

**AGENDA**  
**REGULAR MEETING**  
**ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS**  
**201 SELMA AVENUE, ENGLEWOOD, FL 34223**  
**DECEMBER 12, 2024 @ 8:30 A.M.**

**Board of Supervisors:**

Robert C. Stern, Jr., Chair  
Lani Gaver, Vice-Chair  
Sydney B. Crampton  
Tony Babington  
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. 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. PRELIMINARY ELECTION OF 2025 OFFICERS
5. PRESENTATIONS
  1. Information Systems Technician, Maurice Tindell – 15-years
6. CONSENT SECTION
  - a. Minutes of the Regular Meeting dated November 14, 2024  
**Recommended Action:** Approve the meeting minutes.
  - b. Big W Law Invoice dated December 1, 2024.  
**Recommended Action:** Approve the attorney's invoice in the amount of \$2,925.00.
  - c. Henderson Franklin Attorney Invoices dated July 11, 2024 & November 7, 2024  
**Recommended Action:** Approve the attorney's invoices totaling \$1,327.50.
  - d. Emergency Assistance Payment – AirVac  
**Recommended Action:** Acknowledge payment of the AirVac quote totaling \$33,015.00.
  - e. Single Source Procurement/Lime Plant Pump Purchase  
**Recommended Action:** Authorize the single source procurement of 1 Goulds 3410 Pump from Hudson Pump & Equipment in the amount of \$87,375.00.
7. DISCUSSION
  - a. Calendar Year 2025 Meeting Schedule
  - b. Board Direction on Administrator Search

- c. Winchester Ranch Development
  - d. Employee Handbook
  - 8. ACTION ITEMS
    - a. Oertel, Fernandez, Bryant, Atkinson Attorney Invoice dated November 18, 2024
    - b. Centennial Bank Signature Cards
  - 9. 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. November Financial Statements
      - 2. November Investment Statements
  - 10. ATTORNEY'S REPORT – Robert H. Berntsson
  - 11. OLD BUSINESS
  - 12. NEW BUSINESS
  - 13. PUBLIC COMMENT – ANY TOPIC
- To address the Board during this portion of the meeting, you must fill out a Civility Agreement and state your name and address for the record. Each person will be allowed no more than 4 minutes.
- 14. BOARD MEMBER COMMENTS
  - 15. ADJOURN

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

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

Posted 12/6/2024

# BOARD AGENDA ITEM SUMMARY

6a

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MEETING DATE: December 12, 2024

SUBJECT: Regular Meeting Minutes dated November 14, 2024

CATEGORY:  Consent

Discussion

Action

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CONTACT PERSON: **Teresa Herzog**

DEPARTMENT: **Administration**

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ITEM: **Request Board approval of the regular meeting minutes dated November 14, 2024.**

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

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MOTION: **To approve the minutes of the regular meeting dated November 14, 2024.**

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Prepared By: **Teresa Herzog**

Date: **November 20, 2024**

**Approvals:**

\_\_\_\_\_  
Interim Administrator

\_\_\_\_\_  
Finance

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

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

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

ATTACHMENTS: **Regular meeting minutes dated November 14, 2024**

**MINUTES  
REGULAR MEETING  
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS  
201 SELMA AVENUE, ENGLEWOOD, FL 34223  
NOVEMBER 14, 2024 @ 8:30 A.M.**

**Board of Supervisors:**

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

**Staff:**

Keith R. Ledford, Jr., P.E. Acting 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
  - a. Mr. Mike Rezac, 8584 Lakeside Dr – Property to discuss 8389 Pond View Ln. Mr. Rezac received a letter from EWD stating the 2 backflows on his property require relocation closer to the meters. He requested a waiver or to be grandfathered in to leave them where they are until there is a failed test. Once failed he would move to backflows. He also does not agree that the homeowner should bear the cost for relocation.
  - b. Ms. Jane Hunter, 180 Stratford Rd – Ms. Hunter stated her concerned about the of the sewer system and wanted to know when residents can expect improvements. She asked that the EWD website be updated with easy-to-understand information about the needed upgrades to the system and WRF, questioned the capacity of the current system and if improvements have been funded.
  - c. Ms. Mary Jo Mills, 871 Chapin Blvd – Ms. Mills stated her house was destroyed in the hurricane, EWD called to inform her of high usage and she requested the meter be turned off. After it was off she received an additional high bill, questioning why she was charged for water after the meter was shut off and requested relief for the \$381.39 bill.
  - d. Mr. Harold Buckingham, 810 Knights Ln – Mr. Buckingham stated his house is gone and the remaining pool required draining and refilling after the hurricane. He asked that the sewer charges be relieved on the pool fill charges.

Staff will respond to each request.

4. PRESENTATIONS

- a. Administration of Oath of Office – Attorney Berntsson took the floor swearing Ms. Crampton, Ms. Gaver, Mr. Meals and Mr. Babington into office.
- b. Service Awards – with gratitude Chair Stern presented the following award;
  1. Collections Maintenance Technician, Evan Pickett – 5-years

5. CONSENT SECTION – Chair Stern called for a motion to approve as a whole or pull any item for discussion. Mr. Meals pulled 5d and 5e for discussion. Ms. Crampton

moved, “ **to approve the rest of the agenda, consent section, except for d and e,**” seconded by Mr. Meals.

a. Minutes of the regular meeting dated September 12, 2024 & special meeting dated October 31, 2024

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

b. Big W Law Invoice dated October 1, 2024 & November 1, 2024

**Recommended Action:** Approve the attorney’s invoices in the amount of \$11,850.00.

c. Annual Audit Engagement Letters

**Recommended Action:** Authorize the Acting Administrator and Chair to sign the annual Audit Examination Engagement Letters dated September 12, 2024.

d. Kubota Excavator Purchase for the Collections Department

**Recommended Action:** Approve the budgeted purchase of a Kubota KX-080 Excavator for the Collections Department in the amount of \$120,738.83.

e. 2025 Ford F250 Truck Purchase for the Collections Department

**Recommended Action:** Approve the budgeted purchase of a 2025 Ford F250 for the Collections Department in the amount of \$74,206.00.

Before approval of items 5d and 5e, Mr. Meals requested the maintenance records for all fleet vehicles and equipment.

Mr. Meals then moved, “**to approve these purchases,**” seconded by Ms. Gaver.

f. Appointment of the Interim Administrator

**Recommended Action:** To appoint Keith R. Ledford, Jr., P.E. as the Interim Administrator of the Englewood Water District.

**UNANIMOUS**

**CS 24-11-14 A through F**

6. DISCUSSION – None

7. ACTION ITEMS

a. Budget Amendment and Carry-over of Funds from FY24 to FY25 – Mr. Ledford stated POs were issued in 2024 for these items but items were not received before the end of the fiscal year. Staff is requesting permission to carry-over funds for these previously approved purchases.

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

**UNANIMOUS**

**24-11-14 A**

Full motion read: To approve the budget amendment and carry-over of funds in the amount of \$186,371.92 from FY24 to FY25 to include motors, transmitters, additional equipment and repairs at the WRF and Water Treatment Plant and the truck previously ordered for the distribution department.

b. Authorization Update for the RBC Accounts – Mr. Ledford stated this item is to remove Mr. Collard, keeping himself and Ms. Hawkins on the accounts.

Ms. Crampton moved, “**to approve,**” seconded by Mr. Babington.

**UNANIMOUS**

**24-11-14 B**

Full motion read: To make the following amendment to the RBC Investment Accounts:

Qualified Retirement Plan Account # XXX-X0018

Government Accounts #XXX-X3516 & XXX-X3517

Remove: Michael Collard, Administrator  
Keep: Keith R. Ledford, Jr., P.E., Acting Administrator  
Keep: Lisa Hawkins, Finance Director

Remove: Michael Collard, Administrator  
Keep: Keith R. Ledford, Jr., P.E., Acting Administrator  
Keep: Lisa Hawkins, Finance Director

Ms. Hawkins and Mr. Ledford are authorized to act individually.

c. Emergency Assistance Payments – Mr. Ledford explained these were emergency services provided to EWD following the Hurricanes. Staff is requesting authorization to pay for these services.

- 1. SOS Septic
- 2. Charlotte County

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

**UNANIMOUS**

**24-11-14 C**

Full motions read: To authorize the Acting Administrator to make payment in the amount of \$77,000 to SOS Septic for emergency assistance following Hurricane Helene and Hurricane Milton. Pricing, terms and conditions of this requisition follow Charlotte County’s piggyback, #23-576, which was competitively awarded. And to authorize the Acting Administrator to make payment in the amount of \$19,681.31 to Charlotte County for emergency assistance following Hurricane Milton.

d. Manasota Key Middle Beach Emergency Watermain Replacement – Mr. Ledford explained the urgency of replacing the 6” watermain that washed out during the Hurricanes. Staff is requesting the creation of a new FY25 CIP Project and initial funding of \$100,000 to begin the project.

Mr. Meals moved, **“to approve,”** seconded by Ms. Gaver.

**UNANIMOUS**

**24-11-14 D**

Minor discussion ensued to include the length of time expected for DEP to approve the project, directional drilling, and the possibility of upsizing the watermain.

Full motion read: 1) To create a new FY25 CIP Project – Manasota Key Middle Beach Emergency Watermain Replacement; 2) To approve an initial budget of \$100,000. Funds to come from Water revenues.

- 8. ACTING ADMINISTRATOR’S REPORT – Keith R. Ledford, Jr., P.E.
  - a. WATER OPERATIONS MANAGER – Dewey Futch

Production:

- 1. Total send out for September 2024 was 77.9 MG/2023 was 83.2 MG. October 2024 was 90.27 MG/2023 was 86.37 MG.
- 2. The total rainfall for 2024 so far is 63.45” and since 1975 there have been only 4 other times where rainfalls exceeded 60” the highest being in 1983 at 83.15”.

3. Enviro Waste Services was on site in September and replaced the filter media in #2 Treater. In both September and October the Operators were doing day to day operations and maintenance.
4. On the 18<sup>th</sup> McKim & Creed and the Electrical Contractor SEL will be on site doing a power shut down at the RO Plant to install the new breakers at the plant for the generators and main power.

Distribution:

1. Distribution had 2 incidents to report;
  - a. At the end of September portions of Manasota Key were still under a boil water notice due to Hurricane Helene. On 10-4 the last remaining portion of Manasota Key under a boil water notice was rescinded.
  - b. On 10-8 due to Hurricane Milton service was suspended to Manasota Key and Bocilla Utilities and a boil water notice was issued. On 10-9 due to damage from Milton and difficulty maintaining pressure and to preserve our water reserves the distribution system was shut down and a boil water notice issued to our entire service area. 5 days later, on 10-14 water service was restored to all the District except Manasota Key and on 10-22 all water service was restored to the Key and all boil water notices were rescinded.
2. September new meter sets were 15 single family; 15 ERCs. October was 35 single family; 35 ERCs.
3. September 91 radio-read heads were replaced. October was 33.
4. September 65 customer requested turn-ons were completed. October was 264.
5. Lead & copper inventory is at 94.9% completion.

b. WASTEWATER OPERATIONS MANAGER – David Larson

WRF:

1. The average daily flow for September 2024 was 2.24 MGD, with a peak flow of 3.3 MG. October 2024 was 2.22 MGD, with a peak flow of 4.2 MG. For both months, the average daily flows were between 600K and 700K more per day than the previous year. To protect the plant, flows were diverted from the surge basins to the lime reject ponds for treatment at a later date.
2. The new headworks project is nearing completion, issues are being worked on and are expected to be resolved with the new headworks being fully operational by the next board meeting.
3. Normal operations and maintenance are ongoing.

Collections:

1. Crews were very busy with issues caused by both Hurricanes. Vents and cleanouts are being repaired, and service lines are being capped off on destroyed homes.
2. Crews also replaced 7 vacuum pit bottoms in the month of October.

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

CIP/In-house Projects:

1. V-1 Station Rehab – the storms delayed the start-up of the station, AirVac has

begun their start up process, issues were found with a couple of the VFDs. DFS and AirVac are scheduled to be on-site next week for startup with 100% up and running status expected for next week.

Developments/Projects Approved for Construction:

1. Island Lake Estates at Coco Bay – DEP application approval is expected and the project will be complete.
2. Suncoast Humane Society – this project is complete.

Upcoming Developments/Projects:

1. Charlotte County – Avenue of the Americas Sidewalk Project – under construction with the contractor finishing with the Fruitland Ave side of the project, Avenue of the Americas side to begin soon.
2. Sarasota County-Englewood Artists Area Improvements – beginning process, 30% drawings have been submitted for review.
3. Widening of River Road Project – Kimley Horn has begun design for widening the road from Winchester to the county line.

d. FINANCE DIRECTOR – Lisa Hawkins

Financial Statements:

1. September & October – September is the end of our fiscal year and we will have some accounting adjustments so there is no need to review them today. We expect to end the year within our budget.
2. For October we ended the month with operating revenues at \$1.859M about \$104K more than last year, this is due to the 5% rate increase that went into effect 10/1. Operating expenses were \$1.864M, \$515K more than last year leaving a small operating deficit of \$4K.

Investment Statements:

1. October – we had \$18.022M invested at RBC, and \$1.466M at Centennial Bank. This is \$1.5M less than September because of fund withdraws to pay on various projects.

Other:

1. The auditors are here this week and next working on the FY24 year-end audit. This will include a new audit of our grants because we reached the threshold of over \$750K expenditure of federal and state grant money.

Mr. Ledford concluded the Interim Administrator's report.

9. ATTORNEY'S REPORT – Robert H. Berntsson  
After speaking with the labor attorney following Mr. Collard's resignation, the labor attorney recommended Mr. Collard be put on administrative leave for the balance of his time with no further duty to the District. He will be asked to return his equipment and serve out the remainder of his time on administrative leave. If there is Board consensus Attorney Berntsson will advise Mr. Collard of the decision.

Minor discussion ensued with Mr. Meal requesting the new employee handbook be provided to the board.

**Board consensus was received 4/1.**

10. OLD BUSINESS

Ms. Crampton questioned the pool adjustment for Mr. Buckingham and agreed that the employee handbook should be reviewed by the Board. Ms. Gaver questioned the water adjustment given to Ms. Mills and asked if employee reviews have been done.

11. NEW BUSINESS

Mr. Crampton requested Ms. Hunter's suggestions about resiliency be addressed on the website.

12. PUBLIC COMMENT – ANY TOPIC – None

13. BOARD MEMBER COMMENTS – All board members welcomed Mr. Babington and thanked Mr. Pinkiewicz for his time and effort during the time that he served as a Supervisor. Mr. Babington expressed gratitude for his opportunity to serve the community and thanked the board members for their welcome.

14. ADJOURNED @ 10:00 AM

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Lani Gaver, Vice-Chair

APPROVED

/tlh

**BOARD AGENDA ITEM SUMMARY**

**6b**

MEETING DATE: **December 12, 2024**

SUBJECT: **The Big W Law Attorney's Invoice dated December 1, 2024**

CATEGORY:  Consent

Discussion

Action

CONTACT PERSON : **Lisa Hawkins**

DEPARTMENT : **Finance**

ITEM: **Request Board approval for payment of the Big W Law Attorney's invoice dated December 1, 2024.**

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

FISCAL IMPACT: 500311-500-101

Budget Resolution Required:  yes  no

Amount Budgeted	\$	19,000.00
Year to Date Expenditures	\$	(0)
Total Expenditure Required	\$	<b>(2,925.00)</b>
Remaining in Budget	\$	<u>4,225.00</u>

MOTION: **To approve the Big W Law Attorney's invoice dated December 1, 2024 for services rendered November 1, 2024 through November 30, 2024 in the amount of \$2,925.00. Funds to come from water/wastewater revenues.**

Prepared By: **Teresa Herzog**

Date: **December 4, 2024**

**Approvals:**

\_\_\_\_\_  
Interim Administrator

\_\_\_\_\_  
Finance

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

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

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

ATTACHMENTS: **The Big W Law Attorney's invoice December 1, 2024**



# WIDEIKIS, BENEDICT & BERNTSSON, LLC THE BIG W LAW FIRM

3195 S. Access Road, Englewood, Florida 34224

941-627-1000

Englewood Water District  
therzog@englewoodwater.com  
201 Selma Avenue

Received 12/3/2024 by  
EWD @ 7:23 AM T. Herzog

Statement Date: 12/01/2024  
Statement No. 35282  
Account No. 8.0000

Englewood, FL 34223

Legal Services  
PO 59056

### FOR PROFESSIONAL SERVICES RENDERED

			Rate	Hours	
11/04/2024	RHB	Review detailed voice message from Mr. Bailey; Email(s) with Mr. Bailey.	300.00	0.25	75.00
11/06/2024	RHB	Email(s) with Ms. Herzog; Telephone conference with Mr. Ledford, et. al.; Email(s) with Ms. Bagshaw.	300.00	0.50	150.00
11/07/2024	RHB	Email(s) with Mr. Pluta; Email(s) with Mr. Ledford; Email(s) with Ms. Bagshaw.	300.00	0.25	75.00
11/08/2024	RHB	Email(s) with Mr. Ledford; Email(s) with Mr. Wollard; Email(s) with Mr. Bailey; Email(s) with Ms. Herzog; Review agenda.	300.00	0.50	150.00
11/11/2024	RHB	Email(s) with Mr. Schwied.	300.00	0.25	75.00
11/12/2024	RHB	Telephone conference with Mr. Meals; Email(s) with Mr. Schwied.	300.00	1.00	300.00
11/13/2024	RHB	Telephone conference with Mr. Meals; Email(s) with Mr. Schwied.	300.00	0.50	150.00
11/14/2024	RHB	Prepare for and attend Board of Supervisors Meeting; Leave detailed voice message for Mr. Collard; Email(s) with Ms. Bagshaw.	300.00	2.00	600.00
11/15/2024	RHB	Email(s) with Ms. McGlaughlin; Email(s) with Ms. Herzog; Telephone conference with Ms. Herzog.	300.00	0.25	75.00
11/19/2024	RHB	Email(s) with Mr. Schwied.	300.00	0.25	75.00
11/20/2024	RHB	Review detailed voice message from Mr. Oertel; Leave detailed voice message for Mr. Oertel.	300.00	0.25	75.00
11/21/2024	RHB	Email(s) with Mr. Schwied.	300.00	0.25	75.00
11/22/2024	RHB	Telephone conference with Mr. Oertel; Email(s) with Mr. Ledford; Email(s) with Ms. Herzog; Telephone conference with Mr. Ledford; Email(s) with Mr. Merrill; Telephone conference with Ms. Herzog; Prepare Audit Response letter; Leave detailed voice message for			

Englewood Water District  
 Account No. 8.0000  
 RE: Legal Services

Statement Date: 12/01/2024  
 Statement No. 35282

			Rate	Hours	
		Mr. Ledford; Review detailed voice message from Mr. Merrill.	300.00	3.00	900.00
11/27/2024	RHB	Conference with Mr. Ledford; Review plats; Email(s) with Mr. Ledford.	300.00	0.50	150.00
		For Current Services Rendered		<u>9.75</u>	<u>2,925.00</u>

