposed taking of any portion of the Property or access thereto by eminent domain or similar proceeding prior to Closing, or in the event of the taking of any portion of the Property or access thereto by eminent domain or similar proceeding prior to Closing, Seller shall, within five (5) Business Days after Seller's receipt of notification of a proposed or actual taking, notify Buyer. Buyer shall thereafter have the right and option to terminate this Contract by giving Seller written notice of Buyer's election to terminate within ten (10) days after receipt by Buyer of the notice from Seller. Should Buyer terminate (or be deemed, as hereinafter provided, to have elected to terminate) this Contract, notwithstanding anything to the contrary

contained herein, the Deposit shall immediately be returned to Buyer and, thereafter, the Parties shall be released from their respective obligations and liabilities hereunder, except for those expressly provided to survive the termination of this Contract. Should Buyer elect not to terminate this Contract, the Parties shall proceed to Closing and, at Closing, Seller shall assign and convey all of its right, title and interest in all awards in connection with such taking to Buyer, or deliver such awards to Buyer if they have already been obtained by Seller. If Buyer fails to notify Seller of its election to purchase the Property within said 10-day period, Buyer will be deemed to have terminated this Contract.

14. **Default.**

14.1. **Buyer's Default.** In the event that this transaction fails to close due to a wrongful refusal or default on the part of Buyer, the Deposit shall be paid by Escrow Agent to Seller as agreed liquidated damages and, thereafter, neither Buyer nor Seller shall have any further obligation or liabilities under this Contract, except for those expressly provided to survive the termination of this Contract; provided, however, that Buyer shall also be responsible for the removal of any liens asserted against the Property by persons claiming by, through or under Buyer, but not otherwise. Buyer and Seller acknowledge that if Buyer defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the amount of the Deposit being held by Escrow Agent most closely approximates the amount necessary to compensate Seller. Buyer and Seller agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision. Seller waives all other rights or remedies including, without limitation, the right to recover damages in excess of the Deposit being held by Escrow Agent and the right to enforce specific performance.

14.2. **Seller's Default.** In the event that Seller shall fail to fully and timely perform any of its obligations or covenants hereunder or if any of Seller's representations are untrue or inaccurate in any material respect, then, notwithstanding anything to the contrary contained in this Contract, Buyer may, at its option: (1) declare Seller's default under this Contract by notice delivered to Seller, in which event Buyer may (a) continue to the Closing and waive its rights with respect to Seller's default; or (b) terminate this Contract and demand that the Deposit be refunded to Buyer; or (2) enforce specific performance of this Contract.

14.3. **Notice of Default.** Prior to declaring a default and exercising the remedies described herein, the non-defaulting Party shall issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party shall have fifteen (15) days from delivery of the notice during which to cure the default, provided, however, that, as to a failure to close, the cure period shall only be three (3) Business Days from the delivery of notice and that no such notice or opportunity to cure shall interfere with Buyer's right to an extension of the Inspection Period or Closing Date as otherwise provided in this Contract. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

14.4. **Survival.** The provisions of this Section 14 shall survive the termination of this Contract.

15. **Broker.** Each Party represents and warrants to the other that it has not dealt with any broker in connection with this Contract or the transaction contemplated hereby. Each Party shall indemnify, defend and save harmless the other Party from and against any and all claims, losses, damages, costs or expenses (including, without limitation, Attorney's Fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such Party or on its behalf with any broker or finder in connection with this Contract or the transaction contemplated hereby, other than the Broker identified in this Section. The provisions of this Section shall survive the Closing or any termination of this Contract.

16. **Notices.** Any notice, request, demand, instruction or other communication to be given to either Party hereunder, except where required to be delivered at the Closing, shall be in writing and shall be hand-delivered, sent by FedEx or a comparable overnight mail or delivery service, mailed by U.S. certified mail, return receipt requested, postage prepaid, or transmitted by facsimile or telecopier (i.e. by "fax") or email transmission of PDF copies to the Parties and their respective counsels, at the following addresses, facsimile numbers and email addresses:

If to Seller: Englewood Water District
201 Selma Ave
Englewood, FL, 34223
Attn: Keith Ledford, P.E.
Phone: (941) 474-3217
Fax: (941) 460-1025
Email: kledford@ewdfl.com

Copy to: The Big W Law Firm
3195 S. Access Rd
Englewood, FL 34224
Attn: Robert H. Berntsson, Esq
Phone: (941) 627-1000 ext. 5
Fax: N/A
Email: rberntsson@bigwlaw.com

If to Buyer: Pulte Home Company, LLC
501 N. Cattleman Rd., Suite 106
Sarasota, FL 34232
Attn: Michael Woolery
Phone: (239) 495-4800
Fax: N/A
Email: Michael.Woolery@PulteGroup.com

Copy to: Pulte Home Company, LLC
2301 Lucien Way, Suite 155
Maitland, Florida 32751
Attn: Scott Clements, Esq.
Phone: (407) 661-2145
Fax: (407) 772-8129
Email: Scott.Clements@PulteGroup.com

17. **Binding Obligation/Assignment.** The terms and conditions of this Contract are hereby made binding on, and shall inure to the benefit of, the successors and permitted assigns of the Parties hereto. Seller may not assign its interest in this Contract without the prior written consent of Buyer, which consent Buyer may withhold in Buyer's sole and absolute discretion. Any attempt by Seller to assign this Contract without the prior written consent of Buyer will be of no effect and will be an event of default hereunder. Buyer shall have the right to assign this Contract to any entity acquiring Buyer or substantially all of the assets of Buyer, to any entity having common ownership with Buyer, or to an affiliated entity, without the prior consent of Seller, and Buyer shall, thereby, be released from any further obligations and liabilities under this Contract.

18. **Miscellaneous.**

18.1. **General.** This Contract, and any amendment hereto, may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument. For purposes of executing this Contract and any amendment hereto, a document signed and transmitted by facsimile or telecopier shall be deemed to be and be treated as an original document for all purposes, and shall be considered to have the same binding legal effect as an original signature or original document. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract. Reference to a Section shall be deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Parties. This Contract sets forth the entire agreement between the Parties relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. If either Party is comprised of more than one (1) person or entity, each shall be jointly and severally liable hereunder. This Contract shall be interpreted in accordance with the laws of the state in which the Property is located, both substantive and remedial, but without considering such state's conflict of laws rules. The Parties hereby consent and submit to the personal jurisdiction of any appropriate court sitting in the county in which the Property is located for the limited purpose of any action arising out of this Contract or transaction, and stipulate that none will assert any objection to the court's personal jurisdiction over them, or to the convenience of the forum.

