

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

Board of Supervisors:

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

Staff:

Keith R. Ledford, Jr., P.E. Interim Administrator
Robert H. Berntsson, District Counsel
Keith R. Ledford, Jr., P.E. Technical Support Manager
Dewey Futch, Water Operations Manager
David Larson, Wastewater Operations 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. Service Awards
 1. Water Plant Operator, Logan Schrauf – 5-years
 2. Customer Service Representative, Skye Newell – 5-years
5. CONSENT SECTION
 - a. Minutes of the Regular Meeting dated June 13, 2024
Recommended Action: Approve the meeting minutes.
 - b. Big W Law Invoice dated, 2024.
Recommended Action: Approve the attorney's invoice in the amount of \$1,350.00.
 - c. Henderson/Franklin Attorney's Invoice dated June 10, 2024
Recommended Action: Approve the attorney's invoice in the amount of \$202.50.
 - d. Large Meter Replacement
Recommended Action: Approve the purchase of 6 large meters in the amount of \$39,621.82.
 - e. Ratification of Emergency Memo – RO Electrical Switchgear Repair
Recommended Action: Ratify the Emergency Memo in the amount of \$81,468.14.
6. DISCUSSION
 - a. 7121 Pinebay Blvd – Reinstallation of Meter
7. ACTION ITEMS
 - a. Ratification of Administrator's Contract

- b. Centennial Bank Signature Cards
 - c. Ratification of Emergency Memo – WRF Project Change Order
 - 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. June Financial Statements
 - 2. June Investment Statements
 - 9. ATTORNEY’S REPORT – Robert H. Berntsson
 - 10. OLD BUSINESS
 - 11. NEW BUSINESS
 - 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 7/5/2024

BOARD AGENDA ITEM SUMMARY

5a

MEETING DATE: July 11, 2024

SUBJECT: Meeting Minutes dated June 13, 2024

CATEGORY: X Consent

Discussion

Action

CONTACT PERSON: **Teresa Herzog**

DEPARTMENT: **Administration**

ITEM: **Request Board approval of the regular meeting minutes dated June 13, 2024**

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

MOTION: **To approve the minutes of the regular meeting dated June 13, 2024**

Prepared By: **Teresa Herzog**

Date: **June 19, 2024**

Approvals:

KIR
Interim Administrator

[Signature]
Finance

Water Operations

[Signature]
Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No:

ATTACHMENTS: **Regular meeting minutes dated June 13, 2024**

MINUTES
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
JUNE 13, 2024 @ 8:30 A.M.

Board of Supervisors:

Robert C. Stern, Jr., Chair
Lani Gaver, Vice-Chair
Dennis Pinkiewicz
Sydney B. Crampton (absent)
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
 - a. Service Awards – with gratitude, Chair Stern presented the following service award:
 1. Distribution Maintenance Technician, Michael J. Wise – 10-years
 - b. Anfield Consulting Group – Rosanna Catalano & Edgar Fernandez – Ms. Catalano & Mr. Fernandez gave an overview of their consulting group including their experience, funds they have secured for EWD and avenues available for future funding.
5. CONSENT SECTION – Chair Stern called for a motion to approve as a whole or pull anything for discussion. Mr. Meals moved, **“to approve the consent agenda as public,”** seconded by Ms. Gaver.
 - a. Minutes of the Regular Meeting dated May 9, 2024
Recommended Action: Approve the meeting minutes.
 - b. Big W Law Invoice dated May 31, 2024.
Recommended Action: Approve the attorney’s invoice in the amount of \$1,275.00.
 - c. Henderson/Franklin Attorneys at Law Invoice dated May 2, 2024.
Recommended Action: Approved the attorney’s invoice in the amount of \$90.00.
 - d. Clearwell Pump Installation
Recommended Action: Approve the installation of 2 clearwell pumps in the amount of \$42,000.00.

UNANIMOUS

24-06-13 CS A
24-06-13 CS B
24-06-13 CS C
24-06-13 CS D

6. DISCUSSION
 - a. Selection for the Administrator Position – Attorney Berntsson collected the written ballots and tallied the rankings of the three candidates. Candidate A received the highest ranking followed by Candidate C then Candidate B.

Discussion ensued with the board members agreeing that all candidates were well qualified for the position of Administrator and the merits of the candidates were also recognized. At conclusion of discussion,

Mr. Pinkiewicz moved, **“to hire Michael Collard as the Administrator of EWD,”** seconded by Ms. Gaver.

UNANIMOUS

24-06-13 A

Mr. Ledford indicated the motion was not as written so Attorney Berntsson asked if the written motion was their intent. Mr. Pinkiewicz and Ms. Gaver confirmed this was their intention. Board consensus was also reached to move to the second ranked candidate should negotiations fail with Mr. Collard.

Full motion read: To authorize the Board Chair and Human Resource Manager to negotiate and complete a job offer with Candidate A within the limits of the compensation wage matrix of the position (Exempt Job Grade 207), contingent upon successful results of a comprehensive background check and completion of a pre-employment physical and drug test.

b. August Meeting Schedule – Mr. Ledford introduced the item. Due to some scheduling conflicts, staff proposed moving the board meeting of August 8th to August 15th. This move would allow at least 4 board members to be present for the draft rate study presentation. Discussion about the rate study ensued followed by a motion.

Mr. Pinkiewicz moved, **“to change it to August 15th, the meeting,”** seconded by Mr. Meals.

UNANIMOUS

24-06-13 B

Full motion read: To move the August 8, 2024 regular board meeting to August 15, 2024.

7. ACTION ITEMS

a. V-1 AirVac SMART System Trial – Mr. Ledford detailed the conditions in V-1 that could benefit from a system that would continuously monitor the vacuum levels and respond if the levels dropped. After 3 months, if it is found to be beneficial we would pay for the system, if not it would be removed. He added that if this works, it is likely the system would be added to additional lines in V-1.

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

UNANIMOUS

24-06-13 C

Full motion read: To move forward with the AirVac agreement of a 3-month trial period of their SMART System in the V-1 sewer area and contingent upon successful demonstration of performance improvements, the payment amount of \$50,484.70 will be made 3-months after the installation date.

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

a. WATER OPERATIONS MANAGER – Dewey Futch

Production:

1. Total send out for May 2024 was 102.7 MG/2023 was 94.4 MG.

2. Average send out was 3.3 MGD/2023 was 3.0 MGD and the high send out was 3.7 MGD/2023 high was 3.7 MGD. Rainfall for 2024 was .43" and 2023 was .9".
3. This past month at the plant Cooper Timber finished the clearing of dead trees from wellfield 2.
4. Pro lime is still onsite cleaning the lime drying beds, the project is going well.
5. The Operators at the plant have been doing general maintenance as usual.

Distribution:

1. Distribution had 2 incidents to report:
 - a. Broken hydrants on South Oxford Drive and Loralin and South Pine Streets were replaced. Two-day bacteriological testing was done on both and passed with no issues.
 2. New meter sets were 129 single family; 129 ERCs.
 3. 61 radio-read heads were replaced.
 4. 292 customer requested turn-offs were completed.
- b. WASTEWATER OPERATIONS MANAGER – David Larson

WRF:

1. The average daily flow for May 2024 was 1.34 MGD, approximately 80K less than last year, with a peak flow of 1.79 MG.
2. Start-up on multiple pieces of equipment for the new headworks are taking place.
3. Evoqua is on site for the rehab of Plant #1.
4. Normal operations and maintenance are ongoing.

Collections:

1. Staff is working with the PCL contractors to get the temporary system at V-1 up and running correctly.
 2. Normal operations and maintenance are ongoing.
- c. TECHNICAL SUPPORT MANAGER – Keith R. Ledford Jr., P.E.

CIP/In-house Projects:

1. Mobile Generators – these were purchased through the \$750K grant we received. Start-up was done by Mid-Florida Diesel and the parts for the cable leads have been ordered. The final report will be submitted for reimbursement and the final cost to EWD was approximately \$40K.
2. RO Electrical Switchgear Repair – following the second shutdown, there were issues with the breakers. Once the final report is received we will have more details. It was determined that the needed repairs will be done with an emergency memo and ratified at the July meeting.
3. South WRF – New Headworks/Drying Beds – the switchgear is expected to be delivered in June and installed in July.

Developments/Projects Approved for Construction:

1. Boca Royale East – DEP approval for water has been received, wastewater to follow. The preconstruction meeting was held yesterday.

d. FINANCE DIRECTOR – Lisa Hawkins

Financial Statements:

1. May – operating revenues were \$14.751M up \$1.1M from last year and operating expenses were \$11.929M up \$442K from last year leaving an operating surplus of \$2.822M.

Investment Statements:

1. May – we had \$18.591M invested at RBC, \$5M in cash for projects and \$2.914M at Centennial Bank for a total of \$21.505M.

Mr. Ledford concluded the Interim Administrator’s report.

9. ATTORNEY’S REPORT – Robert H. Berntsson – None
10. OLD BUSINESS
 - a. 1339 Flamingo Drive – Mr. Ledford stated that after additional contact following the May meeting, the customer still decided to have the meter removed.
11. NEW BUSINESS – None
12. PUBLIC COMMENT – ANY TOPIC – None
13. BOARD MEMBER COMMENTS – the board thanked staff for their assistance in the Administrator search and Mr. Pinkiewicz asked about the hurricane preparedness plan.
14. ADJOURNED @ 9:58 am

Lani Gaver, Vice-Chair

APPROVED

/tlh



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 07/03/2024
by: Englewood Water District
@ 11:57 a.m. T. Herzog

Statement Date: 07/03/2024
Statement No. 34372
Account No. 8.0000

Englewood, FL 34223

Legal Services
PO 58008

FOR PROFESSIONAL SERVICES RENDERED

			Rate	Hours	
06/05/2024	RHB	Email with Ms. Bagshaw; Review Sunshine Law; Telephone conference with Ms. Bagshaw.	300.00	0.50	150.00
06/07/2024	RHB	Email with Ms. Herzog; Review agenda; Telephone conference with Ms. Bagshaw.	300.00	0.50	150.00
06/12/2024	RHB	Email(s) with Ms. Herzog; Review status report.	300.00	0.25	75.00
06/13/2024	RHB	Prepare for and attend Board of Supervisors Meeting.	300.00	2.00	600.00
06/26/2024	RHB	Email(s) with Ms. Herzog; Email(s) with Mr. Ledford; Email(s) with Ms. Bagshaw; Telephone conference with Ms. Bagshaw; Telephone conference with Ms. Herzog; Telephone conference with Mr. Ledford.	300.00	1.00	300.00
06/28/2024	RHB	Email(s) with Ms. Herzog.	300.00	0.25	75.00
		For Current Services Rendered		4.50	1,350.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Robert Berntsson	4.50	\$300.00	\$1,350.00

PREVIOUS BALANCE \$1,275.00

Total Current Work 1,350.00

Payments

Total Payments for 06/25/2024 -1,275.00

Balance Due \$1,350.00

Englewood Water District
Account No. 8.0000
RE: Legal Services

Statement Date: 07/03/2024
Statement No. 34372

Billing History					
<u>Fees</u>	<u>Hours</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
116,937.50	461.51	0.00	7.80	0.00	115,595.30

