

AGENDA
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
FEBRUARY 13, 2025 @ 8:30 A.M.

Board of Supervisors:

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

Staff:

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

1. PLEDGE OF ALLEGIANCE & ROLL CALL
2. **ANNOUNCEMENTS** – Additions or Deletions
3. **PUBLIC INPUT**
 - 3a. William Dunphy - 1711 Exeter Circle, Englewood, Florida 34224 regarding dissatisfaction of adjustments provided for the increased water consumption resulting from recent Hurricanes.

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

CARDS MUST BE SUBMITTED PRIOR TO THE COMMENCEMENT OF THE MEETING

4. **PRESENTATIONS**
5. **CONSENT SECTION**
 - 5a. Minutes of the Annual & Organizational Meeting dated January 9, 2025
Recommended Action: Approve the meeting minutes.
 - 5b. Big W Law Invoice dated January 31, 2025.
Recommended Action: Approve the attorney's invoice in the amount of \$2,550.00.
 - 5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated January 31, 2025
Recommended Action: Approve the attorney's invoice in the amount of \$8,400.00.
 - 5d. Ratification of Settlement Agreement for 1719 Fessler Street, Englewood, Florida
Recommended Action: Approve ratification of the Settlement Agreement.
6. **DISCUSSION**
 - 6a. Employee Handbook Update
7. **ACTION ITEMS**
 - 7a. WTP Large Transfer Pump Replacement
 - 7b. WRF Surge Basin Cleaning
 - 7c. Hurricane Milton I&I Repairs
8. **INTERIM ADMINISTRATOR'S REPORT** – Keith R. Ledford, Jr., P.E.
 - 8a. **WATER OPERATIONS MANAGER** – Dewey Futch

8b. WASTEWATER OPERATIONS MANAGER – David Larson

8c. TECHNICAL SUPPORT MANAGER – Keith R. Ledford Jr., P.E.

8d. FINANCE DIRECTOR – Lisa Hawkins

1. January Financial Statements
2. January Investment Statements

9. ATTORNEY’S REPORT – Robert Benedict, Esq.

10. OLD BUSINESS

10a. Winchester Ranch Development

11. NEW BUSINESS

12. PUBLIC COMMENT – ANY TOPIC

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

13. BOARD MEMBER COMMENTS

14. ADJOURN

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

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

Posted 2/7/2025

From: Jordan Chunco
Sent: Wednesday, January 22, 2025 1:00 PM
To: Teresa Herzog; Ashley Aguiar
Cc: mcdunphy11@gmail.com
Subject: RE: 1171 Exeter Cir - William Dunphy Bill Adjustment Request

Follow Up Flag: Follow up
Due By: Wednesday, January 29, 2025 11:00 AM
Flag Status: Flagged

Good afternoon Teresa and Ashley,

Following the phone call with Mr. Dunphy, Mr. Babington, and myself this morning, Mr. Dunphy has a couple of requests:

1. He would like the board to discuss how the current bill adjustment policy reduces the charges to the lowest tiered rate and not back to an average bill plus 2% towards inflation.
 - a. Mr. Dunphy believes that after an emergency EWD should review all homes that were damaged to see if they have excess usage and adjust their bills back to average plus 2% to account for inflation.
2. Why we have not been reimbursed by FEMA, the federal government in general, or the State of Florida for the revenue associated with excess water consumption during an emergency.
3. Whether we have lost any money since the hurricane or if we are making money from residents affected by the storm. He believes we are double dipping by having customers pay for the water that goes through their meter during and after an emergency and applying for disaster assistance from government agencies.

He did not want to make this written request himself and instead wanted me to make this request on his behalf. He is copied on this email as well and I asked him to review and confirm if this is an accurate summation of his request.

For the current charges Mr. Dunphy has declined the option to set up a payment plan; he has also asserted that he will not be paying anything until after the board meeting.

His specific situation is detailed below in the first email. For general information regarding EWDs bill adjustments following the hurricanes in October: we have processed over 500 adjustments to customer's accounts totaling more than \$235,000. The vast majority of these requests are direct impacts of a hurricane or cleaning and repairs following the hurricanes.

Let me know if you need any additional information.

Best,

Jordan Chunco
Customer Service Manager
Ph. 941.474.3217 , Fax 941.460.1025
201 Selma Ave, Englewood, FL 34223
Englewood Water District
www.Englewoodwater.com
Our office is closed on Mondays

Jordan Chunco

From: Jordan Chunco
Sent: Wednesday, January 22, 2025 2:28 PM
To: mcdunphy11@gmail.com
Subject: Public Utility Assistance

Good afternoon Mr. Dunphy,

This is just to follow up on our conversation from this morning. This information is from the publication, "Public Assistance for Water and Wastewater Utilities in Emergencies and Disasters":

Q: Is either loss of revenue or increased operating expenses eligible?