18.2. **Computation of Time.** For purposes of this Contract, "**Business Day**" shall mean any day, except Saturdays and Sundays, that the majority of banks in the County are open for business. Any reference herein to time periods which are not measured in Business Days and which are less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Contract which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full Business Day. Time shall be determined by reference to the time in the county in which the Property is located. Time is of the essence in the performance of all obligations by Buyer and Seller under this Contract. Time periods commencing with the Effective Date shall not include the Effective Date in the calculation thereof.

18.3. **Waiver.** No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon a Party unless in writing and executed by such Party. Neither the failure of a Party to

insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any item by a Party with knowledge of a breach of this Contract by the other Party in the performance of their respective obligations hereunder, shall be deemed a waiver of any rights or remedies that a Party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements and conditions. In addition, the Parties may grant such extensions of time as the Parties may deem proper under the circumstances without waiving their respective rights thereafter as set forth in this Contract. This paragraph shall survive termination of this Contract and the Closing.

18.4. Construction of Contract. The Parties to this Contract have participated freely in the negotiation and preparation hereof and have had the opportunity to have an attorney involved in such review and negotiations. Neither this Contract nor any amendment hereto shall be more strictly construed against any of the Parties. As used in this Contract, or any amendment hereto, the masculine shall include the feminine, the singular shall include the plural, and the plural shall include the singular, as the context may require. Nothing herein contained shall be deemed to: (1) create a relationship between Seller and Buyer as other than buyer and seller; or (2) create a fiduciary duty on the part of either Party to the other. Provisions of this Contract that expressly provide that they survive the Closing shall not merge into the Deed.

18.5. Duties and Responsibilities of Escrow Agent. Escrow Agent shall hold and disburse the Deposit in accordance with this Contract. In performing any of its duties under this Contract, Escrow Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent hereunder, except for any loss, cost or damages arising out of willful acts of malfeasance or gross negligence. In the event of a dispute, Escrow Agent shall be entitled to tender the Deposit, into the registry or custody of any court of competent jurisdiction, together with such legal pleadings as it deems appropriate, and thereupon be discharged from its duties under this Contract. In any legal action involving Escrow Agent, including, without limitation, any interpleader action initiated by Escrow Agent, all reasonable legal expenses reasonably incurred by Escrow Agent, shall be borne by the party against which final judgment is rendered or as otherwise ordered by the court.

18.6. Attorneys' Fees. For purposes of this Contract, "**Attorney's Fees**" shall mean all reasonable attorneys' and paralegals' fees prior to trial, at trial, on appeal and/or as part of any bankruptcy proceeding, whether or not litigation is commenced. Any and all costs (imputed or actual) incurred in connection with the utilization of the services of in-house legal counsel and paralegals in lieu of and/or in addition to (but not in duplication of) the services of outside counsel shall (to the extent such costs do not exceed reasonable attorneys' and paralegals' fees and disbursements which would have been incurred if outside counsel had provided the same services), be deemed to be reasonable attorneys' and paralegals' fees and disbursements.

18.7. Effective Date. The "**Effective Date**" for purposes of this Contract shall be the date on which the last of Buyer and Seller shall have executed this Contract and delivered an executed counterpart of the same to the other Party or such Party's counsel. In the event a Contract offer executed by one Party is modified in any manner by the other Party, the same shall not be considered an acceptance, but rather shall be considered a counter-offer, open for acceptance by the other Party for such period as may be prescribed by the Party making the modifications. In such event, the Effective Date shall be that date upon which the terms of the counter-offer are accepted, and the Parties shall enter said date on the signature page hereof.

20. SEVERABILITY. This Contract is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any term, clause or provision of this Contract, or the application thereof to any person or circumstance, shall for any reason and to any extent be determined or held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the maximum extent possible. In lieu of any such term, clause or provision of this Contract which is so determined or held by a court to be illegal, invalid or unenforceable, there shall, to the extent practicable and reasonable, given the circumstances, be inserted as a part of this Contract a term, clause or provision as nearly identical to that stricken from this Contract by virtue of such determination or holding which is not illegal, invalid or unenforceable. The provisions of this Section shall apply to any amendment of this Contract.

21. NON-BINDING/OFFER AND ACCEPTANCE. Unless and until this Contract is fully executed and delivered by both Parties, any discussions, negotiations, correspondence or communications between

Buyer and Seller and their respective attorneys, agents and representatives in connection or with respect to the subject matter of this Contract, including, without limitation, the delivery and exchange of unsigned draft copies of this Contract, are intended only as non-binding discussions, negotiations and communications (except to the extent otherwise expressly specified in writing therein) and either Party shall have the absolute right to withdraw from such discussions, negotiations and communications at any time without incurring any liability or obligation whatsoever to the other Party (except to the extent otherwise expressly specified in writing therein). Notwithstanding the foregoing, the execution by one Party of this Contract and delivery of such executed Contract to the other Party shall be deemed to be an offer open for acceptance by the other Party for ten (10) Business Days or such longer or shorter period provided in the transmittal letter of the Party which first executed this Contract. Acceptance shall be completed by the signing of this Contract by the second Party and the delivery of a signed counterpart to the second Party by the first Party, by the time and date set forth above.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

SELLER:

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

By: _____
Print Name: _____
Title: _____
Date: _____, 2024

BUYER:

PULTE HOME COMPANY, a Michigan limited liability company

By: _____
Print Name: _____
Title: _____
Date: _____, 2024

JOINDER BY ESCROW AGENT

The undersigned hereby joins in the foregoing Contract to confirm its agreement to abide by and perform all duties and responsibilities of the Escrow Agent.