BOARD AGENDA ITEM SUMMARY

5c

MEETING DATE: July 11, 2024

SUBJECT: Henderson-Franklin Attorney's Invoice dated June 10, 2024

CATEGORY: X Consent

Discussion

Action

CONTACT PERSON : **Lisa Hawkins**

DEPARTMENT : **Finance**

ITEM: **Request Board approval for payment of the Henderson-Franklin Attorney's invoice dated June 10, 2024**

PURPOSE / JUSTIFICATION: **Legal services rendered**

FISCAL IMPACT: 500311-500-101

Budget Resolution Required: yes X no

Amount Budgeted	\$	10,000.00
Year to Date Expenditures	\$	(3,797.50)
	\$	(202.50)
Remaining in Budget	\$	<u>6,000.00</u>

MOTION: **To approve the Henderson-Franklin Attorney's invoice dated June 10, 2024 in the amount of \$202.50. Funds to come from water/wastewater revenues.**

Prepared By: **Teresa Herzog**

Date: **June 27, 2024**

Approvals:

KJL
Interim Administrator

[Signature]
Finance

Water Operations

[Signature]
Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No:

ATTACHMENTS: **Henderson-Franklin Attorney's invoice dated June 10, 2024**



June 10, 2024

TO: Englewood Water District
Heather Bagshaw
201 Selma Avenue
Englewood, FL 34223

Attorney: Atwood, Scott E
File No. 22056/8
Invoice No. 805098

Re: Employee Handbook review

Services:

05/29/24	Telephone conference with client re: employee hiring issues; brief research re: same	Atwood, Scott E Shareholder	0.90	202.50
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TIMEKEEPER SUMMARY

RANK	TIMEKEEPER	HRS.	RATE	AMOUNT
Shareholder	Atwood, Scott E	0.90	225.00	\$202.50
TOTAL FEES:				202.50

Disbursements:

** NO DISBURSEMENTS WERE CHARGED TO THIS MATTER IN THE CURRENT BILLING PERIOD**

TOTAL AMOUNT: \$202.50

OK
H/B
06-25-2024

CURRENT INVOICE SUMMARY

Summary of Charges Rendered on this Invoice:

Current Fees:	202.50
Current Disbursements:	0.00
Total Charges for this Invoice:	<u>\$202.50</u>
LESS: Trust Funds Applied to this Invoice	-0.00
Balance Due this Invoice	<u>\$202.50</u>
Outstanding Accounts Receivable:	<u>\$90.00</u>
TOTAL AMOUNT DUE THIS MATTER:	<u><u>\$292.50</u></u>

CURRENT TRUST ACTIVITY

Payment for services is due upon receipt of Invoice

Please make your check payable to
Henderson, Franklin, Starnes & Holt, P.A.
Please indicate our file number of 22056/8 and remit to
P.O. Box 919765
Orlando, Florida 32891-9765

HISTORY OF INVOICE(S)
(Does not include current invoice.)

Heather Bagshaw

Bill Date	Bill No.	Total Hrs	Fees	Costs	Bill Amount	Pmts Received	Balance Due
01/25/24	798440	8.70	1,957.50	0.00	1,957.50	(1,957.50)	0.00
03/08/24	800707	6.00	1,350.00	0.00	1,350.00	(1,350.00)	0.00
05/02/24	803104	0.40	90.00	0.00	90.00	0.00	90.00
PREVIOUS INVOICE TOTALS:		<u>15.10</u>	<u>\$3,397.50</u>	<u>\$0.00</u>	<u>\$3,397.50</u>	<u>\$3,307.50</u>	<u>\$90.00</u>

Payment for services is due upon receipt of Invoice

Please make your check payable to
Henderson, Franklin, Starnes & Holt, P.A.
Please indicate our file number of 22056/8 and remit to
P.O. Box 919765
Orlando, Florida 32891-9765

BOARD AGENDA ITEM SUMMARY

5d

MEETING DATE: July 11, 2024

SUBJECT: Large Meter Replacement

CATEGORY: X Consent

Discussion

Action

CONTACT PERSON : **Dewey Futch**

DEPARTMENT : **Distribution**

ITEM: **Purchase of 6 large meters**

PURPOSE / JUSTIFICATION: **To seek Board approval for the purchase of 6 replacement Neptune water meters. Large meters are tested annually and 6 have been found to be out of accuracy parameters so they need to be replaced. The purchased amount exceeds the Administrator's authority of \$35,000.**

FISCAL IMPACT: 500526-531-101

Budget Resolution Required: yes X no

Amount Budgeted	\$	51,000.00
Year to Date Expenditures	\$	(10,905.00)
Total Expenditure Required	\$	<u>(39,621.82)</u>
Remaining in Budget	\$	<u>473.18</u>

MOTION: **To authorize the Administrator to purchase 6 replacement Neptune water meters in the amount of \$39,621.82 through single source procurement with Ferguson Waterworks. The vendor is the sole authorized distributor of Neptune meters in Florida.**

Prepared By: **Teresa Herzog**

Date: **July 2, 2024**

Approvals:

KR
Interim Administrator

[Signature]
Finance

Water Operations

[Signature]
Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No:

ATTACHMENTS: **Ferguson Waterworks Quote**
Single Source Procurement Letter



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

Deliver To: From: Tyler Stargel Comments:
--

16:46:37 JUN 27 2024

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

Bid No: B557169
Bid Date: 06/27/24
Quoted By: TDS

Cust Phone: 941-460-1014
Terms: NET 10TH PROX

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

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

Cust PO#:

Job Name: MACH 10'S

Item	Description	Quantity	Net Price	UM	Total
NEU3B2G1	3" MACH 10, R900I, 17" LENGTH USG	4	3545.000	EA	14180.00
NEU4A2G1	8 MACH 10 R900I 20 LEN	2	12720.910	EA	25441.82
Net Total:					\$39621.82
Tax:					\$0.00
Freight:					\$0.00
Total:					\$39621.82

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

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

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

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

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



Notice of Intent to Award a Sole/Single Source Procurement

Subject: Neptune Water Meters and Parts
Date: May 8, 2024
Due Date: May 29, 2024
Single Source No: SS 2024-118

This is not a Request for Proposals as there is no solicitation available. The proposed action is for product or services for which the Englewood Water District intends to award with only one source in accordance with Florida State Statute 287.057(3)c. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

The Englewood Water District is providing notice of its intent through single source procurement to utilize Ferguson Waterworks as the sole authorized distributor in the state of Florida for the purchase of Neptune water meters and parts.

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

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



NEPTUNE
TECHNOLOGY GROUP

May 8, 2024

Ms. Bee Ling Wheaton
Englewood Water District
201 Selma Ave
Englewood, FL 34223

Dear Ms. Wheaton,

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

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

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

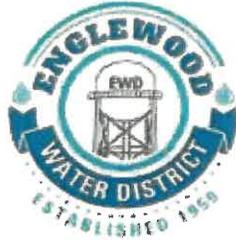
Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

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



Memo

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

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

Date: July 3, 2024

Re: Notice of Emergency Procurement/RO Electrical Switchgear Repair

As reported at the June 13, 2024 board meeting, a final report was expected from McKim & Creed detailing the repairs needed for the RO Electrical Switchgear. During that meeting, the board determined that the needed repairs would be done with an emergency memo and ratified at the July meeting.

Following the cleaning and testing during McKim & Creed's site visit on June 11, 2024 it was determined that due to damage and inoperability the existing transfer control needs to be replaced. McKim & Creed will employ the services of Schweitzer Engineering Laboratory to develop a new control system based on their 700G Generator Protection Relay, that will encompass all transfer systems controls. The repair quote in the amount of \$81,468.14 is for provision of engineered control system design, equipment procurement and installation services only and was received by staff on July 2, 2024.

The existing breakers still require repairs/replacement but will be addressed under a separate contract. Due to timing, this may not occur before the controls are ready and use of the existing breakers may be needed if they are functioning. The breaker functioning is still being determined by a separate vendor.

Funds for this repair have been transferred from the Lime Plant Treater No 1 Rehab and are adequate at this time. The Lime Plant Treater No 1 Rehab will be re-budgeted with the proposed FY25 Budget.

Thank you,



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



CONTRACTORS

SURVEYORS

PLANNERS

July 2, 2024

M&C
074330001

Mr. Keith Ledford
Englewood Water District
201 Selma Avenue
Englewood, FL 34223

RE: Englewood Water District RO Plant Electrical Switchgear Repair

Dear Mr. Ledford,

Per your request we are pleased to offer the following proposal to provide the engineered control system design, equipment procurement and installation services for the Englewood Water District RO Plant Electrical Switchgear Repair. If you have any questions, or require additional information, please feel free to give me a call.

A handwritten signature in cursive script, appearing to read "Aubrey Haudricourt".

Sincerely,
Aubrey Haudricourt, P.E.
Electrical Group Manager

Enclosures

cc: Proposal File

1365 Hamlet Avenue
Clearwater, FL 33765

727.442.7196.

Fax 727.461.3827

www.mckimcreed.com

**ENGLEWOOD WATER DISTRICT
REVERSE OSMOSIS PLANT ELECTRICAL SWITCHGEAR REPAIR
ADDITIONAL SCOPE OF SERVICES**

July 2, 2024

I. REVISED PROJECT UPDATE

Following up on switchgear investigation, cleaning and testing which was done during the site visit on 6/11/24, it was determined to replace the existing transfer controls due to damage and inoperability. McKim & Creed will employ the services of Schweitzer Engineering Laboratory (SEL) to develop a new control system based on their 700G Generator Protection Relay, that will encompass all transfer system controls. This will require a shutdown of power to the plant lasting no more that 8 hours. The District will coordinate with FPL to de-energize the main transformer power.

II. SCOPE OF SERVICES

1. Design

- a. Refer to the attached proposal from SEL outlining their design criteria and deliverables. McKim & Creed will be responsible for design review and installation coordination.
- b. Anticipated time to perform work will be a maximum of 4 days with one complete plant shutdown by Florida Power & Light (FPL) to be a maximum of 8 hours.
- c. Drawings will be produced prior to fabrication and installation for the District to review.

2. Assumptions:

- a. Permitting assumed not needed per original scope.
- b. Existing breakers are to be replaced under separate contract. Because of timing, this may not occur before controls are ready and use of existing breakers may be needed if they are functioning. The breaker functioning is being determined by a separate vendor.

III. STAFFING – Remains as original Scope of Services

IV. COMPENSATION

TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

Consultant shall perform tasks as more specifically detailed in SCOPE OF SERVICES, Section II. This work assignment shall remain in effect until the completion of the project. Out of scope items will be compensated on a Time and Materials basis that will be estimated and approved prior to execution.