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Robert Berntsson	9.75	\$300.00	\$2,925.00

PREVIOUS BALANCE \$11,850.00

Total Current Work 2,925.00

Payments

Total Payments for 11/18/2024 -11,850.00

Balance Due \$2,925.00

Billing History

<u>Fees</u>	<u>Hours</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
135,012.50	521.76	0.00	7.80	0.00	132,095.30

**BOARD AGENDA ITEM SUMMARY**

**6c**

MEETING DATE: **December 12, 2024**

SUBJECT: **Henderson-Franklin Attorney's Invoices dated July 11, 2024 & November 7, 2024**

CATEGORY:  Consent

Discussion

Action

CONTACT PERSON : **Lisa Hawkins**

DEPARTMENT : **Finance**

ITEM: **Request Board approval for payment of the Henderson-Franklin Attorney's invoices dated July 11, 2024 & November 7, 2024.**

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

FISCAL IMPACT: 500311-500-101

Budget Resolution Required:  yes  no

Amount Budgeted	\$	10,000.00
Year to Date Expenditures	\$	(0)
Total Expenditure Required	\$	<b><u>(1,327.50)</u></b>
Remaining in Budget	\$	<b><u>8,672.50</u></b>

MOTION: **To approve the Henderson Franklin Attorney's invoices dated July 1, 2024 & November 7, 2024 for services rendered in the amount of \$1,327.50. Funds to come from water/wastewater revenues.**

Prepared By: **Teresa Herzog**

Date: **November 15, 2024**

**Approvals:**

\_\_\_\_\_  
Interim Administrator

\_\_\_\_\_  
Finance

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

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

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

ATTACHMENTS: **Henderson-Franklin Attorney's invoices dated July 11, 2024 & November 7, 2024**



July 11, 2024

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

Attorney: Atwood, Scott E  
File No. 22056/8  
Invoice No. 806848

Re: Employee Handbook review

**Services:**

06/19/24	Prepare employment agreement for new administrator; correspondence with client re: same	Atwood, Scott E Shareholder	3.50	787.50
06/20/24	Telephone conference with client re: proposed revisions to employee contract; review correspondence from client re: same	Atwood, Scott E Shareholder	0.50	112.50

**TIMEKEEPER SUMMARY**

<b>RANK</b>	<b>TIMEKEEPER</b>	<b>HRS.</b>	<b>RATE</b>	<b>AMOUNT</b>
Shareholder	Atwood, Scott E	4.00	225.00	\$900.00
<b>TOTAL FEES:</b>				<b>900.00</b>

**Disbursements:**

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

**TOTAL AMOUNT: \$900.00**



November 7, 2024

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

Attorney: Atwood, Scott E  
File No. 22056/8  
Invoice No. 812320

Re: Employee Handbook review

**Services:**

10/18/24	Telephone conference with client re: employee issues	Atwood, Scott E Shareholder	0.70	157.50
10/31/24	Telephone conferences with client re: resignation of executive director; review documents from client re: same; correspondence with client re: same	Atwood, Scott E Shareholder	1.20	270.00

**TIMEKEEPER SUMMARY**

<b>RANK</b>	<b>TIMEKEEPER</b>	<b>HRS.</b>	<b>RATE</b>	<b>AMOUNT</b>
Shareholder	Atwood, Scott E	1.90	225.00	\$427.50
<b>TOTAL FEES:</b>				<b>427.50</b>

**Disbursements:**

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

**TOTAL AMOUNT: \$427.50**

**CURRENT INVOICE SUMMARY**

Summary of Charges Rendered on this Invoice:

Current Fees:	427.50
Current Disbursements:	0.00
Total Charges for this Invoice:	<u>\$427.50</u>
<b>LESS: Trust Funds Applied to this Invoice</b>	<b>-0.00</b>
Balance Due this Invoice	<u>\$427.50</u>
Outstanding Accounts Receivable:	<u>\$900.00</u>
<b>TOTAL AMOUNT DUE THIS MATTER:</b>	<b><u><u>\$1,327.50</u></u></b>

**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	(90.00)	0.00
06/10/24	805098	0.90	202.50	0.00	202.50	(202.50)	0.00
07/11/24	806848	4.00	900.00	0.00	900.00	0.00	900.00
PREVIOUS INVOICE TOTALS:		<u>20.00</u>	<u>\$4,500.00</u>	<u>\$0.00</u>	<u>\$4,500.00</u>	<u>\$3,600.00</u>	<u>\$900.00</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



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



**Airvac**

**Sold-to address**

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

**Ship-to address**

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

Repeat printout

**Quotation**

**Number/Date** 20141739 / 11/01/2024  
**Reference no./Date**  
**Sold-To** 10000335  
**Validity period** 11/01/2024 to 12/01/2024  
**Sales person name** Southeast  
**Entered by** Becky Smith

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

Currency USD

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

**Terms of delivery:** CIP Englewood FL

US13ENG01S01

Airvac Technician assistance after Hurricane Milton.

**Freight is not included in quote.**

**A handling fee will apply if shipping collect.**

Item	Material Description	Qty	UoM	Price	Value
000010	NS-SERVICE CONT SERVICE DEPARTMENT	213.000	EA	155.00 USD	33,015.00
Items total					33,015.00
Tax Jur Code Level 1		0.000	%	33,015.00	0.00
Final amount					33,015.00

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

## Ron Franklin

---

**From:** White, Danny <danny.white@airvac.com>  
**Sent:** Tuesday, October 22, 2024 3:47 PM  
**To:** Ron Franklin  
**Subject:** Time for week 10/13 - 10/18

Here is the list for Bruce and Danny.

Date	Bruce	Danny
10/13	12 hrs	12hrs
10/14	13 hrs	13hrs
10/15	12 hrs	12hrs
10/17	13 hrs	13hrs
10/18	13 hrs	13hrs
Total	63	63



**Airvac**



**Roediger**

**Brands of  
Aqseptence Group**

### **Danny WHITE**

Field Service Tech  
Main: +1 941.326.6039  
Cell: +1 318.355.2122  
Email: [Danny.white@airvac.com](mailto:Danny.white@airvac.com)

**Airvac, Inc.**  
4217 N Old US Highway 31  
Rochester, IN 46975  
1-800-AIRVAC9  
[info@airvac.com](mailto:info@airvac.com)  
[www.airvac.com](http://www.airvac.com)

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## Ron Franklin

---

**From:** White, Danny <danny.white@airvac.com>  
**Sent:** Wednesday, October 30, 2024 10:01 AM  
**To:** Ron Franklin  
**Subject:** Time for airvac

Date	Bruce	Danny
10/29	10 hrs	10hrs
Total	10hrs	10 hrs



**Airvac**



**Roediger**

**Brands of  
Aqseptence Group**

### Danny WHITE

Field Service Tech  
Main: +1 941.326.6039  
Cell: +1 318.355.2122  
Email: [Danny.white@airvac.com](mailto:Danny.white@airvac.com)

**Airvac, Inc.**  
4217 N Old US Highway 31  
Rochester, IN 46975  
1-800-AIRVAC9  
[info@airvac.com](mailto:info@airvac.com)  
[www.airvac.com](http://www.airvac.com)

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## Ron Franklin

---

**From:** White, Danny <danny.white@airvac.com>  
**Sent:** Friday, October 25, 2024 11:14 AM  
**To:** Ron Franklin  
**Subject:** 10/21 - 10/25

Good Morning,

Here are the work hours for Bruce and Danny for this week.

Date	Bruce	Danny
10/21	12 hrs	12hrs
10/22	10hrs	10hrs
10/23	0	0
10/24	11.5hrs	11.5hrs
10/25	0 hrs	0hrs
Total	33.5	33.5



**Airvac**



**Roediger**

**Brands of  
Aqseptence Group**

### **Danny WHITE**

Field Service Tech  
Main: +1 941.326.6039  
Cell: +1 318.355.2122  
Email: [Danny.white@airvac.com](mailto:Danny.white@airvac.com)

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4217 N Old US Highway 31  
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## Sales Quotation

Quotation Number: T110080	Quotation Date: 05/29/2024	Sales Engineer: SCOTT CHISHOLM
Revision No: 3	Date Printed: 12/03/2024	Phone: (C) (863) 940-5711 (O) 863-665-7867
Customer Number: 107542		schisholm@tencarva.com
Customer RFQ	Order Contact: CATHY JACKSON	Branch: FL LAKELAND

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

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

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

32 WEEK LEAD TIME

Pos	Part No / Description	QTY	Unit	Sell Price	Ext. Sell Price
1	<b>GOULDS 3410 PUMP</b> . 10X12-14 MODEL 3410L PUMP, ALL IRON/316SS CONSTRUCTION, 12.50IN IMPELLER TRIM, CW ROTATION, 316SS IMPELLER WEAR RING, NITRONIC 60 CASING WEAR RING, JOHN CRANE CARTRIDGE SEAL, 316SS TUBING FOR MECHANICAL SEAL, 150HP, 1800RPM, 445T FRAME, IEEE841 SEVERE DUTY PREMIUM EFFICIENT MOTOR MOUNTED ON FABRICATED STEEL BASE WITH COUPLING AND GUARD. QUOTE DOES NOT INCLUDE INSTALLATION	1	EA	87,375.00	87,375.00

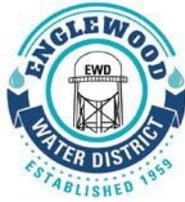
**Sub Total: 87,375.00**

**Gross Total: 87,375.00**

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

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

REMIT BY ACH:  
 RECEIVING BANK: BANK OF AMERICA, N.A.  
 ABA/ROUTING #: 053000196  
 ACCOUNT #: 000021-208-186  
 EMAIL FOR REMITTANCE: PAYMENTS@TENCARVA.COM



## Notice of Intent to Award a Single Source Procurement

Subject: Hudson Pump & Equipment  
Date: October 16, 2024  
Due Date: October 23, 2024  
Single Source No: SS 2025-122

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

The Englewood Water District gives notice of its intent to utilize Hudson Pump & Equipment for the sales/repairs/service of Goulds and Xylem pumps, as it is a municipal representative in the state of Florida, through single source procurement.

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 seven (7) calendar days after the date of publication of this notice will be reviewed by the Englewood Water District. A determination by the District not to compete this proposed action will be based on the responses to this notice and the discretion of the District.

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

# Goulds Pumps

---



**ITT Industries**  
*Engineered for life*

---

**KELLY BEAVER**

200 Summit Overlook Drive

Dawsonville, GA 30534

Tel (770) 856-9136

E-mail: kelly.beaver@itt.com

## Official Notice

Date: July 1, 2024

Subject: ITT Goulds Pumps Municipal Representation  
State of Florida

To: Whom it may concern,

This Document serves as official notice that **Hudson Pump & Equipment, a Division of Tencarva Machinery Company** is the exclusive municipal representative for all sales of **ITT Industrial Process** products in the state of Florida. This exclusivity agreement applies to all ITT Industrial Process products as shown below:

- ITT Goulds Pumps sold under the “brand names” of **Goulds Pumps, Allis-Chalmers, Goyne Pump and Morris Pumps. (Please note: Goyne Pump Company was acquired by ITT Goulds Pumps in 1979 and Morris Pumps was acquired by ITT Goulds Pumps in 1981).**
- ITT Goulds Pumps’ repair parts sold under the “brand names” **Goulds Pumps, Allis-Chalmers, Goyne Pump and Morris Pumps.**
- ITT Monitoring & Control (Variable Frequency Drives) sold under the “brand names” of **ProSmart and PumpSmart**
- In addition, Hudson Pump is the “only” Goulds Pumps Authorized Service Center (ASC) within the state of Florida which gives them exclusive “authorized” rights for the repair / rebuild of Goulds Pumps equipment.

If you have any questions regarding this agreement, please don’t hesitate to contact me.

Best regards,



Kelly Beaver  
ITT Goulds Pumps  
Regional Sales Manager

April 24, 2024

Subject: 2024 Municipal Market Representation - State of Florida

To Whom It May Concern,

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

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

Sincerely,

X 

---

Greg Walsh

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

# BOARD AGENDA ITEM SUMMARY 7a

---

MEETING DATE: December 12, 2024

SUBJECT: DRAFT Board of Supervisors Meeting Schedule CY'25

CATEGORY:  Consent

Discussion

Action

---

CONTACT PERSON: **Teresa Herzog**

DEPT.: **Administration**

---

ITEMS: **Establish the Schedule of Regular Meetings for Calendar Year 2025 and the Annual Meeting of 2026.**

---

PURPOSE / JUSTIFICATION: **This DRAFT Schedule of meetings is for discussion, if adjustments are necessary, they will be made, and the schedule will be ratified at the Annual & Organizational Meeting on January 9, 2025.**

---

MOTION: **To accept the schedule of regular meetings for calendar Year 2025 and the annual meeting of 2026 as presented. To be ratified at the Annual & Organizational Meeting January 9, 2025.**

---

Prepared By: **Teresa Herzog**

Date: **November 20, 2024**

**Approvals:**

\_\_\_\_\_  
Interim Administrator

\_\_\_\_\_  
Finance

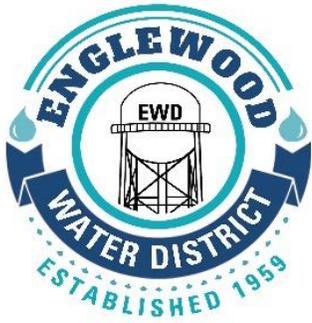
\_\_\_\_\_  
Water Operations

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

---

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

Attachment: **DRAFT Schedule of Regular Meetings for Calendar Year 2025 and the Annual Meeting of 2026.**



**Board of Supervisors**

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

**Interim Administrator**

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

**SCHEDULE OF MEETINGS  
ENGLEWOOD WATER DISTRICT  
BOARD OF SUPERVISORS  
CALENDAR YEAR 2025**

The Englewood Water District hereby gives notice of monthly meetings commencing, unless otherwise noted, at 8:30 a.m., to be held in the Board Room

201 Selma Avenue, Englewood

February 13, 2025

March 13, 2025

April 10, 2025

May 8, 2025

June 12, 2025

July 10, 2025

August 14, 2025

September 11, 2025

October 9, 2025

November 13, 2025

December 11, 2025

January 8, 2026-Annual & Organizational Meeting

The public is invited to attend

Englewood Water District  
Board of Supervisors

**Englewood Water District**

201 Selma Avenue  
Englewood, FL 34223-3443  
Phone: 941-474-3217  
Toll Free: 866-460-1080  
Fax: 941-460-1025

Email: [info@englewoodwater.com](mailto:info@englewoodwater.com)

Website: [englewoodwater.com](http://englewoodwater.com)

# BOARD AGENDA ITEM SUMMARY 7b

---

MEETING DATE: December 12, 2024

SUBJECT: Board Direction on Administrator Search

CATEGORY:  Consent

Discussion

Action

---

CONTACT PERSON: **Teresa Herzog**

DEPT.: **Administration**

---

ITEMS: **Board Direction on Administrator Search.**

---

PURPOSE / JUSTIFICATION: **Technical Support Manager, Keith R. Ledford, Jr., P.E. was named the Acting Administrator at the Special Meeting on October 31, 2024 then Interim Administrator on November 14, 2024. Staff is now requesting Board direction on the search for a new Administrator.**

---

MOTION: **To be determined**

---

Prepared By: **Teresa Herzog**

Date: **December 4, 2024**

**Approvals:**

\_\_\_\_\_  
Interim Administrator

\_\_\_\_\_  
Finance

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

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

---

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

Attachment: **None**

# BOARD AGENDA ITEM SUMMARY 7c

MEETING DATE: December 12, 2024

SUBJECT: Winchester Ranch Development

CATEGORY:  Consent

Discussion

Action

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

DEPT.: **Administration**

ITEMS: **Winchester Ranch Development (Wellen Park)**

PURPOSE / JUSTIFICATION: Various meetings have taken place between the developers and staff concerning the future water and wastewater services for the Winchester Ranch Development (Wellen Park). The developer anticipates that they will begin land development for the first 1,209 units in 2026 followed by land development for an additional 1,268 units in 2027. They anticipate remaining phases would begin development in 2029 (479 units), 2030 (1,471 units) and 2032 (582 units). Additionally, the developer intends to voluntarily annex the property into the City of North Port, similarly to what they have previously done the northern portion of Wellen Park.

With the design of the North Wastewater Treatment Plant still not underway and the recommendations to make major improvements to the Water Treatment Plant, Winchester Ranch is requesting that EWD allow a portion of their development, within our service boundaries, to be served by the City of North Port. Additional details are outlined in their attached letter dated December 2, 2024.

After the initial discussion concerning the annexing of EWD service area to the City of North Port, EWD staff and Attorney Berntsson felt it necessary to bring on additional council who has more expertise in this area. Attorney Ken Oertel, from Oertel, Fernandez, Bryant & Atkinson, P.A. was brought in for assistance regarding these matters.

MOTION: **To be determined**

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

Date: **December 4, 2024**

**Approvals:**

\_\_\_\_\_  
Interim Administrator

\_\_\_\_\_  
Finance

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

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

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

Attachment:

- 1) **Annexation of Portions of Property Owned by Winchester Florida Ranch LLLP into the City of North Port and Transfer of Water and Wastewater Service Responsibilities Letter dated December 2, 2024**
- 2) **Wellen Park Developer Agreement Request 08.16.24**



December 2, 2024

VIA E-MAIL ONLY

Englewood Water District  
Attn: Robert H. Bertsson, Esq., District Counsel  
Keith R. Ledford, P.E., Interim Administrator  
201 Selma Ave  
Englewood, FL 34223  
rbertsson@bigwlaw.com  
kledford@englewoodwater.com

RE: Annexation of Portions of Property Owned by Winchester Florida Ranch LLLP (“Winchester”) into the City of North Port (“North Port”) and Transfer of Water and Wastewater Service Responsibilities

Dear Mr. Bertsson and Mr. Ledford:

Based on the discussions in our October 23, 2024, meeting and a review of EWD’s Master Plans, there are concerns about EWD’s ability to provide water and wastewater service to the property owned by Winchester that will be developed in the near future. As requested, in order to facilitate discussions with EWD’s Board of Supervisors at the upcoming meeting on at the December 12, 2024, this letter outlines the anticipated timing and demands for water and wastewater services associated with development of the Winchester property, some of EWD’s capacity and funding issues, and two proposed solutions to these issues, as related to the Winchester property.

Winchester anticipates that in 2026 it will begin land development for 1,209 units on its property north of Gottfried Creek. In 2027, Winchester will begin land development for an additional 1,268 units, also north of Gottfried Creek. In total (not including allowances for amenities), these units on the Winchester property north of Gottfried Creek will require 2,711 Equivalent Residential Capacities (ERCs).

Further, Winchester anticipates that in 2029 it will begin land development for 479 units on its property south Gottfried Creek. Winchester will begin land development for an additional 1,471 units and 582 units south of Gottfried Creek in 2030 and 2032, respectively. In total (not including allowances for amenities), these units on Winchester property south of Gottfried Creek will require 2,462 ERCs.