Shutts & Bowen LLP

By: _____
_____, Esq.
Date: _____, 2024

BOARD AGENDA ITEM SUMMARY

7a

MEETING DATE: May 9, 2024

SUBJECT: HDR Potable Water Master Plan Update

CATEGORY: Consent

Discussion

Action

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

DEPARTMENT: **Interim Administration**

ITEM: **HDR Potable Water Master Plan**

PURPOSE / JUSTIFICATION: **Following the presentation and discussion of the HDR Potable Water Master Plan Update at the April 2, 2024 Special Board Meeting, Staff and HDR were tasked with exploring the new hybrid option for feasibility and estimated capital cost. Staff is looking for board direction on moving forward with the hybrid option being presented today.**

MOTION: **To be determined.**

Prepared By: **Teresa Herzog**

Date: **May 3, 2024**

Approvals:


Interim Administrator

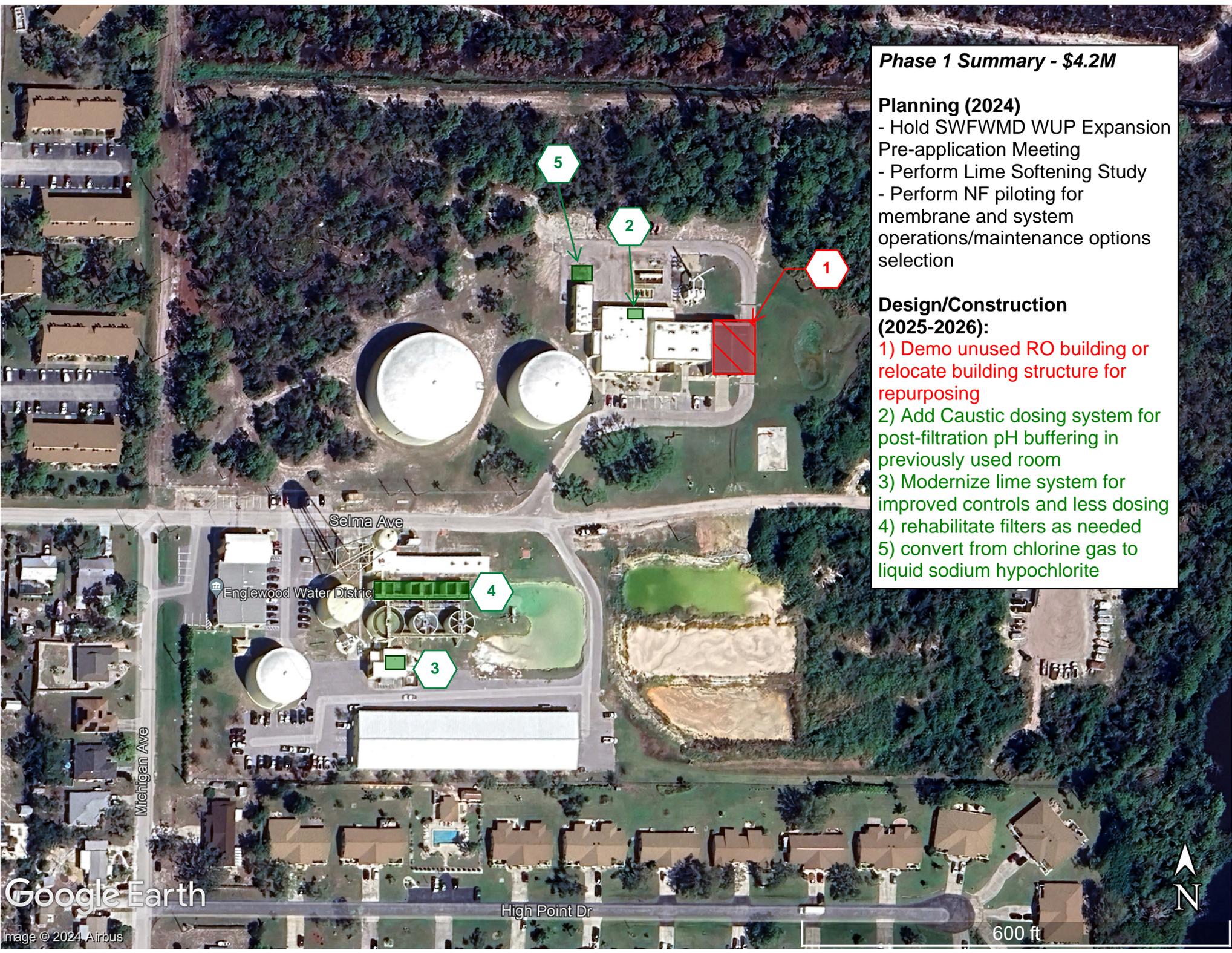
Finance


Water Operations


Wastewater Operations

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

ATTACHMENTS: **HDR WTP Expansion Sequencing Plan**



Phase 1 Summary - \$4.2M

Planning (2024)

- Hold SWFWMD WUP Expansion Pre-application Meeting
- Perform Lime Softening Study
- Perform NF piloting for membrane and system operations/maintenance options selection

Design/Construction (2025-2026):

- 1) Demo unused RO building or relocate building structure for repurposing
- 2) Add Caustic dosing system for post-filtration pH buffering in previously used room
- 3) Modernize lime system for improved controls and less dosing
- 4) rehabilitate filters as needed
- 5) convert from chlorine gas to liquid sodium hypochlorite