Lump Sum amount to the Consultant for rendering all the identified services and products shall not exceed without prior authorization: (See Appendix – A for Quotation)

DESCRIPTION	TOTAL
Original Work Authorization dated 4/8/2024	\$31,080.00
1 st Additional Inspection and Testing Services (See previous scope 5/29/24)	\$28,360.00
2 nd Additional Services Scope for Control System (See Attached)	\$81,468.14
TOTAL FEES	\$140,908.14

V. SCHEDULE

This modified schedule is based on several tasks being performed concurrently assumes a 1-week review by the District for each submittal. The Work Assignment start date will be the date of the authorization of the Work Assignment by the District. This Work Assignment will remain in effect through the completion and acceptance of the project by the District.

Description	Completion Weeks
Design	4
Panel Construction	2
Panel Installation, Start up and Commissioning	1

OTHER CONSIDERATIONS

- Continued project work will be dependent on breaker functionality, with possible modifications to scope and fee to follow.



QUOTATION NUMBER: 035643.000.00 City of Englewood SEL-700GT Startup

Customer	SEL Engineering Services, Inc. (SEL ES)
Aubrey Haudricourt, Engineering Group Manager	07/01/2024
McKim & Creed	Jacob Crochunis
1365 Hamlet Avenue Clearwater, FL 33756	5807 Old Pasco Rd Wesley Chapel, FL 33544 USA
Office: +1.727.442.7196 Cell: +1.813.679.7948	Office: +1.727.232.3977 Cell: +1.813.647.3315
ahaudricourt@mckimcreed.com	jacob_crochunis@selinc.com

Sales Representative Contact Information	
Tim Venters Sales Engineer Power Connections Office: +1.561.909.7964 Email: tim@powerconnections.com	

Quote Details	
Description	McKim & Creed requested design, settings, and commissioning of an SEL-700G Generator Protection Relay for the Englewood WTP.
Scope of Work/ SEL ES Deliverables	<p>This quotation includes the following items:</p> <p>Design and Drafting Services SEL ES will develop protection and control design drawings (new or update existing):</p> <ul style="list-style-type: none"> • Protection one-line diagram • Panel layout/bill of materials drawing • Nameplate drawings • ac schematics • dc schematics • Wiring diagrams • Electrical cable schedule • Logic drawings <p>Protection – Commissioning Support Services & Factory Acceptance Testing</p> <ul style="list-style-type: none"> • SEL ES will provide up to four (4) days of onsite support by two (2) engineers/technicians at the Customer’s facility in Englewood, FL. Support will be provided and spread over one (1) remote mobilization. This includes the cost of travel and related expenses, and the use of the doble test set. • SEL ES will provide the installation and connections of new SEL equipment, PTs, and required equipment for connections from the terminal blocks to the relays. • SEL ES will also provide and/or complete the following: <ul style="list-style-type: none"> – As-left relay setting files – Field Service Report – Customer-specific required training for work at Customer facility

Confidentiality Notice: The information contained in this query is privileged and confidential information and is intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient or the person responsible for delivering the material to the intended recipient, you are hereby notified that any dissemination, disclosure, copying, or distribution of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by telephone and destroy this material accordingly.

Quote Details

Equipment Deliverables

- All components required for construction of new panel enclosure for the SEL-700GT

Documentation Deliverables

- An initial set of drawings for the customer to review, comment, and approve consisting of the following:
 - Drawing index or drawing transmittal sheet that includes drawing number, revision number, and description.
 - Protection one-line diagram
 - Panel layout/bill of materials drawing
 - Nameplate drawings
 - ac schematics
 - dc schematics
 - Wiring diagrams
 - Electrical cable schedule
 - Logic drawings
- A final set of the above drawings that have been approved by the customer
- Factory acceptance test plan
- As-left relay setting files
- Field Service Report
- Customer-specific required training for work at Customer facility

Deliverables to SEL ES

- Company standard drawing border template or use SEL standard
- Block of drawing numbers or use SEL standard
- Standard template for each drawing type including panel layout, schematic, wiring diagram, and cable schedule
- Determine how company handles drawing revisions/numbers/letters or use SEL standard
- Manufacturer equipment drawings including the following:
 - Transformers
 - Circuit breakers
 - Circuit switchers
 - PT or CCVTs
 - External CTs
 - ac/dc panel boards
 - Junction boxes
 - Switchgear electrical drawings
- Approved relay setting files
- Customer outage plan
- Primary equipment switching steps and lockout/tagout procedure with dates
- Customer example ICTR plans, if available
- Site-specific/Customer training requirements
- List of required personal protective equipment
- Site point of contact information and site address

This also includes project management/administration costs.

Quote Details	
Clarifications or Exceptions	<p>For safety reasons, SEL ES personnel will not plan to work more than 10 hours per day. Should job requirements dictate work hours in excess of 10 hours per day, SEL ES and the Customer must review the requirements and agree on an appropriate plan that addresses safety concerns and the reasonableness of the hardship that the excessive hours place on SEL ES personnel.</p> <ul style="list-style-type: none"> • The proposed SEL ES design engineering solution is based on the premise that the Customer will provide the AutoCAD versions of any required Customer drawings. • Drawings including panel layouts, BOMs, ac and dc schematics, wiring diagrams, and nameplate schedules will be provided by SEL ES. • For deliverable drawings, SEL ES has allowed for one (1) revision cycle based on Customer review; any additional revision cycles may result in an extra charge. • Commissioning schedule will be based on availability of staff at the time the outage dates are confirmed and locked in. Commissioning will not be scheduled on holidays, weekends, or outside standard dayshift work hours. • Unless otherwise stated above, the SEL ES commissioning scope of work considers testing of SEL equipment only. • Testing of relay settings is not included in this quote. • If onsite commissioning support is provided as part of this proposal, SEL ES engineers will work under the direction of the Customer's engineer and will assist with technical issues that arise during commissioning. • The Customer shall provide a senior electrician, or otherwise qualified person, to assist with commissioning activities on site. This would include: <ul style="list-style-type: none"> – Assistance with point-to-point testing to verify correctness of wiring – Assistance with wiring corrections if any errors are encountered • FAT and SAT are conducted only after the approved FAT and SAT procedures are signed by the Customer. • The Customer will perform all lock-out tag-out (LOTO) switching, grounding operations, and create all required switching orders and LOTO work permits.
Price (USD)	\$81,468.14
Delivery	Coordinated upon receipt of Purchase Order.

To accept this quote and attached terms, please sign, date, and return this quote. All purchase orders shall be issued to SEL Engineering Services, Inc.	
_____	_____
Customer Signature	SEL ES Signature
_____	_____
Customer Name (Printed)	SEL ES Name (Printed)
_____	_____
Title	Title
_____	_____
Date	Date

Contract Information (to be completed by Customer)	
Customer PO/Ref#:	Contract Amount:
Ship To Address:	
Bill To Address:	

Commercial Details		
Contract Conditions	This quote is subject to SEL ES Terms and Conditions (attached).	
Payment Terms	Net 30 Days	
Payment Schedule	Milestone Activity	Price (USD)
	Equipment	
	Equipment Ordered	\$7,147.63
	Equipment Shipped	\$7,147.63
	Services	
	Receipt of PO	\$16,293.63
	Design complete	\$30,527.55
	Commissioning complete	\$20,351.70
	Total Price	\$81,468.14
Validity	This quotation is valid for 60 days. SEL ES reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.	
Goods and Services Tax	All quoted prices are exclusive of any sales, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.	

**SEL ENGINEERING SERVICES, INC.
TERMS AND CONDITIONS**

1. Applicable Terms and Conditions. These terms and conditions ("Terms") and the SEL Proposal constitute the entire agreement between Customer and SEL Engineering Services, Inc. ("SEL") with respect to the Project. "Project" means the project described in the attached Proposal. These Terms supersede any prior or contemporaneous, verbal or written, agreements, negotiations, commitments, representations, or correspondence between the parties, including any terms and conditions on any purchase order form. All sales are expressly limited to these Terms and are conditional on Customer's assent to these Terms. SEL hereby expressly rejects any representation, express or implied warranty, course of performance or dealing, trade usage or any different or additional terms and conditions not set forth herein unless expressly agreed to in writing and signed by an authorized officer of SEL. Any Schweitzer Engineering Laboratories, Inc. ("SEL, Inc.") products purchased in conjunction with the Project shall be subject to the then-current SEL, Inc. product sales terms, which are available at SEL's website at www.selinc.com/termsandconditions/unitedstates and incorporated herein by reference. Training provided by SEL University is governed by the SEL University Terms and Conditions posted on SEL's website at www.selinc.com/termsandconditions/seluniversity/.

2. SEL Responsibilities. SEL shall furnish the necessary engineers and technicians to provide the engineering services set forth in the Scope of Services. The professional obligations of SEL's design professionals shall be undertaken and performed in the interest and on behalf of SEL in accordance with applicable laws and regulations governing such design professionals and generally accepted engineering practices prevailing in the jurisdiction where the Project is located. Nothing contained in these Terms shall create any professional obligation or contractual relationship between the individual professionals and Customer. SEL shall assist Customer in obtaining any necessary approvals of professionally-sealed drawings, and shall assist Customer in obtaining necessary approvals from governmental authorities having jurisdiction over the Project.

3. Customer Responsibilities. Customer shall provide SEL with full information regarding the requirements for the Project, and SEL shall be entitled to rely on such information. Any tests, data of any kind or reports of Customer's other consultants or independent contractors shall be furnished with reasonable promptness and SEL shall be entitled to rely upon their sufficiency, accuracy, and completeness without further inquiry. Customer shall provide all information requested by SEL relating to the Project expeditiously and shall render decisions pertaining thereto in order to avoid delay in the orderly progress of the design and construction of the Project. Failure to comply with this requirement may result in additional costs and delays, which shall be Customer's sole responsibility. Customer will ensure that SEL's personnel or representatives are provided a safe and secure work environment at all times while they are on site to enable work to be carried out. SEL may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the site, suspend performance, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.

4. Changes and Delays. Changes in scope or modification of Services will result in the contract amount and schedule being equitably adjusted. SEL is not obligated to proceed with any change until both parties agree upon such change in writing. SEL shall be entitled to an equitable adjustment in the price and schedule in the event of any changes in the law or engineering standards impacting SEL's obligations or performance under this Agreement. Any order delayed at Customer's request shall be subject to the prices and Terms in effect at the time of release of such delay. Any such order delayed beyond a reasonable period (as determined in SEL's sole discretion) shall be treated as a Customer termination, and Customer shall be responsible for payment of all outstanding invoices, any actual costs incurred up to the date of termination and a 20% cancellation fee on the remaining unbilled balance. When Products are ready for shipment and shipment cannot be made due to Customer's request, SEL shall submit an invoice for such Products payable upon receipt thereof and shall store such Products on Customer's behalf. In such event, risk of loss shall pass to Customer upon moving such Products to storage, and all expenses incurred by SEL in connection with such storage, including without limitation demurrage, cost of preparation for storage, storage charges, insurance (if SEL chooses, at its sole discretion, to purchase such insurance) and handling charges, shall be payable by Customer upon submission of invoices by SEL.