With respect to EWD’s water capacity, the projected 2023 AADF is 3.827 MGD and the 2028 projected AADF is 4.114 MGD.<sup>1</sup> In order for EWD to keep up with this growth, \$142 million in capital improvements must be completed between now and 2026.<sup>2</sup>

---

<sup>1</sup> Potable Water Master Plan, dated January 31, 2024, executive summary

<sup>2</sup> Potable Water Master Plan, dated January 31, 2024, page 26

Regarding EWD's wastewater capacity, EWD's existing water reclamation facility (WRF) has a Florida Department of Environmental Protection operating permit for a capacity of 3.0 million gallons per day (MGD) Annual Average Daily Flow (AADF).<sup>3</sup> However, because of the age and condition of the facility, significant upgrades are recommended for operation above 2.0 MGD AADF.<sup>4</sup> For EWD to maintain the 3.0 MGD AADF permitted capacity of the WRF, an investment of nearly \$6 million is needed between now and 2026.<sup>5</sup> Under Scenario No. 2 of the Holiday Ventures and Sewer Master Plan Update, which includes designing, permitting, and constructing a new WRF before 2026, the estimated cost exceeds \$65 million.

Given these capacity and funding issues, Winchester will voluntarily annex its property both north and south of Gottfried Creek, into North Port. The portions of the Winchester property north of Gottfried Creek are roughly depicted as "Phase 1" and "Phase 2" in Exhibit A attached hereto. The portions of the Winchester property south of Gottfried Creek are roughly depicted as "Phase 3," "Phase 4," and "Phase 5" in Exhibit A. Winchester proposes that North Port should assume EWD's water and wastewater service responsibilities for its property north of Gottfried Creek. The Winchester property south of Gottfried Creek would remain in EWD's service territory, provided EWD is able to meet specified infrastructure improvement and funding milestones, which require further discussion between Winchester and EWD. This solution allows Winchester to continue its scheduled development program and provides EWD with sufficient time to secure funding for and construct necessary infrastructure to service the proposed development on the Winchester property south of Gottfried Creek.

Alternatively, if EWD would prefer, Winchester may request that North Port assume the water and wastewater service responsibilities for the entirety of the Winchester property, both north and south of Gottfried Creek.

We look forward to the Board of Supervisors' discussion of the matters outlined in this letter at the meeting on December 12, 2024. Do not hesitate to contact us if you have any questions.

Sincerely,



G. Matthew Brockway and William W. Merrill, III

Copy to: Kenneth G. Oertel, Esq. (koertel@ohfc.com)  
John Luczynski (John.Luczynski@mattamycorp.com)  
Rick Severance (Rick.Severance@mattamycorp.com)  
Nicole M. Swartz, Esq. (Nicole.Swartz@mattamycorp.com)  
Leah M. West, Esq. (lwest@icardmerrill.com)

---

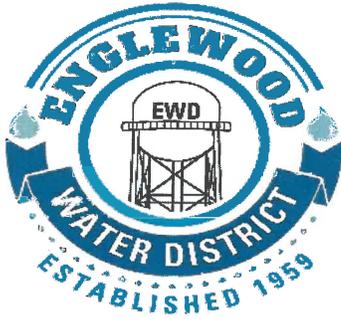
<sup>3</sup> The Holiday Ventures and Sewer Master Plan Update, dated June 2021, page 3

<sup>4</sup> The Holiday Ventures and Sewer Master Plan Update, dated June 2021, page 10

<sup>5</sup> The Holiday Ventures and Sewer Master Plan Update, dated June 2021, page 35

EXHIBIT A - GRAPHIC DEPICTION OF THE WINCHESTER PROPERTY





### Board of Supervisors

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

### Administrator

Mike Collard

### Englewood Water District

201 Selma Avenue  
Englewood, FL 34223-3443  
Phone: 941-474-3217  
Toll Free: 866-460-1080  
Fax: 941-460-1025  
Email: [info@englewoodwater.com](mailto:info@englewoodwater.com)  
Website: [englewoodwater.com](http://englewoodwater.com)

August 16, 2024

John E. Luczynski, Sr.  
Vice President, Land Development  
12260 Everglow Drive, Suite No. 14  
Venice, Florida 34293

Re: Wellen Park Developer Agreement Request

Mr. John E. Luczynski, Sr.,

On May 2, 2018, EWD issued a letter of availability to Stantec regarding service availability for the future development on the Winchester Property. The letter states, "Approximately five of the six square miles of the Winchester Ranch Future Development are located within the Englewood Water District (EWD) service boundary. EWD will provide water, sewer and reclaimed water service to the portion of Winchester Ranch located within the EWD service boundary. While EWD does not have the capacity on hand today to provide these services to 10,610 dwelling units and 360,000 square feet of commercial use, EWD is prepared to work closely with the owner/developer to ensure treatment capacity will be available to this development."

EWD stands by this statement and intends to serve all areas within the EWD service boundary. To begin the process, a Developer's Agreement is needed between all involved parties. Before that agreement can be written, EWD needs to understand the overall plans for development and requests the following information:

- Summary on the total number of units broken down by unit type to be constructed with EWD service boundary.
- The proposed schedule of construction broken down by phase.
- Absorption schedule for area to be developed
- Proposed neighborhood plans with total number of units per neighborhood.
- Proposed location(s) of transmission mains for water and wastewater.

Should the Developer be ready to develop within EWD's service boundary prior to EWD having sufficient capacities within the Water and/or Wastewater Plants and should there be additional capacity within the City of North Port's Water and Wastewater Treatment Facilities, EWD may consider entering an Interlocal Agreement with the City of North Port to provide service until capacity is available. EWD requests the following information regarding those facilities:

- Final design documents for these facilities
- Historical demands on these facilities
- Consumption records for all connections served

As previously stated, EWD intends to serve all areas within the EWD service boundary. Once these requested documents are available, we will be ready to meet at our facility to further discuss the terms of this Developer's Agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Ledford, Jr.', written in a cursive style.

Keith R. Ledford, Jr., P.E.  
Technical Support Manager, EWD

CC:

Mike Collard Administrator, EWD  
Rick Severance, President, Wellen Park

Attachments:

- Winchester Ranch Future Development Water, Wastewater, and Reclaimed Water Service Availability Request Letter dated April 23, 2018
- Winchester Ranch Future Development Water, Wastewater, and Reclaimed Water Service Availability Response Letter dated May 3, 2018



**Stantec Consulting Services Inc.**  
 6900 Professional Parkway East  
 Sarasota, Florida 34240  
 Tel: 941-907-6900

April 23, 2018

File: 215614330/290

Englewood Water District  
 201 Selma Avenue  
 Englewood, Florida 34223

2018 APR 25 PM 12:46  
 Via: US Mail  
 RECIPIENT  
 ENGLEWOOD WATER DIST.

**Reference: Winchester Ranch Future Development  
 Water, Wastewater, and Reclaimed Water Service Availability Letter**

To Whom It May Concern:

This letter serves as our request for the provision of a letter outlining the availability of water, wastewater and reclaimed water availability for the proposed development to be located along River Road, just south of the City of North Port in south Sarasota County. The property location map and aerial are attached for your reference. The Winchester Ranch Future Development contains approximately 3,660 acres, and will be an extension of the West Villages development. The development is anticipated over an approximate 30 year build-out.

The future development of approximately 10,610 dwelling units and approximately 360,000 square feet of commercial uses would equate to the following maximum flows:

	RESIDENTIAL	COMMERCIAL
POTABLE WATER	2,652,500 GDP	90,000,000 GDP
WASTEWATER	2,122,000 GDP	72,000,000 GDP

The numbers used for proposed development represent worst-case scenarios. The dwelling units will be provided as a mix of uses through the development (i.e., single family, attached, apartment) and the commercial uses will be uses allowed in a PUD (i.e., restaurant, retail, office, etc.)

The application is expected to be filed in mid-May, 2018, so we need a timely response for inclusion in our application. The project will utilize reclaimed water, as available, for irrigation needs.

Thank you, in advance, for your timely attention to this request. Please contact our office if you have any questions, or if this letter needs to be addressed to someone else.

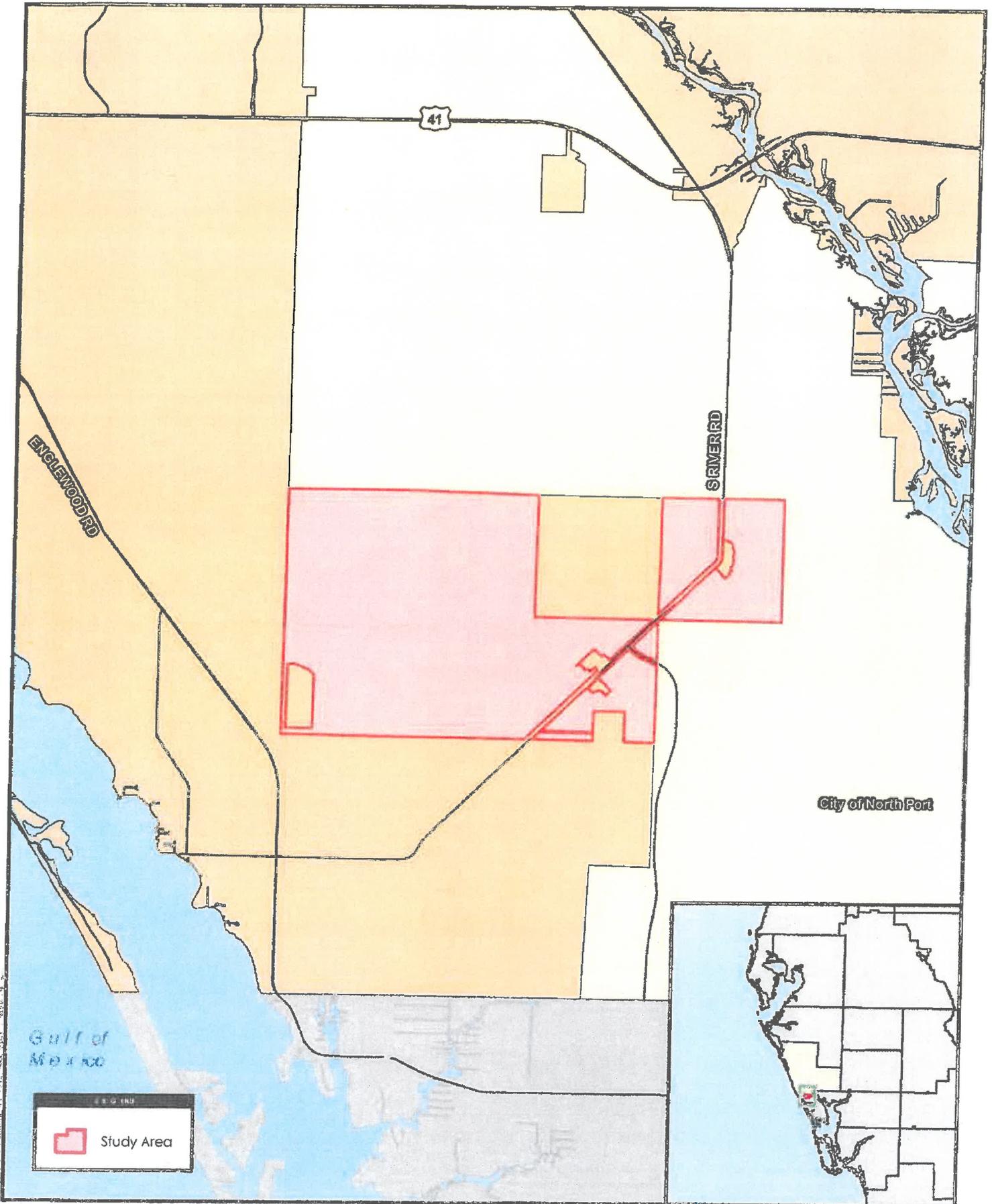
Sincerely,

**Stantec Consulting Services Inc.**

Shelley E. Hamilton  
 Senior Planner  
 Phone: 941-907-6900  
 E-mail: shelley.hamilton@stantec.com

Enclosures

Design with community in mind



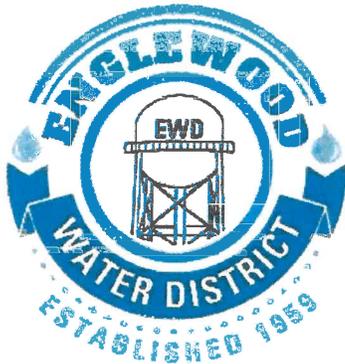
Disclaimer: Stantec assumes no responsibility for data applied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.

**Winchester Florida Ranch Lands**  
**Critical Area Plan - Sarasota County Locality Map**  
 February 2018

Stantec Consulting Services Inc.  
 370 Interlocken Blvd, Suite 300  
 Broomfield, CO 80021  
 tel: 303.410.4000  
 fax: 303.410.4100







**Board of Supervisors**

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

Roger K. Quick  
Administrator

**Englewood Water District**

201 Selma Avenue  
Englewood, FL 34223-3443  
Phone: 941-474-3217  
Toll Free: 866-460-1080  
Fax: 941-460-1025  
Email: [info@englewoodwater.com](mailto:info@englewoodwater.com)  
Website: [englewoodwater.com](http://englewoodwater.com)

May 3, 2018

Shelley Hamilton, Senior Planner  
Stantec Consulting Services Inc.  
6900 Professional Parkway East  
Sarasota, Florida 34240

Re: Winchester Ranch Future Development; Water, Sewer and Reclaimed  
Water Availability

Issued: May 3, 2018

Expires: May 3, 2023

Ms. Shelley E. Hamilton,

Approximately five of the six square miles of the Winchester Ranch Future Development are located within the Englewood Water District (EWD) Service Boundary. EWD will provide water, sewer and reclaimed water service to the portion of Winchester Ranch located within the EWD service boundary. While EWD does not have the capacity on hand today to provide these services to 10,610 dwelling units and 360,000 square feet of commercial use, EWD is prepared to work closely with the owner/developer to ensure treatment capacity will be available to this development.

Approximately one square mile of the Winchester Ranch is not within the EWD service boundary. While EWD is willing to negotiate service availability for this specific area, this portion of the project area falls within the City of North Port. EWD will not provide service to this area unless the developer annexes this area into the EWD boundary or if the City of North Port provides written permission to EWD to provide service to this portion of the project.

Sincerely,

Patrick Zoeller, P.E.  
Technical Support Manager

CC: Roger Quick, Administrator, EWD  
Raymond Burroughs, Assistant Administrator, EWD  
Keith Ledford, Jr., Utility Engineer, EWD  
Richard Newkirk, Utility Director, City of North Port Utility  
Department

# BOARD AGENDA ITEM SUMMARY 7d

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MEETING DATE: December 12, 2024

SUBJECT: Employee Handbook Update

CATEGORY:  Consent

Discussion

Action

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CONTACT PERSON: **Heather Bagshaw**

DEPT.: **Administration**

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ITEMS: **Employee Handbook Update**

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PURPOSE / JUSTIFICATION: **At the November 14, 2024, board meeting, it was discussed that the employee handbook needed to be updated and presented to the Board for approval. It was further requested that a redlined copy be provided for review. After discussions with the Human Resource Manager, the updated handbook is formatted differently than the previous version therefore a redlined copy would be difficult to produce. Senior staff has not completed its final review of the new version but intends to present the new handbook at the January meeting for Board review and comments. In the meantime, a copy of the current handbook is being provided.**

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MOTION: **To be determined**

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

Date: **December 4, 2024**

**Approvals:**

\_\_\_\_\_  
Interim Administrator

\_\_\_\_\_  
Finance

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

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

---

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

Attachment: **Current Employee Handbook**



## INTRODUCTORY STATEMENT

This handbook has been prepared to introduce you to the Englewood Water District, and is intended to provide a set of guidelines for your employment. This handbook supersedes any other prior versions of the Englewood Water District Handbook and any other policies and procedures previously distributed.

The information contained in this handbook is presented as a source of information and it is not, and should not be considered as, a contract. Your employment is terminable at will by either the Englewood Water District or you at any time with or without notice. No one at the District has any authority to make any promise to the contrary or to enter into any contract of employment with you or any other employee, except by written agreement designated as an employment contract, signed by the District Administrator and you.

One of your first responsibilities as a new employee is to be familiar with its contents. Please read this handbook carefully and keep it handy for future reference. This handbook is only a summary of our policies, so please review it with your supervisor or Human Resources if you have any questions. After you have reviewed the handbook, please sign the Acknowledgment and Receipt on the next page and return the signed copy to Human Resources.

Personnel policies, procedures and benefits are affected by changes in applicable law, regulations, economic conditions and the way that the Englewood Water District does business. Therefore, the Englewood Water District reserves the right to revise, supplement, or rescind any policies or portion of the policy manual from time to time, as it deems appropriate, without prior notice to you.

# GENERAL POLICIES

## Sexual and Other Harassment

The District provides equal employment opportunity to all employees and applicants. This means that all employment decisions, including hiring, placement, discipline, promotion, leave of absence, job assignment, compensation, transfer, layoff, recall, and termination and access to benefits and training, are made without regard to race, color, creed, religion, sex, sexual orientation, alienage, citizenship status, marital status, status as a Vietnam era veteran, national origin, age, handicap, disability, or any other characteristic protected by federal, state, and/or local law.

Equal employment opportunity also encompasses The District's commitment to maintaining a work environment that is free of harassment. The District will not tolerate harassment of any type, whether based on sex, sexual orientation, gender identity, race, color, national origins, religion, age, military service, disability, genetic information, or any other characteristic protected by federal, state, or local laws. Employees who feel they have been harassed, are working in a hostile environment, or have observed harassing behavior at work are encouraged to contact the HR office. Supervisors who observe harassment or discrimination, including based on sexual orientation or gender identity, must report this to the HR.

1. Reporting Complaints of discrimination or harassment:
  - a. Englewood Water District encourages and expects every employee to report incidents of discrimination or harassment, whether they are directly involved or are merely a witness.
  - b. Once the matter has been reported, a prompt investigation will be conducted and, to the extent that it does not compromise the integrity of the investigation, confidentiality will be maintained concerning the allegations. Should the investigation establish that an individual has engaged in conduct prohibited under this Policy, disciplinary action warranted by the results of the investigation will be taken against the offending employee(s).
  - c. Employees who fail to cooperate with an investigation, or who knowingly provide false information in connection with a complaint or an investigation, will be subject to discipline as well.
  
2. Prohibition Against Retaliation:
  - a. Englewood Water District prohibits and will not tolerate any form of retaliation against an employee who has filed a complaint in good faith or an employee who, in good faith, has cooperated or participated in an investigation of a complaint. If you have filed a complaint, or have participated in an investigation, and believe that you are being or have been retaliated against, you **MUST** immediately report this matter to one of the persons mentioned above in the sub-section titled "Reporting Complaints of Discrimination or Harassment."