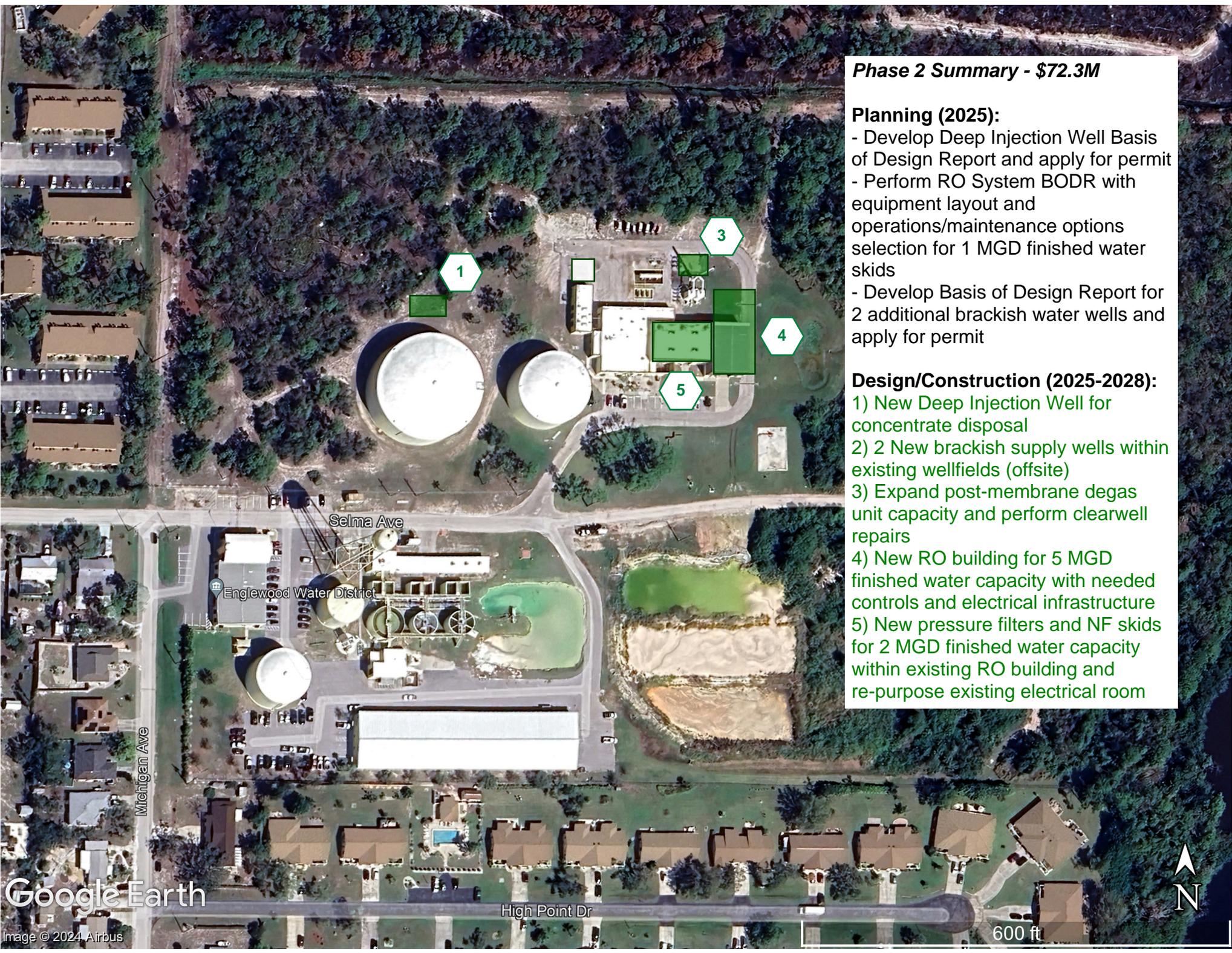
Phase 2 Summary - \$72.3M

Planning (2025):

- Develop Deep Injection Well Basis of Design Report and apply for permit
- Perform RO System BODR with equipment layout and operations/maintenance options selection for 1 MGD finished water skids
- Develop Basis of Design Report for 2 additional brackish water wells and apply for permit

Design/Construction (2025-2028):

- 1) New Deep Injection Well for concentrate disposal
- 2) 2 New brackish supply wells within existing wellfields (offsite)
- 3) Expand post-membrane degas unit capacity and perform clearwell repairs
- 4) New RO building for 5 MGD finished water capacity with needed controls and electrical infrastructure
- 5) New pressure filters and NF skids for 2 MGD finished water capacity within existing RO building and re-purpose existing electrical room