5. Prices, Taxes and Payment Terms. Customer must meet the then-current SEL credit requirements to purchase on credit. Customer shall pay SEL in accordance with the agreed upon Proposal. Payments terms are net thirty (30) days from date of invoice if credit is approved. All invoices shall be deemed accurate unless Customer advises SEL in writing of an error within 10 days following receipt. If Customer advises SEL of an error, (i) any amounts corrected by SEL shall be paid within 14 days of correction or within 30 days of the original invoice date, whichever is later, and (ii) all other amounts shall be paid by Customer by the original due date. If Customer requires SEL to use a specific system or tool to process regular business transactions (e.g. invoices, shipment notifications, purchase orders), SEL may charge Customer for any transaction, setup or subscription fees charged to use the system or tool. SEL may suspend work or cancel any outstanding order if Customer fails to make a payment when due and until such payment is made and may impose a late charge of 1.5% per month or the highest applicable rate allowed by law on all amounts not paid when due. SEL shall not be liable for any liquidated damages if SEL suspends work due to the Customer's late payment or credit issues. If an order is cancelled because of credit issues or late payments, SEL shall be entitled to receive payment of all outstanding invoices, any actual costs incurred to date, and a 20% cancellation fee on the remaining unbilled balance ("Cancellation Charges"). Prices are exclusive of any taxes. If Customer claims a tax or other exemption or direct payment permit, Customer will provide a valid exemption certificate or permit prior to invoicing and will indemnify, defend and hold SEL harmless from any taxes, costs and penalties arising from the same. If Buyer does not provide a valid exemption certification or permit prior to invoicing, Buyer shall be responsible for paying or seeking reimbursement for the taxes invoiced. Any payment made by Customer may be applied to amounts due before being applied to current orders, at SEL's sole discretion. Notwithstanding the foregoing, Customer's failure to pay amounts due shall be deemed a material breach of these Terms, and any acceptance by SEL of late payments shall not be deemed a waiver of such breach. To the extent allowed by law, SEL shall be entitled to recover all costs incurred in collecting amounts due from Customer, including without limitation legal fees and other costs (including without limitation disbursements).

6. Intellectual Property. SEL retains all its intellectual property rights. All documents, designs, drawings, plans, specifications, and other work product (collectively "Work Product") prepared by SEL in performing the Project shall not be deemed "works made for hire" for Customer. To the extent that any such Work Product prepared by SEL while performing the Project is integrated into the Project, SEL hereby grants Customer a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, limited license to use, copy and modify such Work Product for internal business purposes only. SEL's Work Product and/or designs for other projects shall not be used for any purpose except the applicable Project without first obtaining SEL's written consent. Customer agrees to indemnify, defend and hold harmless SEL and all related parties from and against any unauthorized use or reuse of Work Product furnished by SEL, and any changes made by Customer or others relating to design documents produced by SEL.

7. Use of Confidential Information. In the performance of the Project and/or these Terms, a party may receive documents, materials, data and other confidential information of the other party or its affiliates. The receiving party shall use confidential information solely in performance of the Project and any resulting business transaction between the parties. The receiving party shall use at least the same degree of care (and, in any event, not less than a reasonable degree of care) in protecting the disclosing party's confidential information as it exercises in protecting its own similar confidential information. Confidential information shall be subject to these Terms for three (3) years following receipt of such confidential information. Confidentiality obligations shall survive the termination of these Terms.

8. Warranties and Limitation of Liability. SEL shall perform the Project in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEL shall reperform (or, at SEL's option, pay a third party to reperform) any defective services at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, VERBAL, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE). In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict

liability or otherwise, shall SEL liability to Customer or its insurers for any (i) loss or damage exceed the contract price or (ii) if Customer places multiple order(s) under the contract, the price of each particular order for all claims arising from or related to that order, and any liability shall terminate at a reasonable time, not to exceed one (1) year, after provision of services. No claim, regardless of form, arising from these Terms may be brought more than one (1) year from the date such claim accrues. Claims against SEL are hereby agreed to have accrued not later than the completion of the Project, notwithstanding any laws to the contrary. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL be liable for any special, incidental, consequential or punitive damages, including without limitation any loss of profit or revenues, loss of use of associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of Customer's customers for such damages. Customer shall indemnify, defend and hold harmless SEL and all related parties from and against any claims, demands, causes of action, losses, costs and expenses, including without limitation legal fees and other costs, arising directly or indirectly from, as a result of or in connection with the acts or omissions of Customer, its officers, employees, agents or representatives, relating to the Project and/or these Terms, including without limitation any defect or failure or alleged defect or failure in or of any Customer product or operation. Remedies are limited to those set forth in these Terms.

9. Termination. Customer may terminate these Terms upon ten (10) business days written notice to SEL in the event the Project is abandoned or otherwise terminated prior to completion. If such termination occurs, Customer shall pay SEL for Cancellation Charges. Customer may terminate the Project if SEL defaults or persistently fails or neglects to perform services in accordance with these Terms. However, such termination is permitted only if Customer provides written notice setting forth the default and SEL fails to begin to correct the default within ten (10) business days after receipt of such notice.

10. Dispute Resolution. The laws of the State of Washington, United States of America, excluding conflict of laws principles, shall govern these Terms. Any controversy or claim arising out of or relating to these Terms or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the Procedures for Large, Complex Commercial Disputes under the Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Seattle, Washington, United States or another location agreed upon by the parties. The language of the arbitration shall be English. The prevailing party to any dispute shall be entitled to recover legal fees and other costs (including without limitation disbursements, collection costs and the allocated cost of in-house counsel).

11. Insurance. SEL shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of SEL in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Upon request, SEL will provide a certificate of insurance reflecting such coverage.

12. Export. Customer acknowledges that all commodities, software, or technology (collectively "Items") provided by SEL are subject to US export jurisdiction and agrees to comply with all applicable import and export laws, rules, and regulations regarding the transfer of any such Items, including but not limited to, the US Export Administration Regulations 15 C.F.R. Parts 730-774. Customer shall obtain prior authorization from the U.S. Department of Commerce or any other applicable government entities prior to the export, re-export, transfer, diversion, or disclosure any Items provided hereunder, or any direct product thereof, to any destination, end-use or end-user which is restricted or prohibited by US or other applicable laws. Customer also agrees to comply with US anti-boycott laws and regulations when exporting Items.

13. Miscellaneous. Any notice pursuant to these Terms shall be deemed given when sent by registered mail, certified mail (return receipt requested), or overnight delivery to an authorized officer at the address listed on the SEL sales order acknowledgment or, if no such address is provided, at the registered headquarters of the other party, or when faxed to 1-509-336-7920 or emailed to legal@selinc.com (receipt confirmed). All rights and duties hereunder shall be for the sole and exclusive benefit of Customer and SEL and not for the benefit of any other party. The assignment or transfer by Customer of any rights or duties hereunder without prior written consent of an authorized officer of SEL shall not relieve Customer of any obligations to SEL. SEL may perform its obligations hereunder personally or through one or more of its affiliates, although SEL shall nonetheless be solely responsible for the performance of its affiliates. SEL may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign accounts receivable to any party without Customer's consent. Customer agrees to execute any documents necessary to complete Seller's assignment or novation. SEL may subcontract portions of the work so long as SEL remains responsible for the work. Customer shall notify SEL immediately upon any change in ownership of more than fifty percent (50%) of Customer's voting rights or of any controlling interest in Customer. No failure or delay by either party in exercising any right or remedy, or insisting upon strict compliance by the other party with any obligation in these Terms, shall constitute a waiver of any right thereafter to demand exact compliance with these Terms. The invalidity, in whole or in part, of any provision in these Terms shall not affect the remainder of such provision or any other provision and, where possible, shall be replaced by a valid provision that effects as close as possible the intent of the invalid provision. No party shall be liable for failure to perform or delay in performance of any obligation under these Terms (except payments of amounts already due and owing) where such failure or delay results from any events beyond its reasonable control.

BOARD AGENDA ITEM SUMMARY

6a

MEETING DATE: July 11, 2024

SUBJECT: 7121 Pinebay Blvd – Reinstallation of Meter

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Lisa Hawkins**

DEPARTMENT: **Finance**

ITEM: **7121 Pinebay Boulevard Reinstallation of Meter**

PURPOSE / JUSTIFICATION: Mr. & Mrs. Truax had their meter removed September 5th, 2017, from the parcel at 7121 Pinebay Blvd. They are now in the process of selling the parcel and the potential buyer had requested from us the cost to install a meter at the parcel. There is a credit to Capital Capacity Charges at the parcel of \$1,732 and the potential buyer was provided the current cost of \$14,401 minus the credit at the parcel.

The Truax's believe the form they signed was not sufficiently clear and they would have made a different decision if they realized the costs to reinstall the meter. The form says, "I understand that upon owner of the properties request to have service reinstalled, additional fees will be due. Currently the account reactivation charge is \$500."

The Truax's would like to have the meter reinstalled for either:

1. The \$500 account reactivation charge or
2. Repaying what they would have paid in base charges from September 2017 through today; approximately \$3,766.90.

MOTION:

Prepared By: **Teresa Herzog**

Date: **June 26, 2024**

Approvals:

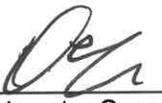


Interim Administrator



Finance

Water Operations



Wastewater Operations

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

ATTACHMENTS: **Meter Removal Form dated September 1, 2017**



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

BOARD OF SUPERVISORS
Steve Samuels, Chair
Sydney B. Crampton, Vice Chair

Rob Stern Taylor Meals Phyllis Wright
Roger K. Quick, Administrator

Date: 9/1/17

Application #: _____

Location ID #: 126915 16/36

Property Address: 7121 Pine Bay Blvd

Parcel ID # 412008104006

I NEIL TRUXX owner of above said property, wish to have the water meter removed and if applicable the sewer service capped.

1. I understand that I have Capital Capacity credit for
Water @ 1 ERC
Sewer @ 1 ERC
(Equivalent Residential Connection)

The water meter and sewer cap will be processed within 48 hours. A Final Bill for service will be processed. Account will be considered closed when all outstanding rates, fees and charges are paid in full.

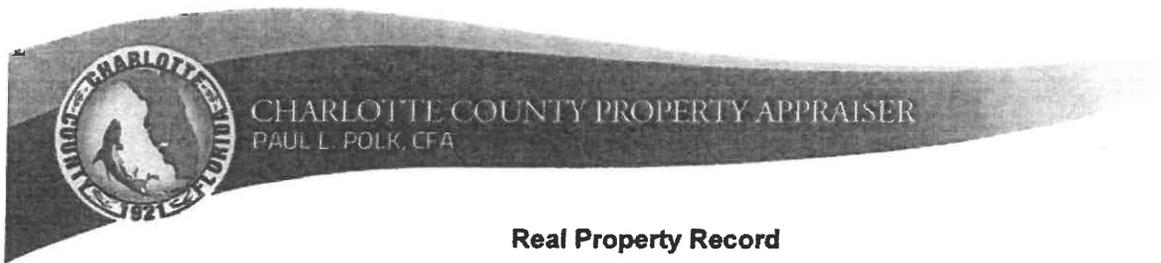
I understand that upon owner of the properties request to have service reinstalled, additional fees will be due. Currently the account reactivation charge is \$500.00.