## **Workplace Violence**

1. The District will not tolerate violence of any type in the workplace. Any suspicion or incident of workplace violence must be reported to the Administrator, the Human Resources Department or the Employee's supervisor immediately, All alleged incidents of workplace violence will be investigated immediately. Any employee who is involved in perpetrating an incident of workplace violence will be discharged.
2. Any employee who believes that police assistance may be needed in order to avert a potential incident of workplace violence must dial 911 to contact the County Sheriff's Department immediately!
3. Employees should be alert to the potential for workplace violence. Employees should seek immediate assistance in such situations. If the situation cannot be defused, employees should escape from the immediate threat. Any such incidents must be reported to the Administrator, the Human Resources Department or the Employee's supervisor immediately.
4. Employees are expected to cooperate in the investigation of any such incidents and should provide their supervisor and the authorities with all information related to the incident.

## **Unauthorized Substances and Alcohol**

1. Employees are prohibited from use, possession, transportation, sale, dispensing, distribution, or manufacture of alcoholic beverages and unauthorized controlled substances during paid working hours, unpaid meal periods, paid rest periods, paid time on call out "stand-by", and time spent on Englewood Water District property (including parking lots) both prior to the start and after the completion of any paid working hours. Employees are further prohibited from being at work while under the influence of alcoholic beverages.
2. Applicants are required to submit to a pre-employment drug screening. The Englewood Water District will not employ any applicant who tests positive for unauthorized controlled substances.
3. Employees may be required to submit to blood, urine or other medical testing to screen for the presence of unauthorized controlled substances or alcohol whenever a supervisor has reasonable suspicion to believe that an employee is under the influence of unauthorized controlled substances or alcohol. For purposes of this paragraph, "reasonable suspicion" will mean a belief that an employee is using or has used unauthorized controlled substances or alcohol in violation of policy based on specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience.
4. Persons employed in safety-sensitive positions or required to maintain a Florida commercial driver's license may be required to submit to one or more random drug tests as required by law or at the discretion of management. For purposes of this paragraph, the term "safety-sensitive position" means any position, in which a drug or alcohol impairment would constitute an immediate and direct threat to public health and safety.

5. An employee involved in a job-related accident that results in injury requiring medical care (other than routine first aid), or in any accident that causes damage to District property will submit to drug and/or alcohol testing as required by the Administrator.
6. Refusal of any employee to submit to searches or to submit urine or blood samples will result in appropriate disciplinary action up to and including termination of employment.
7. The refusal of an employee to seek treatment for a substance abuse problem may be cause for disciplinary action or termination.

### **Duplication of Keys or Breach of Security**

1. Duplication or distribution of keys, without proper authorization from the Administrator, that allow access to any District facility or sensitive material will be considered a breach of security and is subject to disciplinary action up to and including termination of employment.
2. Unauthorized release of passwords, combinations or information that degrades security or protection of sensitive information is strictly prohibited.

### **Possession of Weapons Per Florida Statute 790.06**

Employees are prohibited from the possession of firearms, explosives, or other weapons within District buildings, facilities or vehicles at anytime. However, an employee that has a proper concealed weapon permit may keep a firearm locked in a non-District vehicle parked on District property to the extent allowed by law.

### **Search of Public and Personal Property**

1. All property of the District, including vehicles, offices, lockers, desks, computer files, tape recordings, etc., are furnished to employees for use only as an incident of employment. The District specifically reserves the right of full access to this property and may search this property.
2. Employees are expected to exercise reasonable care to safeguard personal property brought to work. The District is not responsible for the loss, damage, or theft of any personal property. Employees personal property and vehicles on District premises is subject to search by the District, with or without the employee's knowledge or consent.

### **Outside Employment**

1. Full-time employment with the District is considered primary employment. Any employee wishing to engage in outside employment will notify their Division Manager who will request approval from the Administrator on the Notice of Outside Employment Form at least two (2) working days before the start of any such outside employment.
2. Such consent will not be unreasonably withheld. Factors which will be considered in determining whether to consent to such outside employment include, but are not limited to, whether there is a conflict of interest or whether there is a conflict with working hours.

3. Employees will not engage in outside employment activities on District time. District property will not be used for anything but District business.
4. If secondary employment subsequently affects the full-time employee's performance or attendance, or if a conflict of interest is subsequently discovered, the Administrator will, in writing, revoke his/her prior written consent and instruct the employee to cease the secondary employment. An employee's failure or refusal to cease secondary employment after such revocation of consent will constitute grounds for disciplinary action up to and including termination of employment with the District.

## **Political Activities**

1. As an individual, every employee retains all rights and obligations of citizenship provided in the Constitution and laws of the United States and of the State of Florida.
2. No employee will: take an active part in a political campaign during working hours; distribute or disseminate campaign literature while wearing a District uniform; or hold a public or political office, unless the employee is holding a public office unrelated to the District and such public office involves no interest which conflicts with, or activity which interferes with, his/her District employment.
3. Except as specifically provided in this Section, nothing in this Employee Handbook will be construed to prohibit any District employee from expressing his/her opinions on any candidate or issue, or from participating in any political campaign during his/her off-duty hours.
4. Employees are encouraged to conduct their permitted political activities in such a manner as not to interfere with their effectiveness as District employees.

## **Conflicts of Interest**

A conflict of interest and the appearance of a conflict are to be avoided. A possible conflict of interest arises whenever employees or relatives have an interest in a matter which may influence a decision or recommendation they may have to make in carrying out their job responsibilities or when activities of an employee of the District result in or permit the employee or a third party to obtain an improper gain or advantage. Employees may be periodically required to complete a Conflict of Interest Statement. In the event a potential conflict does arise, its nature and extent must immediately be disclosed, in writing, to the Administrator.

## **Use of Communications and Computer Equipment**

1. The District provides communications and data processing systems to employees for them to be used only as part of District employment. Exceptions to the general policy include emergencies or in special circumstances with prior supervisor authorization.
2. All District communication and data processing systems are the sole property of the District. Management may access and monitor employee communications and files at any time.

3. The Accounting Department will monitor the telephone bills for calls/communications that are not District business. Employees are required to obtain advance permission for long distance-toll calls from District telephones or to use other equipment for personal use. In addition, employees are required to reimburse the District for all expenses related to the personal use of District property.
4. Each employee is responsible for the care of all computer and communications equipment issued to or used by the employee to include computer hardware, software, computer peripherals, telephones and radios and other communications equipment. Any problems or difficulties with the equipment should be promptly reported to a supervisor.
5. To safeguard the integrity of the District's computer network systems, installation of unauthorized software or unauthorized use of internet sites is strictly prohibited.

## **Use of Vehicles**

1. An employee who is authorized by Management to use his/her personal vehicle for District business will be reimbursed at the rate per mile established by Chapter 112 of the Florida Statutes. A detailed log of official travel to include: departure time, place, arrival time, place, mileage, and purpose of trip must be reported. Authorization by Management must be in advance of the use and the employee must show proof of insurance when requesting authorization.
2. District vehicles will only be taken to an employee's residence if employee is "on call" and the vehicle will only be used for official business.
3. A person will not operate a motor vehicle, both District or personal, while manually typing or entering multiple letters, numbers, symbols, or other characters into a wireless communications device or while sending or reading data on such a device for the purpose of non-voice interpersonal communication, while on company time. For the purposes of this paragraph, a motor vehicle that is stationary is not being operated and is not subject to the prohibition in this paragraph.
4. All District vehicles may be equipped with GPS tracking devices.

## **Loss of Driver's License**

1. Employees in a position that requires the operation of a motor vehicle will possess and maintain a current and valid motor vehicle operator's license in the required class as issued by the State of Florida.
2. An employee's driving record must be acceptable to the District's insurance carrier.
3. An employee required to maintain a current and valid motor vehicle operators license who loses his license for any reason (e.g., suspension, expiration, physical loss of license, etc.) will report

such loss to his supervisor immediately, and will not be permitted to operate a motor vehicle or motorized equipment on the job until his driving license is restored.

4. When an employee loses their drivers license, management may at its sole discretion:
  - a) reassign the employee to appropriate non-driving responsibilities, if available;
  - b) allow the employee to use any accrued annual leave during this period;
  - c) place the employee on leave without pay or; dismiss the employee for being incapable of performing assigned duties.

## **Effect of Criminal Conviction**

An employee will notify their supervisor and/or Human Resources within 3 business days if the employee is convicted of, enters a plea of guilty or nolo contendere (no contest), or is incarcerated for a felony or a misdemeanor. Failure to provide timely notice as required by this Section will result in disciplinary action up to and including termination.

## **Removal of District Property**

Removal of District property, documents or equipment from the District premises without prior authorization of the employee's manager or supervisor is prohibited.

## **Exit Interview**

Employees that voluntarily resign or retire from District employment will be offered an exit interview conducted by the Human Resources Department. These interviews are normally held on the last day of employment.

## **References**

Reference letters for departing employees are not provided. The Human Resources Department will provide verification of employment if requested in writing by the former employee. All requests for references should be directed to the Human Resources Department and/or the Administrator. No other District employee has the authority to provide references for an employee unless approved by the Administrator.

## **Anniversary Dates**

1. An employee's anniversary date should be the employee's first day of work for the District.
  - a) When a leave without pay in excess of one (1) week is granted, the anniversary date will be advanced one calendar day for each calendar day the employee is on such leave.
  - b) Leaves that are provided under the Family and Medical Leave Act (FMLA) will not change an employee's anniversary date.

2. If an employee returns within 12 months of a break in service, the anniversary date will be calculated as if the break in service was leave without pay. In this case, previous employment time will be included when calculating benefits.

## **Vaccinations**

Any employee working wastewater lines, or at the wastewater facilities, or in the Laboratory, may be required, by the District, to take tetanus/typhoid or other appropriate vaccinations. Upon initial employment, employees will have the option to obtain vaccinations that may be considered job related but are not required. Determination of "job-related" vaccinations will be at the discretion of the Administrator. The costs of these vaccinations will be arranged through Human Resources and paid by the District.

## **Standard of Conduct**

The District's Standard of Conduct is to treat everyone as a valued customer. The purpose of the Standard of Conduct is to promote cooperative, efficient, and quality service. Divisions and departments must recognize that other divisions and departments are also their customers. The fundamental values that should guide conduct as District employees are:

- Democratic Citizenship- Compassion in the performance of duties and recognition of the dignity of all people.
- Honesty- The basis of trust and credibility.
- Professionalism- Proper conduct and appearance.
- Competence- Prompt and accurate performance of duties.
- Civility- The need for civility in all relationships to promote teamwork, civic cooperation, and a positive work environment.
- Integrity- Ethical conduct in all circumstances.
- Accountability- Assumption of responsibility for one's behavior and the quality of work performed.
- Fidelity- Commitment and dedication to the District, co-workers, and the public.
- Fairness- Impartial, and equitable treatment of others.
- Responsibility- Maintenance of the highest standards of services to all customers.

## **Tobacco Use**

To provide a safe and healthy environment for its employees and customers, smoking, dipping, e-cig or any other tobacco product is not permitted in District buildings or in vehicles. The designated smoking areas are generally outside toward the rear of the buildings. "smoke breaks" will only be part of regular breaks or lunch period. It is the smoker's responsibility to properly dispose of cigarettes to avoid a fire hazard and to keep the smoking area free from litter.

## **Employee Problem Solving & Complaint Procedure**

The District supports and stresses the use of the "chain-of-command" to disseminate and collect information, to clarify issues and to resolve problems. However, it is recognized that under some circumstances, an employee may prefer to speak to a higher level supervisor or the Administrator directly; by-passing the normal chain-of-command. The District has an open-door policy that allows any employee to schedule a meeting with any member of Management to discuss such issues.

## **Fit For Duty**

In order to insure the safety and maintain efficiency of all employees, to insure public safety and to reduce District liability, all employees are required to be in suitable mental and physical condition to be able to perform their assigned duties safely and satisfactorily.

An employee who must use a prescription drug while at work or is under the influence of a prescription drug while at work shall report it to their supervisor and Human Resources. If the use of the prescription drug may impair the employee's ability to perform his or her job safely, or cause the employee to become a direct threat to the safety and welfare of the employee and/or any other person may be required to provide a doctor's note stating the prescribed drug will not impair the employee from performing the essential functions of his or her job.

An employee may be required to take Annual Leave or other paid time-off if the supervisor believes the limitations or impairments may pose an unacceptable risk to the employee, other employees, the public or the District.

District managers, supervisors and Human Resource personnel shall protect the employee's privacy and maintain confidentiality of all medical related conditions. Failure to adhere to this requirement could possibly result in termination.

## **Medical Certification**

A supervisor may require an employee to furnish medical certification as to the cause of his/her sickness and their fitness to return to work before they return to work after an absence of 3 days.

# EMPLOYMENT POLICIES

## Equal Employment

The Englewood Water District does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex including sexual orientation, gender identity or status as transgender, national origin, age, disability, military service, genetic information or any other characteristic protected by federal, state or local law.

## Americans With Disabilities Act

As part of the commitment to being an equal opportunity employer, the District will comply with the Americans with Disabilities Act. The District will not discriminate in regard to job application procedures, hiring, discipline, compensation, advancement, training or any other term of employment against a qualified individual with a disability who can perform the essential functions of a job with or without reasonable accommodation. The District will make reasonable modifications or adjustments to a job or to the work environment which will enable a qualified applicant or employee with a disability to perform essential job functions so long as such accommodations do not impose undue hardship on the District. If there are any questions concerning the application of this policy, please discuss them with your supervisor or with the Human Resources Department.

## Hiring Policy

It is the District's objective to hire the best-qualified individuals for each position. Selection is based on experience, capability, character, and a desire to perform at the highest level possible.

## Initial Employment

1. Prior to the initial employment of any person, the Human Resources Department will verify or have verified that a candidate meets the qualifications of the position being filled and is a citizen of the United States, a permanent resident alien, or an alien authorized to work in the United States by the U.S. Immigration and Naturalization Service.
2. After a conditional offer of employment a candidate must pass a physical examination (by a physician selected or agreed to by the Human Resources Department) and a pre-employment drug screening as required by the District. All conditional offers of employment must be approved by the Administrator prior to being offered to the selected candidate.
3. Employees rehired within twelve (12) months of leaving the District on good terms will not be considered initial employment except for purposes of Florida Unemployment Compensation Laws.

## **Orientation**

All new employees will receive an orientation from the Human Resources Department on their first day of employment which describes District policies and procedures and benefits, as well as to answer employee's questions. The employee will also complete all necessary paperwork needed for their personnel file.

## **Payroll**

The District requires direct deposit to an employee's bank or credit union account for payroll. Required deductions (Federal Income Tax, Medicare Tax, Social Security Tax and Wage Garnishments) will automatically be withheld from employee's pay. Elective deductions that benefit the employee, (for example dependent medical coverage) must be authorized by the employee in writing.

## **Employment and/or Supervision of Relatives**

No employee is permitted to employ, promote, advocate for employment or promotion or appraise or discipline any person who is a relative of that employee. No person will be employed in a position that is directly or indirectly supervised by a relative.

Relative is considered an employee's spouse, father, mother, documented surrogate parent, son, daughter, brother, sister, current father/mother-in-law, grandparent, grandchild, current son/daughter-in-law, step-mother/father, foster child, step-child or half brother/sister.

## **Benefit Eligibility**

1. Full time employees are eligible for health, dental, vision, and ancillary insurance coverage(s) effective the first day of the calendar month following the day the employee completes thirty (30) days of continuous employment. If the first day of employment is the first working day of the month, coverage will be effective the first day of the next month.
2. Part time employees become eligible for health, dental, vision, and ancillary benefits in the same manner as full time employees. Holidays, paid days, and personal days are awarded on a pro-rated basis based on the average number of hours worked per shift each week. Some benefits require an average of 30 hours or more of regularly scheduled work to be eligible.
3. Full-time and part-time employees are eligible for holidays and paid days off, effective his/her first day of employment.
4. Full-time and part-time employees are eligible to utilize annual leave, personal days, and delayed compensation after completing 90 days of employment.
5. Temporary employees are not eligible for any benefits.

## Performance Reviews

1. Performance Review Period.
  - a. All employees (New, or current in a new position) may receive a performance review by their manager at the end of thirty (30), sixty (60), and ninety (90) days.
  - b. New hire employees will receive a review after ninety (90) days and again at 180 days.
  - c. All employees will receive an annual appraisal by September 15<sup>th</sup> each year by their immediate manager.
2. The employee and manager will discuss the review in a face to face meeting.
  - a. The employee will be furnished a copy of the review, and a copy signed by both the manager and the employee will be placed in the employee's Human Resources file.
    - i. The signature of the employee will indicate only that the review has been discussed with the manager and does not imply agreement or disagreement with its contents.
    - ii. If the employee declines to sign, a written note to that effect will be made on the Human Resources file copy of the review by the manager.
3. If the performance rating is below average or is unsatisfactory, a written Performance Improvement Plan is required.
4. Receipt of a satisfactory or better appraisal is no guaranty of a merit increase

## Disciplinary Actions

Effective supervision and employee relations should avoid most matters which necessitate disciplinary action. The purpose of this section is not to restrict the rights of anyone, but to ensure the rights of all, and to ensure cooperation and orderliness throughout the District. Since each occurrence is different, the District retains the right to treat each employee on an individual basis, without creating a precedent. The Administrator or the Board of Supervisors has the authority to suspend any disciplinary action as a result of good behavior.

The following guidelines are not intended to be limitations upon the retained rights of the District, but merely as a guide.

1. Disciplinary action may be taken for any violation of the provisions of this Employee Handbook, District rules, Division safety rules and regulations, or other regulations, in addition to those specifically listed in this section.
2. Disciplinary action has the primary goal of correcting improper conduct or deficiencies, not to punish an offending employee. Disciplinary actions may include:
  - a. Verbal warning
  - b. Written warning
    - i. A Written Warning will document the offense committed.

- ii. It will be signed by the employee and the supervisor giving the warning. If the employee refuses to sign, a witness will verify that the notice was given to the employee.
    - iii. A copy of the warning will be given to the employee and the original will be placed in the employee's Human Resource file.
  - c. Suspension without pay (3 to 5 days)
  - d. Demotion
  - e. Termination
3. All suspensions, demotions and terminations will be coordinated by the Human Resources Department and will require approval by the Administrator.
- a. An employee will be notified at the time of imposing disciplinary action. In the case of an absent-without-leave employee, notification will be by certified mail to the employee's last known address.
  - b. A copy of the action will be placed in the employee's Human Resources file.

Offenses requiring disciplinary action are divided into three groups by degrees of severity. Consideration will be given to the severity of the offense, the cost involved, the time interval between violations, number of violations and the length and quality of the employee's service. Steps in the disciplinary process may be skipped based on the severity of the offense as listed above.

GROUP I OFFENSES are the least severe. A first offense will typically result in a verbal or written warning.

- Operating equipment or machines which the employee has not been assigned, or operating for other than assigned work.
- Wasting time, slacking, loitering, spending time on other than assigned duties, or leaving assigned work area during working hours without permission.
- Taking more than the specified time for lunch or breaks.
- Disregarding job duties or neglecting work during working hours.
- Reporting to work or working while unfit for duty possibly due to inappropriate attire, bad attitude or lack of sleep for example. (This offense is exclusive of the influence of alcohol or a controlled substance which is a Group III offense).
- Posting or removing any material on official bulletin boards or District property without authorization. Posting any work related material on any form of social media without authorization.
- Distributing written or printed material of any description on District premises unless authorized by the Administrator.
- Being discourteous to others while in the performance of duties.
- Violating a safety rule or safety practice.