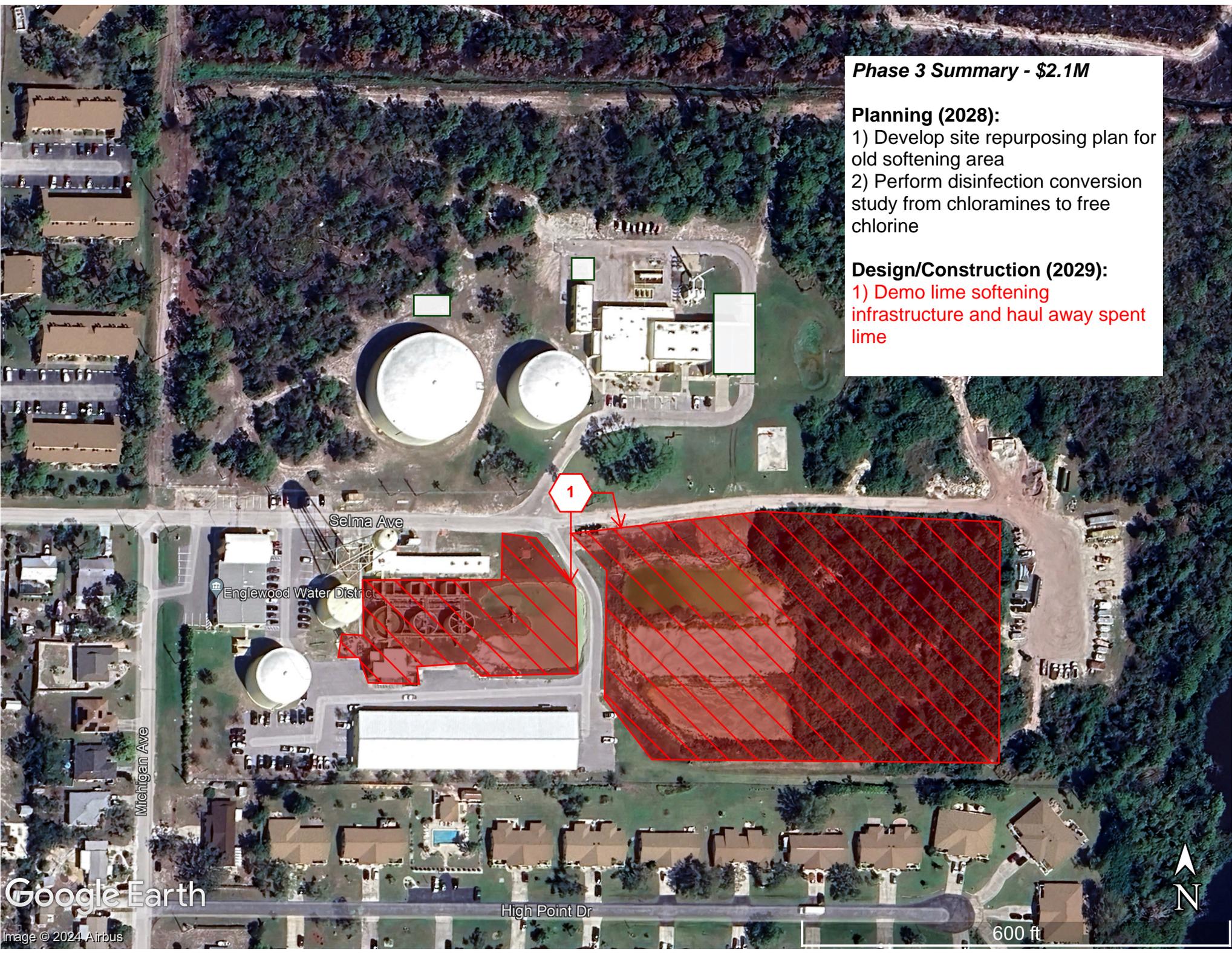
Phase 3 Summary - \$2.1M

Planning (2028):

- 1) Develop site repurposing plan for old softening area
- 2) Perform disinfection conversion study from chloramines to free chlorine

Design/Construction (2029):

- 1) Demo lime softening infrastructure and haul away spent lime



Google Earth

Image © 2024 Airbus

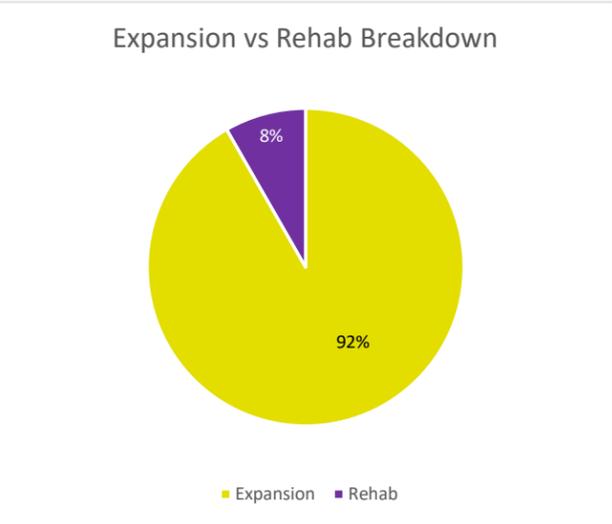
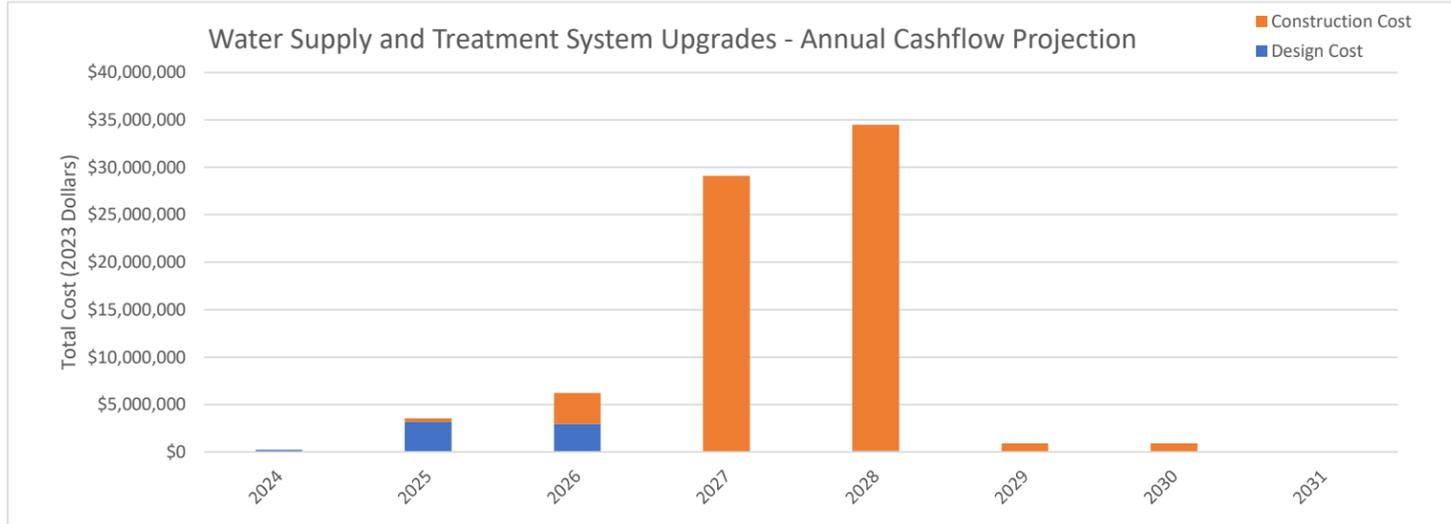
High Point Dr

600 ft



Alternative: Alt 2/Alt 3 Hybrid
 Design Cost: \$6,544,400
 Construction Cost: \$68,919,600
Total Cost: \$78,550,000