Owner Signature: [Signature]

Final Bill Address: 7113 Pine Bay Blvd
Englewood, FL 34224

Telephone Number: 941-875-3380

Received By: Kathy Lee Dean Date: 9/1/17



Real Property Record

Show 2017 Show 2016 Show 2015 Show 2014 Show 2013

If a discrepancy is discovered in your property's records, or those of another, please bring it to our attention immediately.

General Parcel Information for 412008104006 for the 2017 Tax Roll

Parcel ID:	412008104006	Property Address:	7121 PINEBAY BLVD
Old Parcel ID Number:	00909490600107	Property Zip Code:	34224
Business Name:		Section-Township-Range:	08-41-20
Map Number:	2B08N	Zoning Code:	PD
Current Use:	VACANT RESIDENTIAL	Roads:	PAVED
Future Land Use (Comp. Plan):	MEDIUM DENSITY RESIDENTIAL	Taxing District:	001
Utilities: This data is no longer available. Please contact your utilities provider.		Market Area/Neighborhood/Subneighborhood:	02/11/00
Waterfront:	YES	SOH Base Year:	

FEMA Flood Zone (Effective 5/5/2003)

Firm Panel	Floodway	SFHA	Flood Zone	FIPS	COBRA	Community	Base Flood Elevation (ft.)	Letter of Map Revision (LOMR)
0187F	OUT	IN	13AE	12015C	COBRA OUT	120081	13	

*If parcel has more than 1 flood zone, refer to the flood maps available on the GIS web site by clicking on View Map below. Click here for definitions.
For more information, please contact Building Construction Services at 641-743-1201.

Ownership Information

TRUAX NEIL M & MARY ANN
7113 PINE BAY BLVD
ENGLEWOOD, FL 34224

Ownership current through: 8/21/2017

Sales Information

Date	Book/Page	Sales Codes	Qualification/ Disqualification Code	Selling Price
12/1/1987	953/1027	IMPROVED		\$63,700
11/1/1989	1073/1407	VACANT		\$380,000
7/1/2000	1809/252	IMPROVED		\$44,000

Click on the book/page to view transaction document images on the Clerk of the Circuit Court's web site.
Click on Qualification/Disqualification Code for description of code. Codes are not available prior to 2003.

Preliminary 2017 Value Summary

	Land	Land Improvements	Building	Damage	Total
Cost Approach					N/A
Income Approach					N/A
Market Approach	\$114,000				\$114,000
Classified Value					N/A

2017 Preliminary Tax Roll Values, as of January 1, 2017

*Preliminary values within this box are NOT certified (final) values. Consequently, they can change periodically as records are updated. Notices of Proposed Property Taxes (TRIM Notice) are typically mailed mid-August and final values certified mid-October.

	Non-School	School
Certified Just Value (Just Value reflects 183.011 adjustment):	\$96,900	\$96,900
Certified Assessed Value:	\$71,671	\$96,900
Certified Exemptions:		
Certified Taxable Value:	\$71,671	\$96,900

Duplicate Notice of Proposed Property Taxes

Tax Information

Land Information

Line	Description	Land Use	Zoning	Unit Type	Unit Rate	Units	Depth	Table/ Factor	Acres
1	PBS 000 0001 0002	0000	PD	LOT	\$114,000.00	1	0		0

Land Value may be adjusted due to scrub jay habitat. To determine if this parcel is within scrub jay habitat click here.

Customer ID	253960 TRUAX, NEIL/MARY ANN	Location ID	126915 7121 PINEBAY BLVD	Cycle/Route	16 38
Amount Due	.00	Actual Amount Due	.00		
Pending	.00	Budget Deferred	.00		
Initiation Date	03/16/2001	Termination Date	09/05/2017		
Customer/Location Status	F				

Switch View



Option	Trans	Type	Transaction Date	Description	Transaction Amount	Reference Date	Running Balance	Due Date	Bill Comment
	LB	PMT	10/10/2017	ENGLSLP 10101799	55.26		.00		
	FB	BILL	09/15/2017	FINAL BILL	25.26	09/19/2017	55.26	10/10/2017	
	MI	ADD	09/15/2017	METER REMOVAL	30.00		30.00		
	LB	PMT	09/13/2017	ENGLSLP 09131799	39.87		.00		
	BL	BILL	08/18/2017	CYCLE BILL	39.87	08/22/2017	39.87	09/11/2017	
	LB	PMT	08/09/2017	ENGLSLP 08091799	39.87		.00		
	BL	BILL	07/20/2017	CYCLE BILL	39.87	07/21/2017	39.87	08/10/2017	
	LB	PMT	07/11/2017	ENGLSLP 07111799	39.87		.00		
	BL	BILL	06/20/2017	CYCLE BILL	39.87	06/21/2017	39.87	07/11/2017	
	LB	PMT	06/13/2017	ENGLSLP 06121799	39.87		.00		
	BL	BILL	05/19/2017	CYCLE BILL	39.87	05/23/2017	39.87	06/12/2017	
	LB	PMT	05/09/2017	ENGLLJK 05091798	39.87		.00		

Location ID 126915

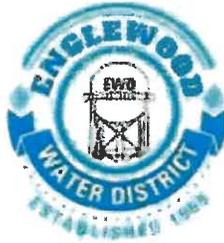
Location Address 7121 PINEBAY BLVD

Parcel Information 412008 .POB.WC .EW.

Primary Related Party

COUNTY TAX NUMBER 412008104006

Description	R/O	Subcode	R/O	Number	R/O	Text	R/O
APPLICATION NUMBER:	N		N		O	12933	N
APPLICATION DATE:	N		N		O	11/12/89	N
PID/OLD PID #:	N		N		O	00909490600107	N
BACKFLOW DEVICE:	N		N		O		N
BACKFLOW TESTER/DATE:	N		N		O		O
NEXT TEST DATE:	N		N		O		N
SECTION/PHASE:	N		N		O	000	N
BLOCK:	N		N		O	0001	N
LOT NUMBER:	N		N		O	0002	N
COUNTY MAP #:	N		N		O	208N	N
CAPITAL WATER:	N		N		O	1732.00	O
SEWER APPLICATION DA:	N		N		O		N
SU&S/CAPITAL:	N		N		O		N
COLLECTION - V AREA:	N		N		O		N
PLUMBER CHARGES:	N		N		O		N
MISC FEES:	N		N		O		N
SEWER TAP DATE:	N		N		N		O
PUMP TICKET INFO:	N		N		O		O



**EMPLOYMENT AGREEMENT FOR
ADMINISTRATOR OF ENGLEWOOD WATER DISTRICT (EWD)**

This agreement is made between the Board of Supervisors of EWD, 201 Selma Avenue, Englewood, Florida 34223, hereinafter called "Employer," "EWD," or "District", and Michael Collard, hereinafter called "Administrator".

RECITALS

WHEREAS, the EWD is an independent Special District of the State of Florida created pursuant to Special Laws of Florida, Chapter 96-499, as amended, and;

WHEREAS, the District and Administrator wish to enter into this Employment Agreement in accordance with the Administrative Policies and Procedures as adopted by the District and amended from time to time, and;

WHEREAS, Administrator is willing to be employed by District as Administrator of EWD, and District is willing to employ Administrator on the terms, covenants, and conditions hereinafter set forth, and;

WHEREAS, Administrator agrees to serve, and to perform those duties, at such times, places and in such manner as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1

AT-WILL EMPLOYMENT

1. **At-Will Employment Status.** The administrator shall be employed in an at-will capacity. Administrator shall not be covered by EWD's progressive discipline policy. The benefits as set forth in the Personnel Policies are applicable to Administrator except as set forth herein.
2. **Place of Employment.** The Administrator shall perform his duties at the Employer's principal place of business, 201 Selma Avenue, Englewood, Florida 34223 and elsewhere within the district, and the State of Florida, as necessary.
3. **Emergency Contact.** In no event shall the Administrator leave the EWD for a period of more than forty-eight (48) hours without providing a telephone number or other manner of contact to the Administrative Secretary or the Chairman of the Board of Supervisors.

ARTICLE 2
COMPENSATION

1. **Compensation or Salary.** The administrator's initial rate of pay shall be the gross amount of \$145,000.00 annually, payable in the same manner as other general employees are paid through the normal payroll system. This amount may be amended or modified by EWD at any time at its sole discretion, and it is understood that employment is at-will and thus this is not a contract for guaranteed payment of one-year's salary. There is no guarantee of payment for any work other than work actually performed (except as set forth in Article 5.) At or before the time the Administrator has been employed for six (6) months, the district will evaluate the Administrator's performance and may change the Administrator's annual salary to an amount deemed appropriate to the district.

2. **Expense reimbursement.** Reasonable expenses which may be incurred by the Administrator in the course and scope of his employment shall be reimbursed by the district. Mileage incurred by the Administrator in performing duties required under this Agreement shall be reimbursed at the rate authorized by the State of Florida. Approval of the District is required for all expense reimbursements exceeding One Thousand Dollars (\$1,000.00).

3. **Annual Performance Evaluations.** The Chairman of the Board of Supervisors, with input from the other members of the Board, shall evaluate the Administrator on an annual basis with respect to all aspects of the Administrator's performance, including setting goals for the next year. The input of each member of the Board, including the Chairman, shall be given equal weight in the evaluation. The Administrator's salary shall be reviewed in accordance with such evaluation, and it shall be the duty of the Chairman to recommend to the Board any adjustment in the Administrator's salary. Such a recommendation shall then be voted upon by the entire Board. The effective date of any adjustment in the Administrator's salary shall be the next full pay period following the vote.

ARTICLE 3
DUTIES

The Administrator shall perform the duties as specified or directed by the district. The Administrator shall direct his time, ability, experience, attention, and energies to the business of the EWD, acting at all times faithfully, industriously, and to the best of his ability. The duties of the Administrator, as the Administrative Head of the District, shall include, but not be limited to:

1. In the absence of the Finance Director, assume his/her duties and responsibilities.
2. Manage Technical Services, Finance, Operations, Human Resources and Administrative Assistant.
3. Interpret and implement the policies, rules, regulations, and procedures established by resolutions and directives of the Board. He shall be responsible to and receive authority from the Board in the performance of duties. The Administrator shall attend all Board and committee meetings unless an absence is authorized by the Chair.

4. Administer, direct, control, organize, plan and program all activities and functions of the district, while maintaining fiscal responsibility.
5. Develop and maintain an effective and harmonious organization for conducting the affairs of the district and serve as Personnel Officer of the District with authority to hire, fire, promote, transfer and reassign personnel to meet the operating needs of the District, including changes in pay of District employees within the range approved by the Board for that job classification.
6. Make recommendations regarding engineering or consulting services.
7. Make recommendations to committees on actions necessary to fulfill duties.
8. Be authorized or delegate authority to execute and submit all permit applications for projects authorized by the Board, and to sign or have signed on behalf of the district, statements of water and wastewater availability and statements on plant capacity.
9. Be authorized to be the primary signatory of District issued checks.
10. Be authorized to approve change orders in construction projects, provided that the aggregate of such changes do not exceed ten percent (10%) of the total project and report to the Board the basis of and reasons for any change order where he has acted.
11. Annually present an organizational chart for all employees of the District to the Board for approval.
12. Be authorized to sign operational contracts and/or agreements of a continuing nature when they come up for renewal and are provided for within the Board approved budget, be authorized to make progress payments on contracts within budget and advise the Board at regular Board meetings of any significant events.
13. Be authorized to approve capital project progress payments on contracts and/or agreements which have been approved and awarded by the Board.
14. Cooperate with committees in fulfilling their responsibilities.