- Failing to report an accident or personal injury in which the employee was involved while on the job.
- Engaging in horseplay, scuffling, wrestling, malicious mischief, distracting the attention of others, cat calls, demonstrations on the job, or similar types of disorderly conduct.
- Creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
- Failing to keep the Human Resources Department notified of proper address and telephone number.
- Use of cellular phone while driving a District vehicle.

GROUP II OFFENSES are more severe than Group I. A first offense could possibly result in termination.

- Threatening, intimidating, coercing, or interfering with fellow employees or supervisors at any time, including using abusive language.
- Leaving assigned post at the end of the scheduled shift without authorization or without being relieved by the supervisor or the relieving employee on the incoming shift.
- Engaging in gambling or any other game of chance on District property or while on duty.
- Making or publishing false, vicious, or malicious statements concerning any employee, supervisor, the District, or its operations. This includes making statements concerning a violation of District policy without reporting such violations to the Department Manager or Administrator.
- Being absent from work without permission or leave.
- Carelessness which affects the safety of District personnel, equipment, tools, or property.
- Failure to provide timely notice of critical information to include, but not limited to, loss of license or receipt of a subpoena for a matter relating the District.
- Soliciting for any purpose on District premises or while on duty, unless authorized.
- Habitually reporting to work late.
- Failure to cease secondary employment after revocation of consent.
- Unauthorized installation of software or hardware or unauthorized use of Internet site.

GROUP III OFFENSES are the most severe and will typically result in immediate Termination.

- Provoking, instigating, or participating in a fight or perpetrating workplace violence.

- Wanton or willful neglect in performing assigned duties.
- Deliberate misuse, destruction, or damage of any property.
- Receiving anything of value in the course of work, when given in the hope or expectation of receiving preferential treatment than that accorded other persons.
- Unauthorized use of District equipment, property, computers, communication devices, etc.
- Entering false information on any timecard or worksheet or requesting anyone else to do so.
- Falsifying personal or District records or reports.
- Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits or Workers' Compensation.
- Insubordination by refusing to perform lawful work assigned, or to comply with lawful written or verbal instructions of a supervisor.
- Possession of firearms, explosives, or weapons on District property, in District vehicles at anytime or while on duty regardless of location unless authorized by the Administrator.
- Theft of District property or removal from premise of District property, equipment or records without proper authorization.
- Immoral, unlawful, or improper conduct, or indecency, either on or off the job.
- Abandonment of job.
- Failing to return from an authorized leave of absence.
- Knowingly breaching District security by duplication of keys, release of combinations or passwords that protect sensitive areas or information or other such acts.
- Drinking alcohol or use of controlled substances while on duty or reporting for work while under the influence of alcohol or controlled substance without medical authorization.
- Using or attempting to use political influence or bribery to secure favorable treatment.
- Being convicted of a crime, as defined by Florida Statutes, or any violation involving moral turpitude, while either on or off the job, which directly impairs the employee's ability to perform the functions of his position.
- Concerted curtailment, restriction or interference of District work including but not limited to, instigating, leading, or participating in any walkout, slow-down, or refusal to work at the scheduled time.

- Sleeping during duty hours, unless otherwise authorized.
- Retaliation against any person who complained in good faith about harassment.
- Creating a hostile environment or any other type of harassment.
- Knowingly making a false complaint of harassment.
- Failure to maintain qualifications required for a position.
- Any willful action which is clearly detrimental to the District.
- Failure to report if an employee may be limited mentally or physically due to injury, illness, medication (as examples but not limited to) or other factors beyond the employee's control. The employee must inform their supervisor and Human Resources of their potential limitations or impairments so that reasonable accommodations or changes in work assignments can be made if needed and if possible.

## **Grievances**

1. If an employee brings a grievance, it must be submitted to the Administrator in writing within 30 days of the event being grieved.
2. The Administrator will investigate the grievance within 10 business days and provide a written response to the employee.
3. The Administrator may appoint a Grievance Committee to investigate and determine the facts applicable to a grievance and make recommendations after its investigation and determination of facts.

## **Termination**

### Resignation

1. An employee who resigns is requested to provide notification to their supervisor and/or Human Resources in writing at least two (2) weeks in advance.
2. The District may either continue the employment of the employee, place him/her on administrative leave with pay until the effective date of resignation or terminate the employment immediately. An employee who is granted leave in conjunction with a resignation will not be allowed to earn leave credits during the leave period.

### Abandonment

The District may provide the employee with written confirmation of abandonment by delivering a copy to the employee, or by certified mail to the employee's last known address if the employee is absent from the job for 2 consecutive days without approval or permission.

#### Retirement

1. The vesting period for participation in the Florida Retirement System Pension Plan is six (6) years continuous service with the District for employees with a hire date prior to 7/1/2011 or eight (8) years for employees with a hire date after 7/1/2011.
2. The vesting period for participation in the Florida Retirement System Investment Plan is one one (1) year of continuous services.
3. Each employee must fulfill the requirements of the Florida Retirement System to be eligible.
4. No employee will be terminated solely based on age. FS 110.124 will govern separation based on age.
5. Only the Administrator may terminate an employee for cause.
6. An employee terminated for violation of District policy or abandonment of position will not receive compensation for accrued leave.
7. Terminations for a job related drug, substance, or alcohol abuse, will be in accordance with State policy on substance abuse.

#### Layoffs

1. Layoffs will be made in accordance with the needs of the District.
2. In the event a Layoff is needed, the District will attempt to give employees five (5) working days in advance of Layoff.
3. An employee who has completed their first 180 days and is separated due to layoff will be considered to have continuous service if re-employed within 12 calendar months from the date of separation.
4. An employee who is laid off will receive payment for any outstanding compensated absence, sick leave will only be paid out after ten (10) years with the District.

# COMPENSATION AND HOURS ADMINISTRATION

## Staffing Plan

The Administrator will establish and maintain a staffing plan (organization chart) for the District based on current District needs and budget requirements. The staffing plan is subject to periodic update, typically in conjunction with the budget process.

1. Positions will be established to best meet District needs. Job descriptions will be written by the Division/Departments and maintained by the Human Resources Department.
2. Position descriptions will include typical duties and responsibilities normally required of the position as well as minimum qualifications required by the position.
3. Each position will be assigned to a Pay Grade.
  - a. Pay Grades may be updated from time to time to be competitive with relevant labor markets to facilitate recruitment of new employees and to retain competent employees.
4. While duties and responsibilities will differ, it is intended that all positions within a Pay Grade will be at a similar level of difficulty or responsibility.

## Pay Plan

A District objective is to provide equitable and competitive salaries to its employees, and ensure equal pay for work of substantially equal value.

1. Pay Grades will include minimum, midpoint, and maximum rates of pay as approved by the Administrator consistent with Board guidance.
2. If the employee's present salary is at the maximum rate of the pay range, the employee will receive a lump sum payment, not added to an employee's base rate of pay, until such time as the pay range for the classification is adjusted upward.
3. Except as otherwise provided in this section, the pay for a newly hired or a re-hired employee will be at least the minimum of the pay grade to which the position is assigned.
4. The Administrator is authorized to grant a base rate of pay for a newly hired or rehired employee up to the midpoint of the range, if it can be documented that one or both of the following conditions exist:
  - a. The individual's qualifications substantially exceed the minimum qualifications established for the position.
  - b. The District has had difficulty in filling positions at the minimum of the pay range.
5. A higher base rate of pay above the midpoint within the salary range may be requested for a newly hired employee or an applicant by the Administrator, but will not become effective until approved by the Board.

## **Upward Salary Adjustments**

If a position is assigned to a higher pay grade, or when the minimum of the salary range is changed, all employees in the affected position will be reviewed to ensure affected employee pay is at or above minimum of the salary range.

## **Cost of Living Adjustments**

Any increase in pay applicable to all employees, such as a cost of living adjustment, is NOT consistent with a merit pay increase policy and is not anticipated.

## **Special Pay Increases**

In the case where sustained exceptional performance for an extended period exists which merits a pay increase or if special conditions merit a pay increase not provided for in these rules, the Administrator may approve a special pay increase subject to budget availability.

## **Bonus Payment**

In the case of exceptional performance for a limited period of time or for a specific project or if the employee is at the maximum of the Pay Grade, a one time bonus may be authorized by the Administrator subject to budget availability.

## **Reductions in Pay**

A reduction in base rate of pay is defined as an action by the Administrator where such reduction is a result of involuntary Demotion. Removal of on-call, Shift Differential, or temporary or special pay additives or other pay actions which are taken in accordance with applicable law to correct and recover overpayments, or reduction to the maximum of the pay range upon voluntary Demotion, will not constitute a reduction in pay due to unsatisfactory performance.

If a position is assigned to a lower Pay Grade, so that an employee's pay exceeds the maximum for that grade, the employee's pay rate shall be "red lined". This means the employee is not eligible for a Merit Pay Increase until the individual is promoted into a higher Pay Grade or until the maximum for the Pay Grade is increased.

## **Merit Pay Increases**

Merit pay increases will typically be October 1 as part of the budget process or as approved by the Administrator. Merit pay increases are not guaranteed each year.

An increase in pay in accordance with these rules will be effective at the start of the pay period following the effective date of the increase and is not retroactive except to correct an administrative error.

## **Promotion**

1. An employee who is promoted, constituted by a new job title or pay grade, will receive an increase in pay of a minimum of 5% or an increase to the minimum of the pay grade into which he is being promoted, whichever is greater.
2. All promotions must be coordinated with Human Resources and approved by the Administrator.
3. Lateral Transfers may be directed by the Administrator depending on the needs of the District and may or may not constitute a promotional increase in pay wage.

## **Assignment of Additional Duties**

1. A supervisor or the Administrator may assign an employee additional duties required by the District without an increase in pay.
2. An employee who is assigned substantially additional duties outside their job description may receive an increase in pay which does not exceed the maximum of their Pay Grade, provided that the increase is fully justified in writing by the Division Manager and approved by the Administrator.

## **Demotion**

1. An employee who is either voluntarily or involuntarily demoted into the position the employee occupied immediately prior to being promoted will receive the same pay as he/she was receiving immediately prior to promotion.
2. In no event will a demoted employee's pay be less than the minimum of the pay grade into which they are being demoted.

## **Hours of Work**

The purpose of this section is to provide a basis for calculating the number of hours of work and those hours which are to be paid at overtime rates. The Administrator or Division or Department Manager has the authority to establish, change, increase, decrease, initiate, restrict, or cancel shifts or work hours in order to meet the District's operational needs or to better service the public.

1. The basic workweek for full-time employees is 40 hours.
2. Payroll will charge employee accrued leave: personal days, compensatory time, delayed compensation holidays, or annual leave (in that order) to complete a 40 hour work week if needed.

3. For those positions that provide service to the public or are regulated by permit, established starting times and lunch schedules will be followed carefully to provide the best possible customer service and strict regulatory compliance.
4. Supervisors will assign work hours and stagger lunch periods and breaks to best meet requirements.
5. Employees whose job duties do not allow them to leave their place of duty must obtain permission from their supervisor to leave their place of duty, except for scheduled unpaid lunch breaks.
6. For those positions that do not provide direct service to the public or are not regulated by permit, supervisors will have greater latitude in establishing start times, lunch periods and quitting times.
7. Supervisors are authorized to approve reasonable employee requests to modify normal work hours within a single pay period.
8. Work must not be late or suffer in quality as a result of modified work hours.
9. Employees will be required to be present on their assigned job for the hours in their established workweek as established by their employment status, unless authorized to be absent from duty.
10. 2-Hr Minimum Rule (Call-In Emergency)
  - a. An employee who is called into work outside of their regularly scheduled hours or on a holiday will receive pay for time worked or a 2-hr minimum, whichever is greater. An employee called back into work within the same 2-hr window of previous call in start time will not constitute a new 2-hr minimum, but only extend the previous time worked.
  - b. Employees called-in to work for emergencies will be compensated at a rate of one and one-half times their regular pay wage.
    - i. Employees do not need to reach the 40-hour per week threshold to be compensated at overtime rate.
    - ii. Hours worked for call-in emergencies do count towards the 40-hr per week threshold for regular work time calculations.
11. On Mondays only
  - a. If an employee is called into work between the hours of 6:30 am to 4:30 pm these hours worked will be considered a regular work day and paid straight time for actual hours worked.
  - b. If an employee works within this time period, his/her manager may ask the employee to leave work early on Friday as long as a forty (40) hour work week is reached.
  - c. The two hour minimum call out does not apply unless the Monday is also a Holiday, then the two hour minimum rule applies.
12. Travel to and from home to the regular workplace will not be counted as hours worked.

- a. However, if an employee is called back to work after completion of their scheduled hours for the day, the employee will be credited with actual time worked, plus travel to and from home, or a minimum of two hours, whichever is greater.
13. An employee who has not left the regularly assigned workplace will NOT be eligible for a two hour minimum.
  14. Official travel and/or training required as an integral part of normal duties will be counted as hours worked up to 40 hours.
  15. Shift Differential
    - a. Employees assigned to work 2<sup>nd</sup> or 3<sup>rd</sup> shifts between the hours of 3:00 pm and 7:00 am will receive Shift Differential pay.
  16. On-Call Pay Supplement
    - a. Non-Exempt Employees required to be "on call" for handling emergency calls, out of regular working hours, will receive additional on-call pay as established by the Administrator and approved in the budget.

## **Lunch Periods and Breaks**

1. All employees will schedule a lunch period of at least thirty (30) minutes per day.
2. Lunch periods are paid.
3. If a non-exempt employee leaves the premises, the employee will "clock-out" and lunch period will be unpaid.
4. Employees may be allowed one fifteen (15) minute work break during the first half of their work shift and one fifteen (15) minute work break during the second half of their shift.
5. A work break is an integral part of the work shift while the employee is on the clock and present for duty.
6. An employee may not accumulate unused work breaks.
7. Employees will not be compensated for unused break time.
8. Work breaks will not cover a late arrival for duty or early departure from duty.

## **Time Cards and Record Keeping**

1. Non-Exempt employees are required by federal wage and hours laws to record their time worked on a time card.
2. Each employee is responsible for maintaining and accurately reporting their hours worked.

3. The time card is completed bi-weekly and signed by each employee.
  - a. Supervisors will review the time cards for general correctness and ensure the cards are submitted on time to the Human Resources Department.
  - b. If the employee makes an error when recording the hours worked, it must be brought to the attention of the employee's supervisor. The supervisor will then correct the time card.
4. Employees are strictly prohibited from entering time on another employee's card and from requesting another employee to enter time on his or her own time card.
5. The Human Resource department will keep a record of reported hours worked and authorized leave.

## **Overtime**

1. Non-Exempt Employees are required to work overtime when assigned by their supervisor.
2. Selection of employees for overtime will be made on a rotational basis whenever possible.
3. In the event an insufficient number of employees respond to an overtime request, then mandatory assignment will start with the least senior qualified employee within the affected classification and department or work unit.
4. Employees who refuse mandatory assignment without good reason will be subject to disciplinary action.
5. For all non-exempt employees, Overtime will be paid on authorized work, holidays, paid days off, and/or absences in excess of 40 hours per week (except for call-in emergencies. See separate rule on page 22).
  - a. Overtime rate is defined as one and one-half (1.5) times his/her regular rate of pay.
6. Authorized paid leaves of absences (for example; FMLA, Short-Term Disability, and Long-Term Disability) will not count towards hours worked and therefore are not calculated for overtime compensation.
7. Non-exempt employees must have prior approval from their Department Manager before they work overtime. However, overtime is approved if incurred as a result of not being properly relieved at the end of a shift.

## **Compensatory Time**

As a condition for use of compensatory time in lieu of overtime payment in cash, Section 7(0)(2)(A) of the Fair Labor Standards Act requires an agreement or understanding be reached between the supervisor and the individual employee prior to the performance of work. The District does not need to adopt the same agreement or understanding with different employees and does not need to provide compensatory time to all employees.

Where an understanding or agreement exists and a supervisor receives a request for compensatory time off, it will be honored unless the department manager anticipates that it would impose an unreasonable burden on the District's ability to provide service of acceptable quality and quantity during the time requested.

1. Compensatory time in lieu of cash will be given at a rate of one and one-half (1-1/2) times the number of hours that the employee works in excess of forty (40) hours in a single workweek.
2. Accrued compensatory time off will not exceed forty (40) hours at mid-year June 30, or forty (40) hours at the end of the year December 31.
  - a. The District has the right to require that the employee use their compensatory time or be paid on the last paycheck in June and December of each year.
  - b. Since compensatory time is accrued at 150% of time worked, it will be paid at the employee's regular hourly rate.
  - c. Compensatory time will not be carried past either of these two dates.
3. Upon termination of employment, an employee with unused compensatory time will be paid for the unused compensatory time at the employee's rate of pay, in effect on the day of termination.
4. Division Managers are responsible for monitoring the use of compensatory time.

## **Exempt Employees**

1. Employees in positions which are defined by the Fair Labor Standards Act as executive, administrative and professional are generally exempt from receiving additional pay for working overtime and are at "on call" status at all times.
2. Exempt employees are expected to work at least 40 hours per week, but are not entitled to additional payment for working overtime or to receive compensatory time in lieu of cash payments for overtime.
3. At the discretion of an exempt employee's supervisor or the administrator, the employee's normal schedule may be adjusted in consideration of having worked abnormally long hours.
  - a. If an exempt employee's supervisor determines that an adjustment in the employee's normal schedule be made in accordance with number 3 above, the employee may receive administrative leave with pay.
  - b. Administrative leave with pay must be requested by the employee's supervisor in advance and must be approved by the administrator.
  - c. Administrative leave with pay will only be granted in full day increments.
4. Exempt employees are eligible for overtime pay when the District is within a state or national declared disaster area and when recovery efforts require continuous operations. Exempt employee overtime must be authorized in advance by the administrator.

5. Exempt employees must work at least a 40 hour week or notify their Supervisor if they are working a modified day.

## **Continuous Service**

1. Continuous service is defined as employment with no break in service.
2. Previous employment will be included when calculating annual leave benefits when an employee has a break in service of less than one year.
3. An authorized leave of absence without pay will be considered a break in service with the exception of leaves that are provided under the Family and Medical Leave Act (FMLA) to avoid violating the law.

# **ATTENDANCE AND RECORDS**

## **Personnel Records**

1. The Human Resources Department will establish and maintain all records required by District rules to substantiate compliance with Human Resources legal requirements.
2. Each employee is responsible for reporting changes in personal status (name, address, telephone number, dependents, etc.). Each employee must report any changes to their supervisor and to the Human Resources Department.
3. A personnel file for each employee will be maintained in the Human Resources Department, which will include, but not be limited to:
  - a. Employment application, job description, and all applicable district paperwork as required by state or federal regulations.
4. Any medical information, reports or benefit enrollment information will be kept in a separate file for each employee.
5. Any disciplinary actions.
6. A record reflecting each employees status changes including position, rate of pay, leaves of absence, educational, and any other personnel transactions pertinent to the employment record.
7. Any correspondence directly related to the employee's record or employment.
8. All performance reviews.
9. Employees may inspect their personnel file as provided in Chapter 119 of the Florida Statutes.