Expansion: \$72,045,000
 Rehab: \$6,505,000



Implementation Phase	Item	Description	Expansion/Rehab	Planning/Permitting/Design Cost	Construction Cost (contains additional Consultant fees)	Total Item Cost	Design Start	Design Duration (yrs)	Construction Start	Construction Duration (yrs)
1	Studies/Evaluations	Lime optimization study and NF membrane/system O&M equipment selections	Rehab	\$ 250,000	\$ -	\$ 250,000	2024	1	2025	0
	Demo/relocate RO Expansion Building	Demo or relocate structure of unused RO expansion building	Rehab	\$ 60,000	\$ 957,600	\$ 1,060,000	2025	1	2026	1
	Lime Optimization and Caustic Addition	Modernize controls and lessen lime dosing, add caustic in previous room for post-filtration pH buffering	Rehab	\$ 100,000	\$ 1,100,000	\$ 1,250,000	2025	1	2026	1
	Treater Rehab	Replacement of drive unit at Treater 1.	Rehab	\$ -	\$ 280,000	\$ 280,000	2025	0	2025	1
	Rehab HSPs	New Slaminator check valves for Pumps 7 & 9. As needed repairs.	Rehab	\$ -	\$ 70,000	\$ 70,000	2025	0	2025	1
	Filter Rehab	Filter media replacement as needed	Rehab	\$ -	\$ 500,000	\$ 500,000	2025	1	2026	1
	CL2 Gas Conversion to Hypo	Convert to liquid sodium hypochlorite and upsize to accommodate increased capacity and increase staff safety.	Rehab	\$ 63,600	\$ 699,600	\$ 795,000	2025	1	2026	1
	Phase 1 Subtotal			--	\$ 473,600	\$ 3,607,200	\$ 4,205,000	--	--	--
2	Ammonia Expansion	Upsize ammonia storage and dosing system to treat 7 MGD.	Expansion	\$ 35,200	\$ 387,200	\$ 440,000	2025	2	2027	1
	New Source Water Wells	Project includes design and construction of 5 additional brackish supply wells for increased demand along with supply well piping in the wellfields where new wells are added. Assumes no additional pipe directly back to the plant is needed.	Expansion	\$ 1,148,000	\$ 12,628,000	\$ 14,350,000	2025	2	2027	2
	New RO Building	8,000-SF building in place of existing RO expansion building with 12-in concrete slab.	Expansion	\$ 192,000	\$ 2,112,000	\$ 2,400,000	2025	2	2027	2
	New RO System	Installation of six (6) new 1-MGD finished water RO skids and appurtenances to produce 5 MGD finished water capacity with one redundant skid. Includes the design and construction of a new membrane components, non-membrane systems, and chemical systems, and connecting to the existing system.	Expansion	\$ 2,928,000	\$ 32,208,000	\$ 36,600,000	2025	2	2027	2
	Degas Expansion	Construct 1 additional degasifier on Clearwell #2 to treat up to 7 MGD (5.0 MGD unit). Assumes that two clearwells will be adequate to treat 7 MGD. Further evaluation needed to consider expansion of clearwell capacity to meet required contact time.	Expansion	\$ 108,400	\$ 1,192,400	\$ 1,355,000	2025	2	2027	1
	Clearwell Rehab	Repair areas with corrosion damage.	Rehab	\$ -	\$ 250,000	\$ 250,000	2025	2	2027	1
	New NF System	Four (4) 0.66-MGD finished water capacity NF skids, chemical systems, and appurtenances including pressure filters to produce 2 MGD finished water capacity with one redundant skid	Expansion	\$ 643,200	\$ 7,075,200	\$ 8,040,000	2025	2	2028	1
	New DIW	Consists of permitting, designing and constructing a new deep injection well for the increased brine reject from the new RO facility.	Expansion	\$ 886,000	\$ 7,619,600	\$ 8,860,000	2025	2	2027	2
Phase 2 Subtotal			--	\$ 5,940,800	\$ 63,472,400	\$ 72,295,000	--	--	--	--
3	Studies/Evaluations	Disinfection conversion study	Rehab	\$ 50,000	\$ -	\$ 50,000	2028	1	2029	0
	Demo Lime Plant	Demo lime plant infrastructure	Rehab	\$ 80,000	\$ 1,840,000	\$ 2,000,000	2028	1	2029	2
	Phase 3 Subtotal			--	\$ 130,000	\$ 1,840,000	\$ 2,050,000	--	--	--

BOARD AGENDA ITEM SUMMARY

7b

MEETING DATE: May 9, 2024

SUBJECT: 1339 Flamingo Drive

CATEGORY: Consent

Discussion

Action

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

DEPT: **Administration**

ITEM: **1339 Flamingo Drive**

PURPOSE / JUSTIFICATION: **Mr. Brenton purchased 1339 Flamingo Drive in November of 2023. He states in his letter that he did not initiate water service and did not enter into a service agreement with EWD. He is requesting all fees or charges added to his property account be removed as well as meter removal to discontinue base charges.**

MOTION: **To be determined**

Prepared By: **Teresa Herzog**

Date: **May 3, 2024**

Approvals:

KRH
Interim Administrator

Finance

DP
Water Operations

[Signature]
Wastewater Operations

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

ATTACHMENTS: **Customer Letter**
EWD Response & Meter Removal Form

4/20/2024

•••

2024 HY -2 PM 12:19
ENGLEWOOD WATER DIST.

David L. Breton
President, Snook Rentals, LLC
Houston, TX 77070

Englewood Water
201 Selma Ave
Englewood, FL 34223-3443

RE: 1339 Flamingo Water Service

Board of Supervisors,

As I have previously discussed with a customer service representative over the phone, I have NOT initiated water service at the address above. When I received a bill for new service being connected (January 2024), I called your office and told the person I talked to that I had not entered into a service agreement (as required in Section 3.1 of your Rules and Regulations) for this property. Typically utilities are not started in most jurisdictions until initiated by the customer(s). In addition, the address above was recently purchased after all structures were removed. Further, the water and sewer lines have not even been located at the moment and appear to be cut below the ground. This can cause backflow into the water system and itself is one of your reasons for disconnection of service (Section 14.0 e).

From section 17.2, you apparently took a final meter reading of the meter when you apparently discontinued service on your own. You will note that no water has been nor could be used since that time. Please remove any fees or charges added to my property account related to the unauthorized initiating a service agreement without my consent. This letter shall serve as a formal **Demand Letter** that any fees or charges added to my property account the above described property be removed.

As the parcel described above is undeveloped, the meter will not be required until development commences as per Section 14.4 of the rules and regulations. Please remove the meter so that it is clear the parcel will not incur any more charges.