ARTICLE 4

OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST

1. **Outside Employment.** The Administrator's position is a full-time position and shall be his primary employment. As such, the Administrator may not obtain any form of secondary or outside employment (including self-employment) without first making a formal written request to the Board of Supervisors. The Board of Supervisors may, in its sole discretion and for some reason, prohibit the Administrator from holding an outside job.
If the Board of Supervisors determine the Administrator will effectively meet the performance standards for the job, and if the outside employment does not pose either a real or apparent conflict of interest with the Administrator's work at the EWD, the Board may decide to permit the outside employment. If approval for outside employment is given, such approval may be rescinded by providing five (5) business day's written notice to the Administrator that such outside employment must cease. Such outside employment must not interfere in any way with the Administrator's ability to perform his duties at EWD.

2. **Conflict of Interest.** The Administrator shall disclose to the district any activities in which he may be involved which may have the potential of becoming or may be deemed by the district to be a conflict of interest. In the event the district determines a conflict of interest exists, the activity creating the conflict of interest must immediately cease.
3. **Gifts and Gratuities.** The Administrator or any member of his family may not accept any gift or gratuity from any vendor or other person or entity with which the district is currently or may in the future do business, if such gift or gratuity has a value in excess of one hundred dollars (\$100), without first obtaining the consent of the Board of Supervisors.

ARTICLE 5 **COMPENSATION UPON TERMINATION**

Although Administrator's employment is at-will, any termination action by the Employer shall be approved by an affirmative vote of three (3) members of the Board of Supervisors present at any Regular or Special Meetings at which such termination action is proposed. Compensation to Administrator upon termination shall be as follows:

1. **Death of Administrator.** In the event of death of the Administrator, his employment shall terminate immediately, and the district shall pay to the Estate of the Administrator the Administrator's compensation which would otherwise be payable to the Administrator up to the end of the month in which the death occurs. The district shall have no further financial obligation to the Administrator or the Administrator's Estate.
2. **Termination without Cause/Severance Pay**
 - a) **By the District.** In the event EWD terminates Administrator's employment for any reason other than for cause or by death, EWD shall pay Administrator all accrued wages through the effective date of separation, as well as severance payments to be received as a continuance of bi-weekly payments for sixteen (16) weeks at Administrator's then-current rate of pay, starting on the effective date of separation of employment. As a condition precedent to receiving the severance payment, the Administrator shall be required to execute a general release of all claims against the district and its employees and officials.
 - b) **By the Administrator.** The Administrator may terminate his employment under this agreement for any reason at any time. He shall be entitled to all accrued wages through the effective date of separation but shall not be entitled to any severance payment. If the Administrator fails to provide EWD with at least ninety (90) days' notice of the resignation, Administrator will be deemed ineligible for re-hire, unless otherwise agreed by Administrator and EWD. The district may, in its discretion, waive all or any portion of the ninety (90) day Notice Period. If the District exercises this right to waiver, the Administrator shall be placed on paid administrative leave through ninety (90) days, after which no additional salary or severance shall be due.

3. **Termination for Cause.** If EWD terminates Administrator's employment for cause as hereafter defined, including, but not limited to, termination for misconduct as defined in Florida Statutes, Section 443.036(30) or its successor, Administrator shall be entitled to all accrued wages through the effective date of separation, but shall not be entitled to any severance payment under this Agreement. Cause is defined as the occurrence of one or more of the following events:
- a) The Administrator commits fraud, dishonesty or other acts of conduct or misconduct detrimental to the district.
 - b) The Administrator is arrested or indicted for a crime which is a felony or a crime of moral turpitude.
 - c) The Administrator fails or refuses to faithfully or diligently perform provisions of this Agreement or the usual and customary duties of employment after written notice and reasonable opportunity to cure the stated default.
 - d) The Employer is unable to obtain fidelity bond/liability insurance coverage for the Administrator in an amount deemed appropriate by the district.
 - e) The Administrator fails or refuses to comply with the policies, standards, and regulations of the district.
4. **Duties upon Termination.** The Administrator shall return all property belonging to the district. In addition, the Administrator shall assist the district in the smooth transition following the termination of this Agreement by either party.

ARTICLE 6
BENEFITS

- 1) **Insurance.** Employers shall make available to the Administrator medical, dental, vision, disability and life insurance equal to the benefits provided to employees of the district subject to the laws of the State of Florida.
- 2) **Workers' Compensation.** The district shall provide workers' compensation insurance to the Administrator in accordance with the laws of the State of Florida.
- 3) **Florida Retirement System (FRS) and 401K.** The Administrator shall participate in the FRS in accordance with the rules of that plan.
- 4) **Annual Leave.** The Administrator shall be granted, accrue, and utilize Leave in accordance with the policies of the district for all other employees, except as set forth in this Article 6, Section 4, namely:

- a. The administrator shall be granted 240 hours of accrued annual leave effective immediately upon the first day of employment, and he shall initially accrue 6.16 hours of leave per pay period.
 - b. Upon the completion of six months of employment, the Administrator shall be permitted to sell back to EWD up to 150 hours of annual leave. This right may be exercised not more than once per every successive six-month period of employment. The valuation of the "hour" for payment of the annual leave shall be at the Administrator's then-current rate of pay, calculated as his weekly salary divided by 40.
 - c. Annual Leave of more than five (5) consecutive business days shall require the prior approval of the Chairman of the Board of Supervisors. If the Chairman does not approve the Annual Leave the issue may be brought to the full board. Approval may be withheld if, in the opinion of the Board of Supervisors, the Administrator's presence is deemed necessary for the smooth functioning of the district's operation during the days requested.
 - d. If this agreement is terminated by the District or the Administrator, the Administrator shall receive payment for any unused Annual Leave in accordance with the policies of the district for all other employees.
- 5) **Vehicle, iPad and Cell Phone.** The district shall provide the Administrator with a vehicle, iPad and cell phone.

ARTICLE 7
INDEMNIFICATION

The district shall indemnify, hold harmless and defend the Administrator from any and all claims, other than a specified below, arising out of or directly within the scope of the Administrator's appropriate, authorized performance of his duties as directed by the Board of Supervisors of the District. In such a case, the Board of Supervisors may select an attorney and shall pay the legal expenses and costs of defending the Administrator. Notwithstanding this paragraph, the district shall not indemnify, hold harmless or defend the Administrator for any intentional wrongful acts, for any alleged crimes, or for any action the Administrator may bring against the district.

ARTICLE 8
AGENCY

Except as described under Article 3 above, notwithstanding anything herein contained to the contrary, the Administrator shall not have the right to make any contracts or commitments for or on behalf of the district without first obtaining the consent and written approval of the Board of Supervisors of the District.

ARTICLE 9
PRESERVATION OF RECORDS

All official records, tapes, letters, correspondence, or other tangible records or documentation of any nature made, used or received by the Administrator during the course of his employment hereunder

shall be the sole property of the district without express authority of the Board of Supervisors of the District.

ARTICLE 10
CONTINUING EDUCATION

The Administrator shall be required to participate in no less than eight (8) hours per year of continuing education, related to the job as Administrator of the District. Such continuing education shall be at the expense of the district. The Administrator shall advise the board in writing of the course(s) or seminar(s) he wishes to take and shall receive the prior written approval of the Board of Supervisors for such course(s) or seminar(s).

ARTICLE 11
FIDELITY BOND

The Administrator shall provide all information and take necessary action to enable the district to obtain a fidelity bond or coverage for employee dishonesty in an amount deemed sufficient by the Board of Supervisors and a surety acceptable to the Board of Supervisors. All premiums shall be paid by the district. Failure by the Administrator to qualify for or continue to qualify for such coverage shall result in the Administrator's termination for cause.

ARTICLE 12
MISCELLANEOUS

- 1) **Choice of Law and Venue** This Agreement shall be governed and interpreted under the Laws of the State of Florida. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be brought solely in the state or federal courts having jurisdiction in Sarasota County, Florida.
- 2) **Notices** Any notice required or permitted to be given this Agreement shall be sufficient if in writing and delivered personally to the Administrator at the office of the district, or if sent by certified mail to the Administrator's residence. Notice to the District shall be sent by the Administrator by certified mail to the district's address stated above. The effective date of such notice shall be the date of actual receipt or five (5) business days after mailing if the addressee does not accept the certified mail.
- 3) **Waiver.** The failure of either party to demand strict enforcement of any of the terms of this Agreement shall not be deemed a waiver of the right to enforce any or all of the provisions of this Agreement.
- 4) **Knowledge of Contents of Agreement** In signing this Agreement the parties acknowledge they have read the Agreement in its entirety and understand the provisions contained herein.
- 5) **Right to Counsel.** The Administrator acknowledges that he has been informed that he is entitled to receive legal counsel and advice regarding this Agreement.

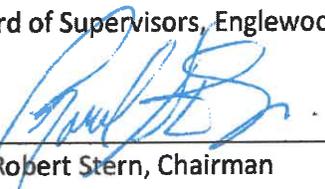
- 6) **Effective Date.** This Agreement will be effective as of the date is it fully executed by both parties.
- 7) **Entire Agreement/Modification/Severability.** This writing contains the entire Agreement of the parties, shall supersede all prior understandings or Agreements, whether oral or written, between the parties, and any modification must be made in writing and signed by both parties. If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions held to be illegal or invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement in Englewood, Sarasota County, Florida, effective on the last day and Year written below.