- a. Employees are requested to provide at least one day advanced notice in writing to the Human Resources Department of their desire to review their personnel file.
  - b. Personnel records will be made available for inspection within a reasonable amount of time and during normal work hours.
  - c. The inspection will be conducted in the Human Resources Department under the supervision of Human Resources or designee.
10. Employees may respond in writing to any materials in their personnel file they consider to be detrimental.
- a. Any written responses will then be placed in the employee's personnel file.
11. Requests to inspect personnel records by persons other than the employee will be handled pursuant to Chapter 119 of the Florida Statutes.

### **Position Classification Records**

- 1. A copy of each current job description will be maintained for each position.
- 2. Organization charts will be reviewed on an annual basis as part of the budget process.

## **BENEFITS**

To receive benefits, an employee must be eligible to receive benefits as specified in Benefit Eligibility on page 12.

### **Holidays**

The following 9 holidays will be observed and paid:

New Year's Day	Martin L King Day	Presidents' Day
Memorial Day	Independence Day	Labor Day
Veterans' Day	Thanksgiving Day	Christmas

- 1. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.
- 2. Full Time employees will be paid the hours equal to their scheduled shift at their regular pay wage for each of the holidays listed.
- 3. Part-time employees will be paid the four hours on the holiday listed.
- 4. Each employee will be given all District holidays off with pay if the workload is such that the employee's work can be discontinued on the holiday.

5. If an employee works (scheduled or call-in) on a paid holiday, that employee will be compensated at one and one-half (1.5) times his/her regular rate of pay for the hours worked regardless of the total number of hours worked during that pay week.
  - a. Hours worked on a holiday will count towards the overall total hours for the week in calculating overtime.
  - b. If holiday hours actually worked are also overtime, overtime will be calculated at a rate of one and a half (1.5) times his/her holiday rate of pay for hours worked over 40.
6. In addition to holiday pay listed above, an employee who is called in to work for an emergency on the holiday will receive Delayed Compensation time for the number of hours actually worked.
7. If a holiday is observed on an employee's regular day off, the employee will receive delayed compensation time up to the hours of a regularly scheduled shift.
8. Employees on approved leave with pay when holidays are observed, will not have such days charged against their accrued leave credits.
9. Holidays that occur during a leave of absence without pay are not paid time.

## **Paid Days Off**

The following two (2) days are considered paid days off (these days are not holidays):  
Friday after Thanksgiving and Christmas Eve.

1. A non-Exempt employee who works on a non-holiday paid day off will receive regular pay for hours worked and delayed compensation time equal to the number of hours actually worked.
  - a. Should the employee not work their full scheduled shift on a paid day off, will receive the difference in hours worked versus scheduled shift in paid time for that day.
  - b. Employees will not receive compensation for unused Paid Days Off time upon termination of employment for any reason.

## **Delayed Compensation Time**

1. Employees who are not scheduled to work an observed holiday, will receive their regularly scheduled number of hours in Delayed Compensation time.
2. Employees who are called in to work an emergency on a holiday, will receive Delayed Compensation time for the hours equal to the number of hours they physically worked.
3. Employees who are scheduled to work on a holiday, will not receive Delayed Compensation time in addition to holiday pay as outlined above.
4. Delayed Compensation time does not expire, but will not be paid out upon employee termination.

## Personal Days

1. On the first work day of January each year, all Full Time employees will be given two personal days off. Personal time off will only be used with the prior approval of a supervisor.
2. On the first work day of January each year, all Part Time employees will receive one personal day.
3. New employees who have not reached 90 days of employment on the first work day of January of any year will accrue the personal days but will not be eligible to use the personal days until the initial 90 days of employment have been completed.
4. Employees who are hired after the first work day in January of each year will receive pro-rated personal days depending upon their hire date but will not be eligible to use the personal days until the initial 90 days of employment have been completed.
  - a. The 2 days will be pro-rated based on a 365 day year and rounded to the nearest hour.
5. Bonus personal days may be approved by the Administrator to recognize exceptional performance.
  - a. No employee should receive more than five (5) personal days within a calendar year.
6. Personal days expire December 31.
7. Personal days are not paid out upon termination.

## Annual Leave

To avoid employee "burn-out" it is the District's policy that eighty hours (80) of time off is to be used annually. The rules that follow are intended to promote this policy.

Years of Service Completed	AL Accrual Rate	Total # of AL Hours Accrued per Year	One Time Credit of AL Hours at Completion of Previous Tier
>5	6.16	160	
5-9	7.70	200	40
10-14	8.46	220	20
15-19	9.23	240	20
20-24	10.77	280	40
25-29	11.54	300	20
30+	12.31	320	20

1. Part-time employees will earn annual accrued leave at half rate of full-time employees.
2. Annual leave cannot be taken until it is accrued.

- a. New employees start to accrue leave from first day of employment, however, it can not be taken until the employee has completed 90 days of employment.
3. Upon completion of each tier of service, employee will be awarded a one-time bonus amount of hours into their Annual Leave bank.
4. For purpose of calculating annual leave accrual rate with the exception of leave taken in accordance with the FMLA, breaks in service will not be included in determining the total years of service.
5. During leave of absence with pay, annual Leave time will continue to accrue.
6. During any break in service, annual Leave time will not accrue.
7. Annual leave earned during any pay period will be credited on the last day of that pay period, or in the case of termination, on the last day the employee is on the payroll.
8. The accrued annual leave time maximum allowed is eight hundred hours (800).
9. Use of Annual Leave:
  - a. Annual Leave time off will only be used with the prior approval of a supervisor when possible.
  - b. Accrued delayed compensation time must be used before using accrued annual leave time.
  - c. Upon reasonable notice, the District may require an employee to use any part of their accrued Annual Leave.
10. Payment for Unused Annual Leave:
  - a. Payment for unused annual leave can be made upon voluntary termination of employment after twelve (12) months of satisfactory service.
    - i. If employment with the District is terminated due to employee misconduct or a violation of any District policy, the employee will not receive payment for any unused Annual Leave time.
    - ii. The maximum amount that the District will pay cannot exceed eight hundred hours (800).
11. Annual Leave Buy Back
  - a. An employee may apply for payment of excess accrued annual leave time once each six (6) month period.

- b. The maximum annual leave hours an employee may elect to “sell-back” will not exceed 150 hours per six (6) month period.
- c. To be eligible for a cash payment for excess annual leave time, the employee must have used a minimum of 80 hours of annual leave time off in the 12 months immediately prior to the application and must not reduce the remaining balance below eighty (80) hours.
- d. Payment for excess accrued annual leave time will be made at the employee’s current pay rate at the time of application and processed with the next regular payroll run.

## **Annual Leave Donation**

Employees are eligible to give and receive annual leave donations from other employees. Annual leave donated will equate to number of hours and based on receiving employees base rate of pay. Please see Human Resources for more details.

## **Parental Leave**

All employees are allowed up to two (2) weeks of paid leave directly following the birth or adoption of a child.

## **Workers' Compensation Leave**

1. Employees who are incapacitated due to injury in the course of performing their District duties will be entitled to benefits under the Workers' Compensation Law of the State of Florida (Chapter 440 of the Florida Statutes.)
2. The employee will be required to use accrued annual leave, donated annual leave, compensatory, or personal days to make up the difference between Workers' Compensation payments and the employee's regular salary.
  - a. In no case shall the total of the leave payments and the Workers' Compensation payment exceed the employees regular salary.
3. Payments for medical, surgical, hospital, nursing, or related expenses, or lump sum, or scheduled payments of disability losses are not considered as salary payments.
4. If the employee uses all earned or donated leave time in accordance with above, the employee will be placed on administrative leave without pay for a period not to exceed 12 months, and will revert to normal Workers' Compensation benefits and no longer receive earned leave credits.

## **Family and Medical Leave Act**

The Family and Medical Leave Act of 1993 (FMLA), amended by the implementation of new family leave entitlements enacted under the National Defense Authorization Act of 2008, provides covered

employees with an entitlement to 12 workweeks of unpaid leave during any 12-month period for certain family and medical reasons. As a general rule, full-time and part-time employees are covered if:

1. They have 12 months of service in the personnel system in which they are currently working (Federal or Trust), and
2. 1,250 hours over the previous 12 months, in appointments which were not limited to one year or less.
3. The 12 months are not required to be recent or consecutive.
4. Employees serving under appointments limited to one year or less, or under intermittent appointments, are not covered.
5. FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:
  - a. For incapacity due to pregnancy, prenatal medical care or childbirth;
  - b. To care for the employee's child after birth, or placement for adoption or foster care;
  - c. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
  - d. For a serious health condition that makes the employee unable to perform the employee's job.

#### Military Family Leave

1. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies.
2. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
3. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period.
  - a. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.
4. Under certain conditions, FMLA may be taken intermittently, or employees may work under a reduced work schedule by taking family and medical leave for part of each workweek.
  - a. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations.
  - b. Leave due to qualifying exigencies may also be taken on an intermittent basis.

- c. An employee may elect to substitute other paid leave, as appropriate, for any of the 12 weeks of unpaid leave under the FMLA. Current law and regulations governing granting and using annual and sick leave (including advanced leave) apply.

#### Job Benefits and Protection

1. During FMLA leave, the employee may continue health benefits coverage; however, for periods of unpaid FMLA leave, s/he will be responsible for paying the employee contribution upon return to work.
2. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.
3. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### Advance Notice

1. An employee is required to provide notice of his or her intent to take family and medical leave to HR and his/her supervisor not less than 30 days before leave is to begin when the leave is foreseeable.
2. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with normal call-in procedures.

#### Medical Certification

1. The District may require medical certification for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the employee.
2. Employees must provide sufficient information for the employer (HR) to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave.
3. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider; or circumstances supporting the need for military family leave.
4. Employees also must inform the employer (HR) if the requested leave is for a reason for which FMLA leave was previously taken or certified.
5. Employees may also be required to provide periodic recertification supporting the need for leave.

**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

For incapacity due to pregnancy, prenatal medical care or childbirth;  
To care for the employee's child after birth, or placement for adoption or foster care;  
To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or  
For a serious health condition that makes the employee unable to perform the employee's job.

**Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

**Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

**Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

**Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

**Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

**Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. when 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosure.**

## **Administrative Leave Without Pay (Non-FMLA)**

An employee who is under formal investigation by the District or courts for violation of a rule or statute for which termination is a penalty, may be placed on administrative leave by the Administrator without pay, when the employee's absence from the work location is essential to the investigation.

1. Administrative leave without pay for reasons not covered by the Family and Medical Leave Act of 1993 (29 U. S. C. 2611) may, upon written request, be granted for personal reasons for a period not exceeding twelve (12) calendar months.
2. This is provided the District decides such leave to be justified and not detrimental to the operations of the District, and after first using all accrued leave.
3. The leave requires approval by the Board.
4. No annual leave, holidays, seniority or other time related benefits will be earned by an employee for the time that they are on administrative leave without pay.
5. An employee will not be granted salary increases at any time while on administrative leave without pay.
6. Health, dental, vision, voluntary life, and salary continuation insurance benefits for an enrolled employee and their enrolled dependents may be continued for up to the first six (6) months of a non-FMLA authorized leave of absence without pay.
  - a. An employee who wishes to continue insurance coverage during an authorized non FMLA leave of absence without pay will notify the Human Resources Department 30 days in advance of such leave of absence and make arrangements for payment of their regular payroll deductions for insurance coverage on a monthly basis or for a lump sum payment in advance equal to the authorized length of their leave of absence to a maximum of 6 months.
7. Administrative leave without pay will be considered a break in service.

## **Compulsory Disability**

If the Administrator believes that an employee is unable to perform assigned duties due to illness or injury, the Administrator may take appropriate action to place the employee on administrative leave with or without pay.

## **Bereavement Leave**

An employee, upon request, will be granted up to forty (40) hours of administrative leave with pay, used in consecutive work days, upon the death of any member of the employee's immediate family.

1. Immediate family is defined as the spouse, grandparents, parents, surrogate parents, brothers, sisters, children, grandchildren of both the employee and the spouse.
2. Bereavement leave must be taken within five (5) calendar days of the death or funeral unless approved by the administrator.

3. An employee requesting bereavement leave is required, within ten (10) calendar days of the bereavement leave, to provide the Human Resources Department with verified proof of death of an "immediate family member".
  - a. Bereavement leave will not be withheld pending submission of the proof of death. However, an employee who does not submit the proof of death will immediately reimburse any and all compensation they received for time they were absent and can be charged annual leave time.
4. Leave granted because of the death of someone other than an employee's immediate family will be assessed as annual leave.

## **Parental Leave**

Employees are granted up to 2 weeks (80 hours) of paid parental leave upon the birth or adoption of a child.

## **Jury Duty**

Employees who are required to perform jury service during scheduled work hours will be paid their appropriate rate of pay for the actual hours they are required to be absent from scheduled work not to exceed eighty (80) hours within a calendar year.

1. Employees receiving a summons for jury duty must immediately notify their supervisor and provide a copy of the court summons to the Human Resources Department. Any employee who fails to do so will not be paid for the time he/she is absent from work.
2. If an employee is required to report for jury duty three (3) or more hours after their scheduled shift begins, the employee will report to work before responding to jury duty. Employees will return to work after being released from jury duty if two (2) or more hours remain in their scheduled shift.

Administrative proceedings and other court appearance guidelines are described later in this handbook .

## **Insurance**

### **Employee Pre-Tax Flexible Benefit Plan**

1. In order to provide equal pre-tax compensation for equal work independent of marital or dependent status, the District has established a pre-tax flexible benefit plan. The flexible benefit amount is subject to change based on Board guidance and budgetary constraints.
2. This benefit will begin after thirty (30) days of initial employment.
3. No cash payments to employees will be made from this bi-weekly pre-tax benefits salary additive. It may only be used toward purchase of any of the following pre-tax benefits:
  - Health Insurance Coverage

- Dental Insurance Coverage
- Vision Insurance Coverage
- 401K Contributions
- AFLAC

**NOTE: ENGLEWOOD WATER DISTRICT REQUIRES THAT ALL ELIGIBLE EMPLOYEES MUST BE COVERED BY GROUP HEALTH INSURANCE. IN ORDER TO WAIVE EWD HEALTH PLAN BENEFITS, EMPLOYEES MUST BE COVERED BY A SPOUSE'S GROUP HEALTH PLAN. YOU MUST PROVIDE CONFIRMATION THAT YOU ARE COVERED AND WILL REMAIN COVERED BY GROUP HEALTH INSURANCE EQUIVALENT TO THAT AVAILABLE THROUGH THE DISTRICT.**

#### Major Medical Coverage

1. Benefit-eligible employees working at least thirty (30) hours each week are eligible for major medical.
2. Employees may elect coverage for their spouse and dependent children.
3. Benefits received under the health benefits plan will be coordinated with benefits from any other plan.
4. Coverage terminates on the employee's date of termination.
  - a. An employee who returns within three (3) months of terminating their employment with the District will have their coverage reinstated on the date they return to work. Conversion privilege is available to all employees upon termination through COBRA. Consult the Human Resources Department for further information.
5. Upon retirement from Englewood Water District, employees with 30 years or more of service are eligible for up to \$500.00 per month subsidy for health, dental and/or vision insurance toward the current health insurance plans in place until they reach 65 years of age. The monthly premium is paid by EWD, the premium difference must be paid by the retiree no later than the 15<sup>th</sup> of the month prior to the coverage month.

#### Dental Coverage

1. Benefit-eligible employees working at least 30 hours each week are eligible for dental coverage.
2. Employees may elect coverage for their spouse and dependent children.
3. Conversion privilege is available to all eligible employees upon termination through COBRA.

#### Vision Coverage

1. Benefit-eligible employees working at least 30 hours each week are eligible for dental coverage.
2. Employees may elect coverage for their spouse and dependent children.

3. Conversion privilege is available to all eligible employees upon termination through COBRA.

#### Salary Continuation Insurance (Short/Long Term Disability Insurance)

1. All benefit-eligible employees working at least thirty (30) hours each week are provided nonwork related short term and long term salary continuation coverage, premium paid 100% by the District.
2. An employee who has a non-job connected injury or illness will be required to use accrued compensatory time, annual leave or personal time to make up the difference between short term medical disability insurance payments and the employees regular salary.
3. In no case shall the total of the leave payments and the short term medical disability payment exceed the employees regular salary.
4. After the employee has used all his/her accrued time, the District may place the employee on administrative leave without pay.
5. When the employee becomes eligible for long term disability, the employee may be paid any remaining or unused accrued time and employment may be terminated.

#### Group Life Insurance (District paid and Voluntary)

1. Benefit-eligible employees working at least 30 hours each week are provided coverage, premium paid 100% by the district.
2. Coverage is limited to 1X the employees salary.
3. Benefit-eligible employees working at least thirty (30) hours each week are eligible for voluntary life coverage.
  - a. Employees may elect coverage for their spouse and dependent children.

#### Ancillary Benefits

1. AFLAC is available to benefit-eligible employees working at least 30 hours each week. Specific plans allow employees to elect coverage for their spouse and dependent children.
2. YMCA membership is available to all employees only with monthly membership rate being paid 100% by the District.
3. Legal Shield- Identity theft protection is available to benefit eligible employees and their family.
4. Medical Reimbursement Plan (FSA) is available to benefit eligible employees working at least 30 hours each week. Benefits and contribution amounts are subject to IRS limitations.

#### Retirement / 401k

### Florida Retirement System (FRS)

1. The District has been a member of the Florida Retirement System since May 1, 2003. A percentage of each employee's salary is paid each month to the Florida Division of Retirement.
2. This contribution percentage is governed by the State and is reviewed annually. An employee is vested for retirement benefits per FRS rules. Details regarding this benefit may be obtained from the Human Resources Department.

401k retirement plan is available to all employees effective employees date of hire.

1. Employees may contribute up to the IRS allowed maximum per calendar year on a traditional or roth contribution basis.

### **Conferences and Training**

In cases where it may be beneficial to the District or may contribute to the effectiveness of the employee's performance, an employee may be granted administrative leave with pay to attend conferences or training.

### **Education (Degree or Diploma Programs)**

Continued education is encouraged by the District. The District will consider requests by the employee for job related courses provided:

1. Request is made in writing by the employee to their supervisor, with favorable recommendation of his/her supervisor, which must include how the proposed course will improve the job performance of the employee or benefit the District. The request will be processed by the Human Resources Department.
2. The Administrator will review the request and approve or deny the request.
3. The financial assistance will cover tuition, books, and school fees, provided a "C" or better average is achieved in the course work.
4. Failure to complete the course in a satisfactory manner (grade of "C"), or resignation from the District prior to one (1) year after completion, will result in the funds being deducted from the employee's paycheck.

### Examinations

1. An employee may be granted administrative leave with pay for the purpose of taking elective examinations which are related to his/her employment with the District.
2. Administrative leave with pay requires the approval of the Administrator.

3. Required license examination fees will be paid initially by the District two (2) times, however subsequent exams for the same test must be paid by the employee.