Sincerely,

David L. Breton
President, Snook Rentals, LLC



ENGLEWOOD WATER DISTRICT
201 Selma Avenue Englewood, Florida 34223-3443
(941) 474-3217 - Fax: (941) 460-1025
Toll Free 1-866-460-1080
E-mail: info@englewoodwater.com
Website: englewoodwater.com

Snook Rentals LLC
C/O Davild L Breton
12114 Normont Dr
Houston TX 77070-2448

Dear Mr. Breton,

We have received your letter dated April 20, 2024. The meter may be removed from a vacant parcel at the owner's request. I have included a Meter Removal Request Form that must be signed and returned to complete this request.

Please don't hesitate to contact me if you have any questions or concerns about the Meter Removal Request.

Best,

Jordan Chunco
Customer Service Manager
Ph. 941.474.3217 , Fax 941.460.1025, jchunco@ewdf.com
201 Selma Ave, Englewood, FL 34223
Englewood Water District

Thursday, May 2, 2024
Meter Removal Request Form attached.



ENGLEWOOD WATER DISTRICT
201 Selma Avenue - Englewood, Florida 34223-3443
(941) 474-3217 - Fax: (941) 460-1025
TOLL FREE (866) 460-1080
E-mail: info@englewoodwater.com

METER REMOVAL REQUEST FORM

Date:

Account Number: Demolition Date (if applicable):

Property Address:

Parcel ID:

I owner of above said property, wish to have the water meter removed and, if applicable, the sewer service capped. I understand there are meter removal and sewer cap charges that will be added to the final bill (see the Customer Rules and Regulations for current rates).

I understand the parcel has Capital Capacity credit(s) for:

Water \$ Sewer \$

A Final Bill for service will be processed once the meter has been removed, the sewer capped (if applicable) and the account terminated. The account will be considered closed when all outstanding rates, fees and charges are paid in full.

Any current payment schedules in place with Englewood Water District (EWD) will continue as billed by EWD or via the County Tax Collector. All liens will stay in place until they are paid in full.

All charges for service will be due, less any amounts previously credited to the property, when subsequent application for service to the parcel is received.

Owner Signature: _____

Final Bill Address:

Telephone Number:

Photo ID and copy of demo permit (if applicable) required with form submission.

STATUS REPORT
For Board Meeting May 9, 2024

New Task Orders Assigned:

1. None.

CIP/In-house Projects:

1. **Lime Bed Cleaning** – Prolime will begin tree clearing within the next week, followed by the removal and disposal of the dried lime sludge.
2. **Mobile Generators** – Two of the seven new 125kW Trailer Mounted Generators are ready to be delivered but Mid Florida Desiel is holding on to them until all seven are ready. Delivery is anticipated for May 2024.
3. **North WRF Phase 1** – Angie Brewer and Associates is revising the Facilities Plan to address FDEP's comments. They plan to present the application for design funding at the August 2024 meeting.
4. **Quail's Run I&I** – The lining crew has completed their work and GML has begun the manhole repair/lining work.
5. **RO Electrical Switchgear Repair** – A shut down of the power to the RO plant was completed on April 16, 2024, with McKim & Creed and their electrical testing firm on site. McKim & Creed is putting together the report with their findings and the proposed plan for the needed repairs.
6. **South WRF – New Headworks/Drying Bed** – Construction continues with equipment start-ups schedule for the month of May.
7. **V-1 Station Rehab** – AirVac was on site the week of April 29, 2024, to perform start-up of the temporary system. EWD intends to further test the temporary system until it is time to begin the rehab on the V-1 Station.
8. **Water Masterplan Update** – The revised costs and timelines for the proposed hybrid option is being presented at the May 9th Board Meeting for further discussion.
9. **WRF Plant 1 & 2 Rehab** – The digester for Plant 2 is currently back online. The remaining portion of the plant is 95% complete with only a few minor things left. Evoqua plans to remobilize for the Plant 1 rehab in June.
10. * **Elevated Tank Rehab** – Staff is working on a bid package for a complete blast and recoating of the tank.
11. * **Holiday Ventures Generator Replacement** – A PO has been issued to Mid Florida Diesel on January 11, 2024, for the purchase of a new 250kW Blue Star Generator. Staff has reviewed/approved the submittals and the order has been placed. Delivery is anticipated for November 2024.
12. * **LS #114 Improvements – Brook to Bay** – 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.
13. * **LS 121 Rehab** – Innovative Contractors and GML have both completed their portions of the lift station rehab work.
14. * **Utility Rate Study** – The kick-off meeting with Raftelis Financial Consultants, Inc was held on February 15, 2024.
15. * **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.

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** – Phase 2B is now in service. Testing on Phase 2C has begun.
3. **Boca Royale Unit 18** – Morris Engineering is preparing the certification package for Unit 18. Construction of the new entrance has begun.
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. **Island Lake Estates at Coco Bay** – The utilities for Phase 2 have been installed. The vacuum sewer has been tested and the contractor is currently working on testing the water portion of the project.
6. * **Gateway Court** – FDEP permits for both water and sewer have now been received.
7. **Palm Lake at Coco Bay (FKA Lake Emily)** – Phase 1 has been completed and applications have been submitted for FDEP approval to place into service. Testing continues on Phase 2.
8. * **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.
9. * **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.
10. * **Suncoast Humane Society** – The utilities have been installed and have been tested.

Developments/Projects in Plan Review:

11. * **200 Artists** – The plans are ready to be approved. Staff is waiting on Kimley Horn before they can finalize the required Developer's Agreement. Once executed, staff will approve the plans and sign the required FDEP applications.
12. **Beachwalk by Manasota Key Phase 3** – Staff has sent Kimley-Horn minor comments regarding their latest submittal of Phase 3. The Developer's Agreement will need to be revised prior to approving.
13. * **Beachwalk by Manasota Key Phase 4** – Kimley-Horn submitted plans for Phase 4 of the Beachwalk project. Staff is reviewing the plans.
14. **Boca Royale East** – Morris Engineering has resubmitted the final plans for Phase 1 of the Boca Royale East project. Staff is working on the Developer's Agreement and the required upsizing agreement.
15. **Englewood Apartments** – Staff has sent comments to Kimley-Horn for the additional revisions on the utility portion of the project.
16. * **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 returned comments for requested changes on December 14, 2023.