EMPLOYER

ADMINISTRATOR

Board of Supervisors, Englewood Water District

By: 

Robert Stern, Chairman

By: 

Michael Collard

Date: JUNE 20, 2024

Date: June 20, 2024

BOARD AGENDA ITEM SUMMARY 7c

MEETING DATE: July 11, 2024

SUBJECT: Ratification of the Notice of Emergency Procurement/ WRF Project Change Order

CATEGORY: Consent Discussion Action

CONTACT PERSON: **Dave Larson**

DEPT: **Wastewater Operations Manager**

ITEM: **Ratification of the Notice of Emergency Procurement/ WRF Project Change Order**

PURPOSE / JUSTIFICATION: **As part of the WRF Headworks Project, EWD contracted with U.S. Submergent to clean the tanks; during the cleaning they found excessive amounts of FOG. In order to finish the project, they predict it will take an additional 11 days and the cost for this additional work is estimated to be \$104,940.00. The Chair signed the Notice of Emergency Procurement on June 21st, this is ratification of that memo**

FISCAL IMPACT: 625657-600-250

Budget Resolution Required: yes no

Amount Budgeted:	\$	7,303,000.00
Year to Date Expenditure:	\$	(5,869,362.67)
Open POs	\$	(174,800.00)
Total Expenditure Required:	\$	<u>(104,940.00)</u>
Remaining in Budget:	\$	<u>1,153,897.33</u>

MOTION: **To ratify the memo – approval of the U.S. Submergent Change Order for a time extension of approximately 11 days in the amount of 104,950.00. Funds to come from CIP budget line item South WRF Headworks Project**

Prepared By: **Teresa Herzog**

Date: **June 27, 2024**

Approvals:

KRL
Interim Administrator

[Signature]
Finance

[Signature]
Water Operations

[Signature]
Wastewater Operations

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

ATTACHMENTS: **Memo to Chair dated June 21, 2024
US Submergent Change Order**



Memo

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

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

Date: June 21, 2024

Re: Notice of Emergency Procurement/WRF Project Change Order

South WRF Headworks Project 625657-600-250

This project was identified in the Sewer Master Plan Update as a critical improvement project for the existing headworks facility.

Prior to demolition of the existing headworks, the existing headworks required cleaning to remove any built-up grit and debris. EWD previously contracted with US Submergent Technologies for the cleaning of the tanks in the amount of \$69,850.00. While cleaning, they found excessive amounts of FOG (fats, oils & grease), which has made the cleaning process take longer than originally quoted. In order to finish the project, they believe it will take an additional 11 days. The cost of this additional work is estimated at \$104,950.00 assuming they can complete the work while they are currently on site, saving additional mobilization fees.

A budget amendment, if needed, will be presented at the July 11, 2024 meeting but by executing this Emergency Procurement Memo now, the project can continue without interruption.

Thank you,

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



CHANGE ORDER

Date

June 20, 2024

Expires

August 19, 2024

US Submergent Technologies

2201 Cantu Ct, Ste 116

Sarasota, FL 34232

Chandler Stutler

cstutler@ussubmergent.com

Prepared for

Englewood Water District

201 Selma Ave

Englewood, FL 34223

Chris Borovsky

Lead Operator

cborovsky@englewoodwater.com

(941) 697-4004

During the course of operation, US Submergent Technologies (USST) discovered additional materials beyond the original approved scope. This change order includes **only** the additional costs necessary to complete the operation and remove the remaining material in the below-mentioned structure(s).

Original pricing schedule and terms and conditions continue and are not amended unless otherwise noted below.

Products & Services

Products & Services	Quantity	Unit	Unit price	Price
Mob/Demob, Non-Emergency	0	Lump Sum	\$6,500.00	\$0.00
Time, Labor & Equipment (Vac Only)	11	Per Day	\$4,250.00	\$46,750.00
Confined Space Entry	11	Per Day	\$3,000.00	\$33,000.00
Disposal, Offsite w/ Transport	240	Per Ton	\$105.00	\$25,200.00
One-time subtotal				\$104,950.00
Total				\$104,950.00
Total Contract Value				\$104,950.00

Change Conditions:

- Client will provide a current waste profile (TCLP) prior to commencement of project work.
- Client shall provide unrestricted access to the facility worksite. Unrestricted access includes ensuring height clearance without obstruction in and around structure(s), and, removing and/or unbolting any hatches or panels required for access or ventilation.

- Client shall have structure(s) drained down prior to USST's arrival. A Dewatering rate will be charged at \$800 per hour rounded to the nearest half-hour.
- Client is responsible for supplying sufficient and suitable high-volume water supply for the high-pressure jetting operation.
- The Cost Estimate does not include hydro- and/or grit-blasting of the structure(s).
- Confined Space Entry is required for this project. A completed permit will be posted in plain view on the structure(s) where needed.

Should you have any questions or concerns about this change order, please do not hesitate to contact me directly by email or phone.

Project Acceptance

Client Signature



Signature

6/21/24

Date

Keith R Ledford Jr

Printed name

Download

**ENGLEWOOD WATER DISTRICT
INCOME STATEMENT
YE FY23, JUNE 2023, FY24 BUDGET, YTD FY24 JUNE 2024**

	YEAR END FY23	YTD FY23 JUNE 2023	FY24 APPROVED BUDGET	YTD FY24 JUNE 2024	Over (Under) Budget
Operating Revenues					
Water Services	\$ 9,383,256	\$ 6,950,193	\$ 9,546,754	\$ 7,588,847	\$ (1,957,907)
Waste Treatment	10,203,293	7,719,392	10,719,641	8,219,347	(2,500,294)
Accrued Guaranteed Revenue Fees	464,228	457,536	1,008,081	554,395	(453,686)
Other	262,815	205,119	383,755	321,694	(62,061)
Total Operating Revenues	20,313,591	15,332,240	21,658,231	16,684,283	(4,973,948)
Operating Expenses					
Water Production	4,222,622	2,431,856	4,288,097	2,592,715	(1,695,382)
Water Distribution	2,755,089	1,375,206	2,527,228	1,686,156	(841,072)
Waste Treatment	4,104,958	2,343,218	3,216,200	2,004,354	(1,211,846)
Waste Collection	6,814,490	3,584,165	3,762,608	2,429,203	(1,333,405)
Laboratory	301,400	210,413	356,781	259,599	(97,182)
General & Administrative	4,091,451	2,980,424	5,608,769	3,997,396	(1,611,373)
Total Operating Expenses	22,290,010	12,925,281	19,759,682	12,969,422	(6,790,261)
Operating Surplus (Deficit)	(1,976,419)	2,406,958	1,898,549	3,714,861	1,816,313
Non-Operating Revenues (Expenses)					
Interest Income	496,472	344,091	-	625,529	625,529
Net Increase (Decrease) in Fair Value of Investment	229,990	136,212	-	312,509	312,509
Assessment Revenue	60,715	60,154	-	45,629	45,629
Interest Expense	(115,197)	(121,347)	(31,282)	(31,286)	4
Other Revenues	1,156,460	696,913	-	63,106	63,106
Gain (loss) on Disposal of Capital Assets	13,356	29,806	-	45,771	45,771
Total Non-Operating Expenses	1,841,797	1,145,830	(31,282)	1,061,258	1,092,548
Surplus (Deficit) Before Contributions	(134,622)	3,552,788	1,867,267	4,776,119	2,908,860
Capital Contributions					
Cash	2,684,090	2,609,679	5,439,760	3,147,789	(2,291,971)
Non Cash	1,029,453	1,029,453	-	170,388	170,388
Total Capital Contributions	3,713,543	3,639,131	5,439,760	3,318,177	(2,121,583)
Change in Net Position	3,578,922	7,191,919	7,307,027	8,094,296	304,381
Total Net Position - beginning of year, as restated	107,015,431	107,015,431	110,594,353	110,594,353	
Total Net Position - end of year	\$ 110,594,353	\$ 114,207,350	\$ 117,901,379	\$ 118,688,648	

ENGLEWOOD WATER DISTRICT
SEPTEMBER 30, 2023, YTD FY24 JUNE 2024
BALANCE SHEET

	<u>FY2023</u>	<u>YTD FY 2024</u>
<u>ASSETS</u>		
Current Assets		
Cash & Equivalents	\$ 3,375,338	\$ 6,854,385
Accounts Receivable	2,399,961	2,522,463
Accrued Interest Receivable	-	-
Inventory	1,925,363	2,087,969
Prepays	9,195	80,506
Total Current Assets	7,709,856	11,545,322
Noncurrent Assets		
Restricted Cash and Cash Equivalents	-	-
Restricted Assets: Investments	7,529,867	3,028,817
Investments	12,226,960	10,553,097
Connection Fees - Assessment Rec	1,223,577	1,076,988
Capital Assets (net)	92,410,945	100,069,185
Total Noncurrent Assets	113,391,349	114,728,086
Total Assets	121,101,205	126,273,409
Deferred Outflow of Resources		
Accumulated Decreases in Fair Value of Hedging Derivatives	(2,134)	(2,134)
Accumulated Costs Associated with Refunding of Debt	66,216	66,216
Deferred Amounts on Pensions	3,102,533	3,102,533
Total Deferred Outflow of Resources	3,166,615	3,166,615
<u>LIABILITIES AND NET POSITION</u>		
Current Liabilities		
Accounts Payable	1,209,199	83,162
Accrued Liabilities	489,192	398,741
Total Current Liabilities	1,698,391	481,904
Current Liabilities Payable from Restricted Assets		
Contracts Payable	-	-
Retainage Payable	94,524	286,833
Accrued Interest	28,466	28,466
Current Portion of Bonds and Notes Payable	1,801,325	(2,248)
Total Current Liabilities Payable from Restricted Assets	1,924,314	313,051
Noncurrent Liabilities		
Compensated Absences	878,944	784,603
Net OPEB Obligation	1,143,168	1,143,168
Derivative Instruments - Rate Swap	(2,134)	(2,134)
Bonds and Notes Payable, Net	0	0
Net Pension Liability	6,009,034	6,009,034
Total Noncurrent Liabilities	8,029,012	7,934,671
Total Liabilities	11,651,718	8,729,626
Deferred Inflow of Resources		
Deferred Amount on Pensions	2,021,749	2,021,749
	2,021,749	2,021,749
Net Position		
Net Investment in Capital Assets	90,515,097	99,784,600
Unrestricted	20,079,256	18,904,048
Total Net Position	\$ 110,594,353	\$ 118,688,648

Englewood Water District
Investment Report
as of June 30, 2024

RBC	Market Value	Percent of Total
Certificate of Deposit	9,110,557	48.81%
Bonds- Revenue/General Obligation	-	0.00%
Government Backed Bonds	4,471,357	23.95%
Money Markets/Cash	5,084,307	<u>27.24%</u>
	<u>\$ 18,666,221</u>	<u>100.00%</u>
Centennial Bank		
Cash Centennial- operating acct	3,521,619	
Cash Centennial- money market	76,077	
Total Cash	<u>\$ 3,597,696</u>	
Total Cash and Investments	\$ 22,263,917	
Prev Month Investments	\$ 13,674,352	
Prev Month - Cash - RBC	4,916,524	
Prev Month - Cash - Centennial	2,914,201	
Prev Month - Investments and Cash	<u>\$ 21,505,077</u>	