## **Required Licenses**

The District will pay for licenses required/recommended by the Florida Department of Environment Protection pursuant to the operation of a water/wastewater utility. Costs covered include classes, study materials, tests and associated travel.

1. On successful certification, the employee will receive a pay increase of (maximum of 3% or minimum of pay grade whichever is greater) retroactive to test date.
  - a. If the employee is promoted (position title change) as a result of the certification, the 3% increase will not be in addition to the 5% promotional increase.
2. A single employee may receive a maximum of three (3) each, 3%, certification increases.
3. Licenses must be maintained to retain the Incentive Pay. Licenses held on the date of Initial Employment are not eligible for incentive pay.

## **Natural Disasters or Other Emergency Conditions**

1. When the Governor, the Board of Supervisors or the Administrator declares an emergency, the Administrator will have the responsibility for determining whether affected facilities or portions located in the area covered by the emergency are to be closed.
2. Except for employees determined by the Administrator to be necessary for providing essential services, employees assigned to facilities, which have been closed, will be released from duty and granted administrative leave with pay for the period the facility is closed.
3. Employees who are required to remain on duty to provide essential services will be granted special compensatory leave credits for the hours worked during the period the facility is closed.
4. An employee on prior approved leave of absence or a scheduled holiday during the emergency, will not be granted administrative leave in lieu of prior scheduled leave.
5. If the Governor does not specify an ending time and date for the emergency situation, the Board of Supervisors or the Administrator will have the authority and responsibility to determine whether the facilities, or any portion thereof, are affected by the emergency and are to be re-opened.

## **Other Benefits**

Safety Equipment, Protective Clothing and Uniforms

1. New employees will receive and sign for initial uniform, safety and protective clothing appropriate for their position.
2. Some items will be indicated as expendable, such a paper masks and paper coveralls, and will be replaced as they are used.
3. Those items which are non-expendable will be maintained by the employee.
  - a. Non-expendable items may be replaced on an exchange basis when no longer serviceable as a result of normal wear and tear in the performance of official duties.
4. The Operation Division Manager in conjunction with the Safety Officer will maintain a current list of Safety Equipment and Protective Clothing required for each Job Description.
5. The Operations Managers will maintain a current list of uniforms, protective clothing and footwear required for each Job Description.
6. The clothing lists are subject to Administrator approval.
7. Clothing purchased at District expense is for the sole purposes of employee identification, when duties will routinely incur excessive soiling of the clothing or for the protection of the employee.

An annual allowance for applicable position descriptions will be available to applicable employees to replace uniforms, protective clothing and footwear initially issued by the District due to fair wear and tear.

1. The amount of the annual allowance will be approved by the Administrator.
2. Replacement of uniforms, protective clothing and footwear must be approved in advance by the immediate supervisor, replacements must meet District standards.
3. Reimbursement of replacement purchases will require a receipt and proof of items purchased. Reimbursements will not exceed the annual allowance amount for the Job Description.
4. The District may prescribe the appropriate uniform or apparel for any employee.
5. All Safety Equipment, Garments, Uniforms and Protective Clothing will be returned to the District when the employment with the District is terminated or when there is a change in position that does not require the furnishing of the items.
6. Footwear will not be returned.
7. Laundry service or an allowance may be provided when it is determined by the Administrator to be in the best interest of the District.
8. Other specialty protective clothing or equipment may be supplied by the District when required for a specific task or on an as-needed basis.

## **Administrative Proceedings**

If an employee is subpoenaed or directed by the Administrator to appear and testify on behalf of the District at any administrative proceeding, the employee will receive his/her regular hourly rate for all hours spent in such administrative hearing.

In general, when an employee voluntarily appears and testifies at an administrative proceeding, they are ineligible for any pay or compensation for time spent at the proceeding unless provided for by law. However, an employee may use compensatory leave, personal leave or Annual Leave for such appearances.

#### Court Attendance

1. If an employee is subpoenaed or directed by the Administrator to appear and testify at a court proceeding or is subpoenaed by a third party to appear and testify concerning a matter in which the employee's involvement arose from his/her District employment, the employee will receive his/her rate of pay for all hours spent in the court proceeding. Employees will be paid for their involvement in the taking of a deposition pursuant to subpoena or direction by the Administrator or subpoena by a third party.
2. When an employee voluntarily appears and testifies at a court proceeding or deposition, they are ineligible for any pay or compensation for time spent at the proceeding or deposition. However, an employee may use compensatory leave, personal leave or Annual Leave for such appearances.

#### Employees as Defendants/Plaintiffs in Lawsuits

1. When an employee becomes a defendant or is a potential defendant in a pending or threatened lawsuit as a result of their District employment, they will disclose this information in writing to the District's attorney.
  - a. Such disclosure will be made through the employee's supervisor and will be submitted within forty eight (48) hours of receipt of summons and will provide the District's attorney with a copy of any summons, complaint or other notice received.
  - b. This disclosure from the employee must include the precise date, time, and manner of service of process or other notice, and will state whether the employee requests and authorizes the District's attorney to represent them in the matter.
2. An employee who becomes a plaintiff or defendant in a legal action not related to the performance of their District duties will not be eligible for pay under the provisions of this Article.
3. However, upon the employee's request, compensatory leave, personal leave or Annual Leave may be granted in such cases with the approval of the Administrator.

## **Elections**

An employee who lives such a distance from the assigned work location that it precludes voting

outside of working hours, may be authorized up to a maximum of two hours of administrative leave with pay for this purpose. An employee will not be granted administrative leave to work at the polls during elections.

## **EMPLOYEE ACKNOWLEDGMENT AND RECEIPT**

The Employee Handbook is a guide to the policies, procedures, and benefits of the Englewood Water District. This Handbook is intended to cover most situations involving the employment relationship that may arise, and to answer your questions. Please carefully read the statement below acknowledging your receipt and understanding of the information contained in the Employee Handbook. Please return this signed statement to the Human Resources Department on your first day of employment with the District.

---

I acknowledge I have received a copy of the Englewood Water District Employee Handbook which contains the rules, policies and procedures relating to my employment. I understand these rules, policies and procedures are important and I am responsible for reading and understanding the contents of the Employee Handbook.

I acknowledge this Employee Handbook is provided for my information only and does not constitute a contract of employment with the Englewood Water District. I understand the Handbook and/or any of the rules, policies, procedures, and benefits it describes may be modified, revoked, suspended, terminated, or changed at the discretion of the Englewood Water District at any time, with or without notice to me. I understand and agree I am an employee at-will; that is my employment is for no definite period of time, but rather is subject to termination by myself or the Englewood Water District at any time, with or without notice, and for any reason (except those prohibited by federal or state law).

Employment may be terminated by the District for any reason or no reason at all, at any time, with or without notice. I acknowledge and consent to the District's right to monitor my use of all electronic, telephonic communication systems, including, but not limited to, e-mail, voice mail and access to the Internet, at any time at its discretion. Such monitoring may include printing and reading e-mail messages, entering, leaving, or stored in the systems and listening to my voice mail messages. I acknowledge and consent to use of Global Positioning System monitoring on all District vehicles at any time. I also consent to the District performing a background investigation, a criminal history check and contacting my former employers and other references.

Employee Name Printed: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**BOARD AGENDA ITEM SUMMARY**

**8a**

MEETING DATE: December 12, 2024

SUBJECT: Oertel, Fernandez, Bryant & Atkinson Attorney's Invoice dated October 31, 2024

CATEGORY:     Consent                                     Discussion                                     Action

CONTACT PERSON : **Lisa Hawkins**

DEPARTMENT : **Finance**

ITEM: **Request Board approval for payment of the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated October 31, 2024.**

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

FISCAL IMPACT: 500311-500-101

Budget Resolution Required:  yes  no

Amount Budgeted	\$	20,000.00
Year to Date Expenditures	\$	(0)
Total Expenditure Required	\$	<b>(19,025.13)</b>
Remaining in Budget	\$	<u>974.87</u>

MOTION: **To approve the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated October 31, 2024 for services rendered concerning Winchester Ranch in the amount of \$19,025.13. Funds to come from water/wastewater revenues.**

Prepared By: **Teresa Herzog**

Date: **November 20, 2024**

**Approvals:**

\_\_\_\_\_ Interim Administrator

\_\_\_\_\_ Finance

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

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

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

ATTACHMENTS: **Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated October 31, 2024**

Received 11/18/2024  
by EWD @ 11:04 am  
T. Herzog



PO Box 1110  
Tallahassee, Florida 32302-1110  
FID#59-2009476  
Telephone# 850-521-0700  
Facsimile# 850-521-0720

Englewood Water District  
201 Selma Avenue  
Englewood, FL 34223

## Invoice

Invoice Number	23774
Invoice Date	10/31/2024
<b>Amount Due</b>	<b>\$19,025.13</b>

## PO: 59122

4894-001 - Issues with Winchester Ranch regarding available service.

### Fees

Date	Subject	Staff	Hours	Total
10/16/2024	Conference meeting with client; review correspondence	KGO	1.30	\$650.00
10/17/2024	Review emails; telephone call with Rob B.; research; draft, send email to team	KGO	1.70	\$850.00
10/21/2024	Legal research	AMS	0.20	\$40.00
10/21/2024	Review documents from EWD; telephone call with Rob B.	KGO	5.60	\$2,800.00
10/22/2024	Conference call; prepare for meeting with Winchester Ranch	KGO	2.90	\$1,450.00
10/23/2024	legal research	AMS	0.50	\$100.00
10/23/2024	Review documents, attend meeting by phone, telephone call with Rob B. after meeting	KGO	2.10	\$1,050.00
10/28/2024	Review s. 171.093, F.S. and associated documents;EWC charter and processes	KGO	2.60	\$1,300.00
10/29/2024	Review s. 171.093, F.S.; telephone call with Rob Berntsson; prepare for meeting; research	KGO	3.20	\$1,600.00
10/30/2024	Research on enabling Acts; review statutes, emails and other documents from Winchester; prepare for meeting and review documents sent re: master plans	KGO	5.40	\$2,700.00
10/31/2024	Travel to EWD; attend meeting; return to Tallahassee	KGO	12.00	\$6,000.00

37.50 \$18,540.00

## Expenses

Date	Subject	Cost	Qty	Total
10/31/2024	TRAVEL - 10/31/24 - KGO	\$485.13	1.00	\$485.13
				<b>\$485.13</b>

<b>Subtotal</b>	<b>\$19,025.13</b>
<b>Total</b>	<b>\$19,025.13</b>
<b>Total Balance Due</b>	<b>\$19,025.13</b>

## Professional Fee Summary

Name	Initials	Role	Hours	Rate	Total
Allyne Smith	AMS	Paralegal	0.70	\$200.00	\$140.00
Kenneth Oertel	KGO	Attorney	36.80	\$500.00	\$18,400.00
<b>Total</b>			<b>37.50</b>		<b>\$18,540.00</b>

## Prior Balances

Date	Invoice Number	Due Date	Amount	Payments/Credits	Due
<b>Total</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

## Account Summary

No entries found

## Transaction History

No entries found

**BOARD AGENDA ITEM SUMMARY 8b**

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MEETING DATE: December 12, 2024

SUBJECT: Centennial Bank Signature Cards

CATEGORY:  Consent  Discussion  Action

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CONTACT PERSON: **Lisa Hawkins**

DEPARTMENT.: **Finance**

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ITEM: **Update to the Centennial Bank signature card**

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PURPOSE / JUSTIFICATION: **As per the Florida Shores/Stonegate/Centennial Bank & Englewood Water District Master Banking Services Agreement dated January 5, 2012, it is necessary to update designated officials and their designees authorized to sign checks when staffing changes occur.**

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MOTION: **To make the following changes to the operating checking account;**

**Remove:**

**Michael Collard  
Dennis Pinkiewicz**

**Add:**

**Tony Babington**

**Keep:**

**Keith Randall Ledford, Jr.  
Lisa Powell Hawkins  
Robert C. Stern, Jr.  
Sydney B. Crampton  
Lani Gaver**

---

Prepared By: **Teresa Herzog**

Date: **December 4, 2024**

**Approvals:**

\_\_\_\_\_  
Interim Administrator

\_\_\_\_\_  
Finance

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

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

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

Attachment: **None**

**STATUS REPORT**  
**For Board Meeting December 12, 2024**

**CIP/In-house Projects:**

1. **RO Electrical Switchgear Repair** – McKim & Creed is working with Predictive Technologies Inc. and SEL Engineering Services for the needed repairs to the switchgear. The new breakers and controls have been installed but the contractors are still working on finalizing the project. The load control test for FPL was completed on December 4, 2024.
2. **South WRF – New Headworks/Drying Bed** – The project walk-through was completed on November 14, 2024, and a punchlist was generated. The contractor is working to complete the punchlist items.
3. **V-1 Station Rehab** – AirVac and DFS were both on site the week of November 18<sup>th</sup> to complete their portions of the start-up. Unfortunately, there were some unanticipated issues with the electrical equipment that would not allow all of the equipment to run at the same time. AirVac was unable to complete the start-up during the trip. The following week, staff continued testing the system with the assistance of AirVac remotely. AirVac returned to the site the week of December 2, 2024, to continue troubleshooting. Once the start-up is completed, staff intends to run the station for at least 7 days. If there are no issues during that time, PCL will return to the site to begin removing the temporary system and complete the final restoration of the site.
4. \* **Elevated Tank Rehab** – Staff is working on a bid package for a complete blast and recoating of the tank.
5. \* **Holiday Ventures Generator Replacement** – A PO has been issued to Mid Florida Diesel on January 11, 2024, for the purchase of a new 250kW Blue Star Generator. Staff has reviewed/approved the submittals and the order has been placed. Delivery is anticipated for November 2024.
6. \* **LS #114 Improvements – Brook to Bay** – Staff is working on the FDEP close out project so the lift station can be placed into service. While this will complete this portion of the project, the reinstallation of the RV pads and final restoration cannot be completed until Brook to Bay is able to reconstruct their seawall/retaining wall.
7. \* **North WRF Phase 1** – Angie Brewer and Associates is revising the Facilities Plan to address FDEP’s comments. They plan to present the application for design funding at a future FDEP meeting. A meeting is scheduled for June 18, 2024, with Wellen Park to discuss the land agreement for the new plant.
8. \* **Utility Rate Study** – The rate study presentation was pulled from the August Board Meeting. The proposed budgets for FY25 have been sent to Raftelis. Staff will continue to work with Raftelis to prepare the rate study for Board presentation.
9. \* **WRF Electrical Upgrades** – The FDEP Grant agreement has been executed. Staff is working on getting an RFP package out to select a consultant for the work.
10. \* **WRF Plant 1 & 2 Rehab** – The painters have finished painting Plant 1 and all work under Evoqua’s scope has been completed. Staff is still working on a few items prior to placing the plants back into service.

**Developments/Projects Approved for Construction:**

1. \* **Ashore N Store Self Storage** – The land has been cleared for the new 136,900 SF 3-story self-storage facility located at 590 N. Indiana Ave. While the required utility modifications are minor for this project, staff will continue to monitor the progress and oversee those modifications as needed.
2. \* **Boca Royale Unit 19** – The Developer’s Agreement has been executed and plans are approved. FDEP permits have been received for the water modifications. A FDEP sewer permit is not required.
3. \* **Boca Royale East** – Construction on Phase 1A continues.

## STATUS REPORT

4. **Charlotte County – Avenues of the Americas Sidewalk Project** – The contractor has begun work along Avenues of the Americas.
5. **Island Lake Estates at Coco Bay** – We have received the final certification package for approval of Phase 3 however, we are still waiting for payment of the required capacity fees prior to approving.
6. \* **Gateway Court** – FDEP permits for both water and sewer have now been received, however the project appears to be on hold at this time.
7. \* **Paddock Pines** – The Developer’s Agreement has been completed. Plans were approved and the FDEP applications were signed.
8. \* **Sportport/Sportport 2.0** – The Developer plans to construct warehouses intended for RV storage on two parcels within Morris Industrial Park. Minor utility improvements are needed, including the installation of a fire hydrant and fire lines for both projects. Developer’s Agreements have been completed and plans have been approved.
9. \* **Storage Depot 775** – TDM Consulting, Inc. submitted final utility plans for a new 80,731 SF 3-story self-storage facility located at 4400 Placida Rd. A Developer’s Agreement has been executed and plans are approved for construction. No FDEP permits are required for this project.

### **Developments/Projects in Plan Review:**

10. \* **200 Artists** – The project appears to be on hold as this time.
11. \* **Beachwalk by Manasota Key Phase 3** – Phase 3 plans are ready to be approved but we are waiting on Kimley-Horn to submit the final construction estimate in order to finalize the Developer’s Agreement.
12. \* **Beachwalk by Manasota Key Phase 4** – Kimley-Horn submitted plans for Phase 4 of the Beachwalk project. Staff is reviewing the plans.
13. \* **Englewood Apartments** – Staff has sent comments to Kimley-Horn for the additional revisions on the utility portion of the project.
14. \* **Englewood Self Storage** – Rapid Construction Solutions, LLC has submitted preliminary plans for a new self-storage facility located at 1912 S. McCall Rd. The proposed plans include 1,875 SF of office space, 103,278 SF of self-storage and 20,880 SF of covered parking. Staff returned comments for requested changes on December 14, 2023.
15. \* **Esplanade at Wellen Park** – Staff met with Atwell to discuss the plans that had been submitted for the project. There are numerous changes required. The project will include 877 single/multi-family units and three neighborhood amenity centers. The potential emergency water interconnect with the City of North Port still needs to be discussed further. If agreed upon, the interconnect would be designed and constructed with this project.
16. \* **Generation at Englewood** – The project appears to be on hold at this time.
17. \* **Prose Apartments** – The project includes a total of 260 apartments (159 1-bedroom and 101 2-bedroom units) and an Amenity Center. Staff submitted comments to RESPEC on April 5, 2024.
18. \* **Sandy Lane Townhomes** – DMK has resubmitted plans for the project. A Developer’s Agreement has been completed and is awaiting execution prior to approving the plans and signing the FDEP applications.
19. \* **Shores at Stillwater (FKA Medical Blvd.)** – Heidt Design has resubmitted the utility plans for final review and approval. A Developer’s Agreement has been completed and sent for execution.

## STATUS REPORT

20. \* **Turquoise Bay** – DMK has submitted plans for a new project on Waterside Dr., south of Massachusetts Ave. The Developer is looking to construct 42 multi-family units with a community pool. Staff is currently reviewing.