STATUS REPORT

17. **Esplanade at Wellen Park** – The project will include 877 single/multi-family units and three neighborhood amenity centers. Atwell, LLC submitted the offsite plan for the required utilities along River Road on April 24, 2024 for review. They then submitted the plans for Phase 1 and 2 on May 1, 2024. Staff is currently reviewing. The potential emergency water interconnect with the City of North Port still needs to be discussed further. If agreed upon, the interconnect would be designed and constructed with this project.
18. * **Generation at Englewood** – The Developer’s Agreement has been sent for review. Once executed, staff will approve the plans and sign the required FDEP applications.
19. * **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 has reviewed the plans and returned comments for requested changes.
20. * **Prose Apartments** –The project includes a total of 260 apartments (159 1-bedroom and 101 2-bedroom units) and an Amenity Center. Staff submitted comments to RESPEC on April 5, 2024.
21. * **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.
22. * **Shores at Stillwater (FKA Medical Blvd.)** – Heidt Design has resubmitted the utility plans for final review and approval. A Developer’s Agreement has been completed and sent for execution.

Upcoming Developments/Projects:

23. * **Charlotte County – Avenues of the Americas Sidewalk Project** – Charlotte County held a preconstruction meeting on March 21, 2024.
24. **Charlotte County – N. Beach Rd Sidewalk & Lighting** – Charlotte County submitted 30% plan for review in April 30, 2024.
25. * **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.
26. * **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.
27. * **Sarasota County S. McCall Road Improvements** – EWD’s draft Utility Work Schedule (UWS) was submitted to Kimley-Horn on April 20, 2022, for review. While there are quite a few items on the list, most of them will only require EWD to observe and protect our assets during the storm construction and boring of the lighting conduit. There will be a few pits and water services that may need to be replaced depending on the conflicts and final grade elevations.
28. * **Waterside Drive Multi-Family (Turquoise Bay)** – Staff met with engineers from DMK to discuss a new development on Waterside Dr., south of Massachusetts Ave. The Developer is looking to construct 42 multi-family units with a community pool. In order to serve the project, the water main would have to be extended and would require a private lift station or significant modifications to the existing vacuum system.



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: April 2024
Preparer's Name: Keith R. Ledford Jr., P.E.	Phone: 941-460-1020
Utility Address: 201 Selma Avenue	Email: Kledford@ewdfi.com
City: Englewood, FL	Zip code: 34223

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

Monthly Flow Data (For Reported Month Only)	
Month's Average Daily Flow: 1.65 MGD	
Month's Peak Daily Flow: 2.05 MG	

Sanitary Sewer Connection Information (In ERCs)		
	ERCs (MGD)	Connections
Total ERCs Permitted:	3.4 MGD	
Total ERCs Served:	20,842	17,148
Single Family:	16,012	16,012
Multi-Family:	2,925	372
Commercial:	1,905	764
Industrial:		
Other:		
Calculated Total Flows:	1.6	
Remaining ERCs Available:	1.8	

Bulk Sewer Purchase Agreement Information	
Utility Purchased From: Englewood Water District	
Utility Sold To: Sandalhaven Utilities	
Maximum Purchase Amount: 300,000 GPD	
Actual Purchased Amount: 2,577,175 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: 1,213,542 Gallons	

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: April 2024
Preparer's Name: Keith R. Ledford, Jr., P.E.	Phone: 941-460-1020
Utility Address: 201 Selma Ave	Email: kledford@ewdfl.com
City: Englewood	Zip code: 34223

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

Monthly Flow Data (For Reported Month Only)	
Month's Average Daily Flow:	3.30 MGD
Month's Peak Daily Flow:	3.70 MG

Potable Water Connection Information (In ERCs)		
	ERCs (MGD)	Connections
Total ERCs Permitted:	5.36 MGD	
Total ERCs Served:	23,745	19,362
Single Family:	17,708	17,694
Multi-Family:	3,008	411
Commercial:	3,029	1,257
Industrial:		
Irrigation:		
Other:		
Bulk Customer (Committed):	1	1
Calculated Total Flows:	3.30	
Remaining ERCs Available:	2.06	

Recycled Water Connection Information (In ERCs)	
Total ERC Capacity	1.6 MGD
Total ERCs Served:	1.6 MGD
Industrial:	
Irrigation:	1.6 MGD
Other:	
Remaining ERCs Available:	

Bulk Water Purchase Agreement Information	
Utility Purchased From:	Englewood Water District
Utility Sold To:	Bocilla Utilities Inc.
Maximum Purchase Amount:	
Actual Purchased Amount:	3,850,000 Gallons

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

The PRM General Health Trust Board held their quarterly meeting on Friday, April 26th, 2024. The following information was presented based on current claims and trends through March 31st, 2024:

- Medical and Pharmacy gross paid claims as a pool group are up 8% over the prior year.
 - Medical is up 3% and Pharmacy is up 22%.
 - Pharmacy increase is mostly the GLP-1 medications used for weight loss.
- GLP-1 medications added an unexpected \$4 million in claim costs in 2023, with \$2.2 million of that being GLP-1 use for weight-loss purposes only.
- If no change is made, the PRM pool increase would be ~13.5% due mostly to the prescription cost increases. Individual group increases additional.

The PRM Board approved the following changes to the pool group, effective 10/01/2024:

- Exclude all GLP-1 medications for weight loss only purposes.
- Require Pre-Authorization of GLP-1 medications used for Type 2 Diabetes.
 - Members currently prescribed GLP-1 for diabetes would be grandfathered.
- Cover oral non-GLP-1 diabetes medications with a \$3,000 annual maximum and 30% coinsurance (pre-auth required).
- These changes only affect 8% of the prescription formulary.
- Approved 1% of the net surplus to pay down the pool increase (approx. \$1.3 million)
- These approvals should bring our pool increase down to ~6.5-8%.

Additional Changes:

- The HDHP 5168 plan deductible will increase from \$1500 to \$1600 for employee only and from \$3000 to \$3200 for all other tiers as of January 1st, 2025.
 - Benefit's Committee will need to decide whether to increase the employer contribution from \$1500 to \$1600 for those members electing this plan.
- ****All other ancillary coverage will NOT have an increase this year!****

We will have our full benefit renewal numbers in June following the PRM annual conference in Naples. Suggest having a Benefits Committee Meeting in the later part of June.