Englewood Water District
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Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
ISRAEL STATE	US GOVT GTD NOTE	465139PR8	252,052.25	floating	12/3/2019	1/21/1997	11/15/2024	273,000.00	267,198.75		4.96
LIVE OAK BKG CO	CD	538036HN7	252,687.50	1.850%	1/29/2020	1/24/2020	7/24/2024	250,000.00	249,400.00	1.750%	4.49
INDUSTRIAL & COML BK CHINA	CD	45581EAJ0	53,227.23	2.500%	4/29/2020	7/28/2017	7/26/2024	50,000.00	49,889.50	2.320%	4.24
RAYMOND JAMES BANK NA	CD	75472RAE1	110,516.45	2.000%	5/14/2020	8/23/2019	8/23/2024	105,000.00	104,444.55	1.880%	4.28
CAPITAL ONE BANK USA NA	CD	14042TCD7	89,963.90	1.900%	10/13/2020	8/28/2019	8/28/2024	85,000.00	84,496.80	1.790%	3.88
STATE BANK OF INDIA	CD	8562842T0	101,577.10	3.250%	4/1/2020	10/17/2014	10/17/2024	95,000.00	94,259.95	2.970%	4.55
RAYMOND JAMES BANK NA	CD	75472RAK7	248,801.54	1.800%	1/7/2020	11/8/2019	11/8/2024	248,000.00	244,743.76	1.700%	4.84
STATE BANK OF INDIA	CD	8562843C6	89,573.36	3.200%	4/1/2020	12/5/2014	12/5/2024	84,000.00	83,170.92	2.890%	4.68
MERRICK BANK SOUTH JOURDAN UT CD	CD	59013KEY8	77,873.75	1.750%	4/29/2020	1/17/2020	1/17/2025	75,000.00	73,542.75	1.650%	4.72
STATE BANK OF INDIA	CD	856285SM4	73,461.70	1.950%	6/9/2020	1/22/2020	1/22/2025	70,000.00	68,691.70	1.830%	4.62
ICBC LTD NEW YORK BRANCH	CD	45581ECD1	200,000.00	0.350%	2/3/2021	2/11/2021	2/11/2025	200,000.00	194,018.00	0.350%	4.00
BELL STATE B&T	CD	07815AAZ0	257,151.12	1.600%	7/1/2020	2/27/2020	2/27/2025	245,000.00	239,132.25	1.520%	4.66
AMERICAN EXPRESS NATL BANK	CD	02589AB68	245,401.17	1.550%	6/9/2020	3/31/2020	3/31/2025	237,000.00	230,487.24	1.470%	4.81
INSTITUTION FOR SVGS	CD	45780PBL8	250,000.00	3.100%	5/10/2022	5/20/2022	5/20/2025	250,000.00	245,377.50	3.100%	3.00
HADDON SVGS BANK	CD	404730CR2	164,589.25	0.750%	6/24/2020	5/26/2020	5/27/2025	163,000.00	156,515.86	0.740%	4.93
TEXAS BANK FINL	CD	882213AF8	108,999.00	0.700%	6/24/2020	5/28/2020	5/28/2025	108,000.00	103,641.12	0.690%	4.93
STATE BANK OF INDIA	CD	856283N77	253,187.50	0.900%	7/14/2020	6/26/2020	6/26/2025	250,000.00	239,115.00	0.890%	4.95
FIRST CAROLINA BANK	CD	31944MBB0	250,000.00	0.450%	8/5/2020	8/20/2020	8/20/2025	250,000.00	236,960.00	0.450%	5.00
TEXAS EXCHANGE BANK	CD	88241TJJO	250,000.00	0.600%	10/13/2020	10/23/2020	10/23/2025	250,000.00	235,132.50	0.600%	5.00
JP MORGAN CHASE BK	CD	48128UQP7	246,379.95	0.550%	4/8/2021	10/30/2020	1/30/2026	250,000.00	233,077.50	0.550%	4.82
BMO HARRIS BK NATL ASSN	CD	05600XBY5	250,000.00	0.550%	2/11/2021	2/18/2021	2/18/2026	250,000.00	232,597.50	0.200%	5.00
SUNWEST BK IRVINE CALIF	CD	86804DCR7	250,000.00	0.450%	2/11/2021	2/26/2021	2/26/2026	250,000.00	231,967.50	0.450%	5.00
DAKOTA WESTN BK BOWMAN	CD	23427AAH7	245,000.00	5.000%	5/17/2023	5/19/2023	5/19/2026	245,000.00	245,012.25	5.000%	3.00
TOYOTA FINL SVGS BK	CD	89235MLC3	252,795.19	0.950%	8/17/2021	7/15/2021	7/15/2026	250,000.00	231,085.00	0.950%	5.00
FIRST SOURCE BK SOUTH BEND	CD	33646CPY4	215,000.00	5.350%	6/29/2023	7/6/2023	11/6/2026	215,000.00	215,285.95	5.350%	3.34
CELTIC BK SALT LAKE CITY	CD	15118RG35	250,000.00	4.900%	4/18/2023	4/19/2023	4/19/2027	250,000.00	250,002.50	4.900%	4.00
FARMERS & MERCHANTS BK	CD	307811GR4	245,000.00	5.000%	5/17/2023	5/25/2023	5/25/2027	245,000.00	245,022.05	5.000%	4.00
FIRST CNTY BNK STAMFORD CONN	CD	32002KAN6	245,000.00	5.000%	5/17/2023	5/26/2023	5/26/2027	245,000.00	245,078.40	5.000%	4.00
SOUTHERN STS BK ANNISTON AL	CD	843879EJ2	230,000.00	5.300%	6/1/2023	6/20/2023	6/17/2027	230,000.00	230,066.70	5.300%	3.99
AMERICAN COMMERCIAL BANK & TRUST	CD	02519AAD9	232,444.82	3.500%	11/7/2023	9/14/2022	9/14/2027	245,000.00	235,290.65	5.130%	3.85
FCNB BK STEELVILLE MO	CD	30191HAD0	247,323.98	4.750%	11/7/2023	10/26/2022	10/26/2027	250,000.00	249,582.50	5.100%	3.97
MINEOLA CMNTY BK	CD	60273NAB9	245,006.00	5.100%	11/7/2023	11/9/2022	11/9/2027	245,000.00	245,083.30	5.100%	4.01
PREMIER CMNTY NK MARION WIS	CD	74048CAV4	230,000.00	5.200%	6/1/2023	6/12/2023	12/13/2027	230,000.00	230,105.80	5.200%	4.51
FIRST BANK OF THE LAKE	CD	31925YAF9	245,073.12	5.000%	11/16/2023	5/18/2023	5/18/2028	245,000.00	245,044.10	5.000%	4.51
US BK NATL ASSN	CD	90355UAB1	252,012.59	5.200%	8/1/2023	7/18/2023	7/18/2028	250,000.00	249,997.50	5.066%	5.01
NANO BANC IRVINE CA	CD	63008MBB6	99,987.89	5.400%	10/16/2023	7/21/2023	7/21/2028	100,000.00	99,999.00	5.400%	5.01
DEDHAM INSTN FOR SVGS MASS CD	CD	24367JCL7	250,554.93	5.550%	10/3/2023	9/21/2023	9/21/2028	250,000.00	250,147.50	5.060%	5.01
COULEE BK LA CROSSE WIS CD	CD	22209WAE2	250,000.00	5.700%	10/24/2023	10/24/2023	10/24/2028	250,000.00	250,197.50	5.700%	5.01
STUDIO BK NASHVILLE	CD	86400LAF5	250,000.00	5.700%	10/24/2023	10/24/2023	10/24/2028	250,000.00	250,197.50	5.700%	5.01
FINWISE BANK (UTAH)	CD	31810PCC1	250,000.00	5.500%	11/2/2023	11/15/2023	11/15/2028	250,000.00	250,105.00	5.500%	5.01
FIRST ST BK WINCHESTER OH	CD	33650TAL4	250,000.00	5.500%	11/2/2023	11/15/2023	11/15/2028	250,000.00	250,105.00	5.500%	5.01
REGENT BANK TULSA OKLA	CD	758876AG1	250,000.00	5.500%	11/1/2023	11/15/2023	11/15/2028	250,000.00	250,105.00	5.500%	5.01
MAINSTREET BK FAIRFAX VA	CD	56065GBK3	245,000.00	5.300%	12/5/2023	12/18/2023	12/18/2028	245,000.00	245,095.55	5.300%	5.01
GBANK LAS VEGAS NEV	CD	36830MAJ0	250,000.00	5.000%	12/19/2023	12/28/2023	12/28/2028	250,000.00	250,087.50	5.000%	5.01
Subtotal			9,566,291.81					9,526,000.00	9,110,556.90		
FREDDIE MAC	Bonds	3134GYDP4	501,393.67	5.125%	1/10/2023	1/26/2023	7/26/2024	500,000.00	499,875.00	4.552%	1.50
UNITED STATES TREASURY NOTE	Treasury note	9128283D0	485,345.89	2.250%	12/15/2022	10/31/2017	10/31/2024	500,000.00	494,830.00	4.044%	1.88
UNITED STATES TREASURY NOTE	Treasury note	91282CDH1	470,383.02	0.750%	12/15/2022	11/15/2021	11/15/2024	500,000.00	491,525.00	4.026%	1.92
UNITED STATES TREASURY NOTE	Treasury note	91282CFX4	232,551.03	4.500%	12/15/2022	11/30/2022	11/30/2024	230,000.00	229,229.50	4.005%	1.96

Englewood Water District
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Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
US TREASURY SECURITIES	Bonds	912828Y79	274,526.43	2.875%	8/24/2021	8/25/2021	7/31/2025	250,000.00	244,237.50	0.408%	3.93
FEDERAL FARM CREDIT BANK	Bonds	3133ENUZ1	249,756.00	3.090%	5/10/2022	4/20/2022	10/20/2025	250,000.00	243,872.50	3.120%	3.45
UNITED STATES TREASURY NOTE	Treasury note	91282CAT8	459,625.75	0.250%	5/10/2022	11/2/2020	10/31/2025	500,000.00	469,905.00	2.704%	3.48
TENNESSEE VALLEY AUTH STRIP GENERIC INT PMT	zero coupon bond	88059EHQ0	174,293.70	0.000%	11/18/2020	11/3/1995	11/1/2025	178,000.00	166,908.82		4.96
TENNESSEE VALLEY AUTH	Bonds	880591CJ9	68,156.95	6.750%	11/18/2020	11/1/1995	11/1/2025	52,000.00	53,474.20	6.750%	4.96
US TREASURY SECURITIES	zero coupon bond	912833LX6	419,934.35	0.000%	6/1/2021	6/2/2021	11/15/2025	430,000.00	402,467.10		4.46
FREDDIE MAC	Bonds	3134GYHU9	50,431.52	5.500%	11/7/2023	2/28/2023	2/28/2028	50,000.00	49,965.50	5.555%	4.31
FEDERAL HOME LOAN BANK	Bonds	3130AVPE6	500,878.33	5.280%	11/14/2023	4/26/2023	4/26/2028	500,000.00	498,605.00	5.305%	4.45
FEDERAL HOME LN MTG CORP	Bonds	3134GYXX5	636,108.88	5.650%	11/1/2023	7/26/2023	7/26/2028	628,000.00	626,461.40	5.636%	4.74
Subtotal			2,833,711.91					2,838,000.00	4,471,356.52		
Cash Balance									5,084,307.10		
Subtotal Cash									5,084,307.10		249.78
Average % and Duration in Years										2.749%	3.47

Certificate of Deposit	9,110,556.90	
FHLMC		
FNMA		
GNMA		
FICO Series		
Bonds- Revenue/General Obligation		
Government Backed Bonds	4,471,356.52	
Money Markets/Cash	5,084,307.10	
	18,666,220.52	
	18,666,220.52	stmt
	-	diff