### Upcoming Developments/Projects:

21. \* **Charlotte County – CR775 Buck and Oyster Creek Bridge Improvements** – Charlotte County is working with Kimley-Horn to design minor improvements to both bridges that will require coordination with EWD regarding the utilities.
22. \* **Charlotte County – N. Beach Rd Sidewalk & Lighting** – Charlotte County submitted 30% plan for review in April 30, 2024.
23. \* **FDOT – Charlotte County Line to Tangerine Woods** – Green line mark-ups have been provided to Element Engineering Group. The proposed project would convert the center turn lane into a divided raised median with direction median openings. Construction is expected to begin in 2025.
24. **Morningstar Subdivision** – Kimley-Horn has submitted preliminary plans for a small subdivision at the end of Morningside Dr. The proposed plan would include 12 lots ranging from approximately 3.77 acres to 6.26 acres. The project site will be used as a borrow pit for the Medical Blvd project with the proposed development utilizing this pit as the basis of design for the stormwater pond in which the lots will be surrounding.
25. \* **Sarasota County – Englewood Artists Area Improvements** – Sarasota County has begun working on the design for the Englewood Artists Area Improvements. The improvements consist of sidewalks, installation of pedestrian lights, pervious concrete, wayfinding and drainage improvements.
26. **Sarasota County – River Road Widening** – Sarasota County is working with Wellen Park for the widening of River Road from US-41 to Winchester Blvd. Kimley-Horn has been selected for the design and has sent requests for utility information currently located within the ROW.
27. **Sarasota County – Winchester Blvd Widening** – Sarasota County is working with Wellen Park for the widening of Winchester Blvd from River Road to the Charlotte/Sarasota County line. Kimley-Horn has been selected for the design and has sent requests for utility information currently located within the ROW.
28. \* **Quail's Run Inn** – DMK is working on the utility design for the new Quail's Run Inn project. The property is located between Englewood Glass and Mirror and Quail's Run. There will be a total of 100 multi-family units and an amenity center. There were utilities installed with the previous project but the condition of those is unknown at this time.



# Sanitary Sewer Utility Capacity Report

Please complete and return this form by the 5<sup>th</sup> of each month to:  
**Folakemi Gangbo, Planner, 18400 Murdock Circle, Port Charlotte, FL 33948**  
**Phone: 941.764.4934 Email: [shaun.cullinan@charlottecountyfl.gov](mailto:shaun.cullinan@charlottecountyfl.gov)**

Utility Information	
Utility Name: Englewood Water District	Month/Year Reporting: November 2024
Preparer's Name: Keith R. Ledford Jr., P.E.	Phone: 941-460-1020
Utility Address: 201 Selma Avenue	Email: <a href="mailto:kledford@ewdfl.com">kledford@ewdfl.com</a>
City: Englewood, FL	Zip code: 34223

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

Monthly Flow Data (For Reported Month Only)	
Month's Average Daily Flow: 1.56 MGD	
Month's Peak Daily Flow: 1.81 MGD	

Sanitary Sewer Connection Information (In ERCs)		
	ERCs (MGD)	Connections
Total ERCs Permitted:	3.4 MGD	
Total ERCs Served:	21,200	17,582
Single Family:	16,452	16,436
Multi-Family:	2,925	372
Commercial:	1,823	774
Industrial:		
Other:		
Calculated Total Flows:	1.6	
Remaining ERCs Available:	1.8	

Bulk Sewer Purchase Agreement Information	
Utility Purchased From:	Englewood Water District
Utility Sold To:	Sunshine Water Service FKA Sandalhaven Utilities
Maximum Purchase Amount:	300,000 GPD
Actual Purchased Amount:	1,116,416 Gallons

Bulk Sewer Purchase Agreement Information	
Utility Purchased From:	Englewood Water District
Utility Sold To:	Charlotte County Utilities
Maximum Purchase Amount:	100,000 GPD
Actual Purchased Amount:	1,197,168 Gallons

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



# Potable and Recycled Water Utility Capacity Report

Please complete and return this form by the 5<sup>th</sup> of each month to:  
**Folakemi Gangbo, Planner, 18400 Murdock Circle, Port Charlotte, FL 33948**  
 Phone: 941.764.4934 Email: [shaun.cullinan@charlottecountyfl.gov](mailto:shaun.cullinan@charlottecountyfl.gov)

Utility Information			
Utility Name:	Englewood Water District	Month/Year Reporting:	November 2024
Preparer's Name:	Keith R. Ledford, Jr., P.E.	Phone:	941-460-1020
Utility Address:	201 Selma Ave	Email:	kledford@ewdfl.com
City:	Englewood	Zip code:	34223

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

Monthly Flow Data (For Reported Month Only)	
Month's Average Daily Flow:	2.94 MGD
Month's Peak Daily Flow:	3.30 MG

Potable Water Connection Information (In ERCs)		
	ERCs (MGD)	Connections
Total ERCs Permitted:	5.36 MGD	
Total ERCs Served:	24,155	19,800
Single Family:	18,148	18,128
Multi-Family:	3,008	411
Commercial:	2,999	1,261
Industrial:		
Irrigation:		
Other:		
Bulk Customer (Committed):	1	1
Calculated Total Flows:	2.94	
Remaining ERCs Available:	2.42	

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

Bulk Water Purchase Agreement Information	
Utility Purchased From:	Englewood Water District
Utility Sold To:	Bocilla Utilities Inc.
Maximum Purchase Amount:	
Actual Purchased Amount:	2,719,900 Gallons

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

**ENGLEWOOD WATER DISTRICT  
INCOME STATEMENT  
YE FY24, NOVEMBER 2023, FY25 BUDGET, YTD FY25 NOVEMBER 2024**

	YEAR END FY24	YTD FY24 NOVEMBER 2023	FY25 APPROVED BUDGET	YTD FY25 NOVEMBER 2024	Over (Under) Budget
<b>Operating Revenues</b>					
Water Services	\$ 10,044,721	\$ 1,578,572	\$ 10,686,181	\$ 1,846,842	\$ (8,839,339)
Waste Treatment	10,920,616	1,726,555	11,471,825	1,942,308	(9,529,517)
Accrued Guaranteed Revenue Fees	559,936	6,692	750,080	909	(749,171)
Other	404,375	198,233	276,000	39,072	(236,928)
<b>Total Operating Revenues</b>	<u>21,929,648</u>	<u>3,510,051</u>	<u>23,184,086</u>	<u>3,829,132</u>	<u>(19,354,954)</u>
<b>Operating Expenses</b>					
Water Production	5,257,466	430,689	4,382,766	517,546	(3,865,220)
Water Distribution	2,931,116	273,772	2,527,263	485,059	(2,042,204)
Waste Treatment	3,585,190	344,730	3,537,019	447,115	(3,089,904)
Waste Collection	6,396,052	560,891	3,911,344	855,133	(3,056,211)
Laboratory	327,166	59,930	374,882	75,486	(299,396)
General & Administrative	4,438,308	1,426,720	5,092,234	953,273	(4,138,961)
<b>Total Operating Expenses</b>	<u>22,935,298</u>	<u>3,096,732</u>	<u>19,825,508</u>	<u>3,333,613</u>	<u>(16,491,895)</u>
<b>Operating Surplus (Deficit)</b>	<u>(1,005,649)</u>	<u>413,320</u>	<u>3,358,578</u>	<u>495,519</u>	<u>(2,863,059)</u>
<b>Non-Operating Revenues (Expenses)</b>					
Interest Income	853,938	128,050	-	115,162	115,162
Net Increase (Decrease) in Fair Value of Investment	435,994	94,043	-	(35,652)	(35,652)
Assessment Revenue	54,340	5,049	-	-	-
Interest Expense	(31,286)	(30,252)	-	-	-
Other Revenues	2,251,501	-	-	53,218	53,218
Gain (loss) on Disposal of Capital Assets	52,887	3,250	-	-	-
<b>Total Non-Operating Expenses</b>	<u>3,617,374</u>	<u>200,140</u>	<u>-</u>	<u>132,729</u>	<u>132,729</u>
<b>Surplus (Deficit) Before Contributions</b>	<u>2,611,724</u>	<u>613,459</u>	<u>3,358,578</u>	<u>628,248</u>	<u>(2,730,330)</u>
<b>Capital Contributions</b>					
Cash	3,221,794	73,412	3,608,731	9,163	(3,599,568)
Non Cash	170,388	-	-	-	-
<b>Total Capital Contributions</b>	<u>3,392,182</u>	<u>73,412</u>	<u>3,608,731</u>	<u>9,163</u>	<u>(3,599,568)</u>
<b>Change in Net Position</b>	6,003,906	686,871	6,967,309	637,411	<u>(6,294,247)</u>
<b>Total Net Position - beginning of year, as restated</b>	110,594,353	110,594,353	116,598,259	116,598,259	
<b>Total Net Postion - end of year</b>	<u>\$ 116,598,259</u>	<u>\$ 111,281,224</u>	<u>\$ 123,565,568</u>	<u>\$ 117,235,670</u>	

**ENGLEWOOD WATER DISTRICT**  
**NOVEMBER 30, 2024, YTD FY25 NOVEMBER 2025**  
**BALANCE SHEET**

	<u>FY2024</u>	<u>YTD FY 2025</u>
<b><u>ASSETS</u></b>		
<b>Current Assets</b>		
Cash & Equivalents	\$ 6,522,470	\$ 5,707,039
Accounts Receivable	3,868,458	4,333,912
Accrued Interest Receivable	-	-
Inventory	1,748,631	2,030,468
Prepays	9,395	9,395
<b>Total Current Assets</b>	<u>12,148,954</u>	<u>12,080,814</u>
<b>Noncurrent Assets</b>		
Restricted Cash and Cash Equivalents	-	-
Restricted Assets: Investments	3,115,550	1,605,963
Investments	10,721,598	11,256,525
Connection Fees - Assessment Rec	1,053,483	1,053,483
Capital Assets (net)	<u>99,458,594</u>	<u>99,510,745</u>
<b>Total Noncurrent Assets</b>	<u>114,349,226</u>	<u>113,426,717</u>
<b>Total Assets</b>	<u>126,498,180</u>	<u>125,507,531</u>
<b>Deferred Outflow of Resources</b>		
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	<u>3,102,533</u>	<u>3,102,533</u>
<b>Total Deferred Outflow of Resources</b>	<u>3,166,615</u>	<u>3,166,615</u>
<b><u>LIABILITIES AND NET POSITION</u></b>		
<b>Current Liabilities</b>		
Accounts Payable	1,908,854	270,591
Accrued Liabilities	<u>706,016</u>	<u>660,995</u>
<b>Total Current Liabilities</b>	<u>2,614,870</u>	<u>931,586</u>
<b>Current Liabilities Payable from Restricted Assets</b>		
Contracts Payable	-	-
Retainage Payable	410,556	410,556
Accrued Interest	28,466	28,466
Current Portion of Bonds and Notes Payable	<u>(2,248)</u>	<u>(2,248)</u>
<b>Total Current Liabilities Payable from Restricted Assets</b>	<u>436,774</u>	<u>436,774</u>
<b>Noncurrent Liabilities</b>		
Compensated Absences	843,075	898,298
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	<u>6,009,034</u>	<u>6,009,034</u>
<b>Total Noncurrent Liabilities</b>	<u>7,993,143</u>	<u>8,048,366</u>
<b>Total Liabilities</b>	<u>11,044,787</u>	<u>9,416,726</u>
<b>Deferred Inflow of Resources</b>		
Deferred Amount on Pensions	<u>2,021,749</u>	<u>2,021,749</u>
	<u>2,021,749</u>	<u>2,021,749</u>
<b>Net Position</b>		
Net Investment in Capital Assets	99,050,286	99,102,437
Unrestricted	<u>17,547,973</u>	<u>18,133,233</u>
<b>Total Net Position</b>	<u>\$ 116,598,259</u>	<u>\$ 117,235,670</u>

Englewood Water District  
Investment Report  
as of November 30, 2024

<b>RBC</b>	<b>Market Value</b>	<b>Percent of Total</b>
Certificate of Deposit	7,442,806	41.22%
Bonds- Revenue/General Obligation	-	0.00%
Government Backed Bonds	5,419,682	30.01%
Money Markets/Cash	5,195,061	<u>28.77%</u>
	<u>\$ 18,057,549</u>	<u>100.00%</u>
<b>Centennial Bank</b>		
Cash Centennial- operating acct	922,269	
Cash Centennial- money market	77,590	
<b>Total Cash</b>	<u>\$ 999,860</u>	
<b>Total Cash and Investments</b>	<b>\$ 19,057,409</b>	
<b>Prev Month Investments</b>	<b>\$ 14,366,900</b>	
<b>Prev Month - Cash - RBC</b>	<b>3,655,320</b>	
<b>Prev Month - Cash - Centennial</b>	<b>1,465,746</b>	
<b>Prev Month - Investments and Cash</b>	<u><b>\$ 19,487,966</b></u>	

Englewood Water District  
RBC Investment Report  
11/30/2024

Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
STATE BANK OF INDIA	CD	8562843C6	89,573.36	3.200%	4/1/2020	12/5/2014	12/5/2024	84,000.00	83,958.84	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	74,726.25	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	69,719.30	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	198,312.00	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	243,275.20	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	234,689.25	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	248,432.50	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	160,080.67	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	106,027.92	0.690%	4.93
STATE BANK OF INDIA	CD	856283N77	253,187.50	0.900%	7/14/2020	6/26/2020	6/26/2025	250,000.00	244,747.50	0.890%	4.95
FIRST CAROLINA BANK	CD	31944MBB0	250,000.00	0.450%	8/5/2020	8/20/2020	8/20/2025	250,000.00	242,962.50	0.450%	5.00
TEXAS EXCHANGE BANK	CD	88241TJJ0	250,000.00	0.600%	10/13/2020	10/23/2020	10/23/2025	250,000.00	241,350.00	0.600%	5.00
JP MORGAN CHASE BK	CD	48128UQP7	246,379.95	0.550%	4/8/2021	10/30/2020	1/30/2026	250,000.00	239,332.50	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	238,882.50	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	238,410.00	0.450%	5.00
TOYOTA FINL SVGS BK	CD	89235MLC3	252,795.19	0.950%	8/17/2021	7/15/2021	7/15/2026	250,000.00	237,125.00	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	215,023.65	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	250,042.50	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	245,073.50	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	245,269.50	5.000%	4.00
AMERICAN COMMERCIAL BANK & TRUST	CD	02519AAD9	232,444.82	3.500%	11/7/2023	9/14/2022	9/14/2027	245,000.00	240,982.00	5.130%	3.85
MAPLE CITY SVGS BK	CD	56511PBJ6	250,000.00	3.500%	9/18/2024	9/30/2024	9/30/2027	250,000.00	243,022.50	3.500%	3.00
FCNB BK STEELVILLE MO	CD	30191HAD0	247,323.98	4.750%	11/7/2023	10/26/2022	10/26/2027	250,000.00	250,037.50	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	245,036.75	5.100%	4.01
MORGAN STANLEY PRIVATE BK	CD	61768UPM3	250,000.00	4.300%	9/18/2024	9/27/2024	3/27/2028	250,000.00	248,172.50	4.300%	3.50
ABACUS FED SVGS BK NY	CD	00257TBM7	250,193.48	4.650%	8/9/2024	4/28/2023	4/28/2028	248,000.00	249,907.12	4.448%	5.01
FIRST BANK OF THE LAKE	CD	31925YAF9	245,073.12	5.000%	11/16/2023	5/18/2023	5/18/2028	245,000.00	245,061.25	5.000%	4.51
PAN AMERICAN BK & TR MELROSE	CD	697759BA5	250,000.00	4.200%	10/16/2024	10/28/2024	10/27/2028	250,000.00	247,122.50	4.200%	4.00
REGENT BANK TULSA OKLA	CD	758876AG1	250,000.00	5.500%	11/1/2023	11/15/2023	11/15/2028	250,000.00	250,160.00	5.500%	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	250,190.00	5.000%	5.01
CFG CMNTY BK LUTHERVILLE MD	CD	12527CFX5	250,303.24	4.750%	8/9/2024	7/31/2024	7/31/2029	250,000.00	249,942.50	4.758%	5.00
CENTRAL BK LITTLE ROCK ARK	CD	152577CM2	250,000.00	4.850%	8/9/2024	8/14/2024	8/14/2029	250,000.00	250,160.00	4.850%	5.00
BANKWEST INC PIERRE SD	CD	06652CJC6	223,449.05	3.500%	10/18/2024	9/30/2024	9/28/2029	223,000.00	219,900.30	3.500%	5.00
MORGAN STANLEY BK NA	Equity linked CD	61776CBX4	200,000.00		10/22/2024	10/31/2024	11/1/2029	200,000.00	195,670.00		5.01
<b>Subtotal</b>			<b>7,828,856.20</b>					<b>7,791,000.00</b>	<b>7,442,806.00</b>		
UNITED STATES TREASURY NOTE	Treasury note	91282CFX4	232,551.03	4.500%	12/15/2022	11/30/2022	11/30/2024	230,000.00	230,000.00	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	247,500.00	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	246,915.00	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	481,645.00	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	170,837.28		4.96
TENNESSEE VALLEY AUTH	Bonds	880591CJ9	68,156.95	6.750%	11/18/2020	11/1/1995	11/1/2025	52,000.00	53,006.20	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	412,533.40		4.46
FEDERAL HOME LOAN BANK	Bonds	3130AVPE6	500,878.33	5.280%	11/14/2023	4/26/2023	4/26/2028	500,000.00	500,040.00	5.305%	4.45
FEDERAL HOME LOAN BANK	Bonds	3130B2BF1	501,253.00	5.000%	8/9/2024	8/28/2024	8/28/2028	500,000.00	499,805.00	4.931%	4.05
FEDERAL FARM CREDIT BANK	Bonds	3133ERVH1	803,751.41	4.600%	10/16/2024	10/2/2024	1/2/2029	800,000.00	797,408.00	4.574%	4.25
FEDERAL HOME LOAN BANK	Bonds	3130B26B6	356,915.79	5.150%	10/2/2024	8/8/2024	8/8/2029	350,000.00	350,605.50	4.870%	5.00
FEDERAL HOME LOAN BANK	Bonds	3130B2BA2	171,954.15	5.050%	10/30/2024	8/20/2024	8/20/2029	170,000.00	169,717.80	5.013%	5.00
FEDERAL FARM CREDIT BANK	Bonds	3133ERVL2	301,161.00	4.620%	10/30/2024	10/1/2024	10/1/2029	300,000.00	298,419.00	4.619%	5.00
FEDERAL HOME LOAN BANK	Bonds	3130B2YJ8	501,096.66	4.625%	10/30/2024	10/15/2024	10/15/2029	500,000.00	497,320.00	4.622%	5.00
FREDDIE MAC	Bonds	3134HAVN0	200,958.28	4.750%	10/30/2024	10/29/2024	10/17/2029	200,000.00	199,902.00	4.648%	4.97
FREDDIE MAC	Bonds	3134HASS3	265,705.31	4.750%	11/7/2024	10/18/2024	10/18/2029	265,000.00	264,027.45	4.749%	5.00
<b>Subtotal</b>			<b>4,984,261.80</b>					<b>4,980,000.00</b>	<b>5,419,681.63</b>		
Cash Balance									5,195,061.14		
<b>Subtotal Cash</b>									<b>5,195,061.14</b>		226.46
<b>Average % and Duration in Years</b>										<b>3.454%</b>	<b>4.82</b>

Certificate of Deposit	7,442,806.00	
FHLMC		
FNMA		
GNMA		
FICO Series		
Bonds- Revenue/General Obligation		
Government Backed Bonds	5,419,681.63	
Money Markets/Cash	5,195,061.14	
	<b>18,057,548.77</b>	
	18,057,548.77	stmt
	-	diff