A: No. Loss of revenue and added costs or charges for providing regular utility services are not eligible.

Let me know if you have any questions.

Best,

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

Our office is closed on Mondays

Our hours are Tuesday - Friday 7:00am to 5:00pm

CodeRED Emergency Notifications - Englewoodwater.com/codered/

All emails sent to and from Englewood Water District are subject to the public record laws of the State of Florida.

Ashley Aguiar

From: Tony Babington
Sent: Friday, January 17, 2025 7:37 PM
To: Jordan Chunco
Cc: Teresa Herzog; Ashley Aguiar
Subject: Re: 1171 Exeter Cir - William Dunphy Bill Adjustment Request

Let go with the 22nd at 9:30 am
Sent from my iPad

On Jan 17, 2025, at 3:08 PM, Jordan Chunco <jchunco@englewoodwater.com> wrote:

Good afternoon Mr. Babington,

Mr. Dunphy is available these times next week:

Jan 22 at 9:30 am
Jan 23 at 1:00 pm

Best,

Jordan Chunco
Customer Service Manager
Ph. 941.474.3217 , Fax 941.460.1025
201 Selma Ave, Englewood, FL 34223
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From: Jordan Chunco
Sent: Thursday, January 16, 2025 7:34 AM
To: Tony Babington <tbabington@englewoodwater.com>
Cc: mcdunphy11@gmail.com; Teresa Herzog <therzog@englewoodwater.com>; Ashley Aguiar <aaguiar@ewdfl.com>
Subject: FW: 1171 Exeter Cir - William Dunphy Bill Adjustment Request

Morning Mr. Babington,

I will reach out to Mr. Dunphy to coordinate those times.

Thank you,

Jordan Chunco
Customer Service Manager
Ph. 941.474.3217 , Fax 941.460.1025
201 Selma Ave, Englewood, FL 34223
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All emails sent to and from Englewood Water District are subject to the public record laws of the State of Florida.

From: Tony Babington <tbabington@Englewoodwater.com>

Sent: Wednesday, January 15, 2025 9:33 PM

To: Jordan Chunco <jchunco@Englewoodwater.com>

Cc: Teresa Herzog <therzog@Englewoodwater.com>; mcdunphy11@gmail.com; Ashley Aguiar <aaguiar@ewdfl.com>

Subject: Re: 1171 Exeter Cir - William Dunphy Bill Adjustment Request

Mr. Chunco,

I would be glad to meet with Mr. Dunphy via zoom sometime before the next board meeting to best understand Mr. Dunphy situation. However, I do not have the authority to make any changes in a single board member's capacity. That is reserved for the board in its entirety.

I'm unavailable until January 22nd as I will be out of the state. We can schedule a date and time for when I return. Please coordinate with Mr Dunphy for a couple of different dates and times that would work best for him first and I will do my best to make one of those dates work.

Thank you,

Tony Babington
Englewood Water District
Board of Supervisors Seat #4
Ph.941.474.3217 , Fax 941.460.1025
201 Selma Ave, Englewood, FL 34223
www.Englewoodwater.com

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On Wed, Jan 15, 2025 at 3:12 PM Jordan Chunco <jchunco@Englewoodwater.com> wrote:

Good Afternoon Mr. Babington,

William Dunphy of 1171 Exeter Cir is unsatisfied with the adjustments provided to him for the increased water consumption resulting from the recent hurricanes. Mr. Dunphy is a veteran of the Marine core and is also caring for extended family at his home on Exeter Cir. He would like to meet with a board member prior to the board meeting to discuss his adjustment.

A brief history of the account is as follows:

Mr. Dunphy had a large water bill in January and February of 2023 and received bill adjustments at that time totaling \$1,272.84 against a total billing of \$2,308.70. A payment plan was set up for the remaining balance and it was completed successfully by Mr. Dunphy. After damage sustained during the recent hurricanes to his pool and outside spigot in October of 2024, he had 2 large bills totaling \$1,220.34.

Normally Mr. Dunphy would not qualify for an additional adjustment because it was less than 24 months since his previous adjustment but, because there was a declared state of emergency, he was provided additional adjustments totaling \$559.01. Mr. Dunphy believes that this adjustment is insufficient, and we should adjust his bills back to an average bill.

I let him know about the details of the adjustment process and the Rules and Regulations. I explained my position that the Rules and Regulations should be applied the same way to everyone within the Englewood Water District service area; Mr. Dunphy believes that this is insufficient and that he should receive special consideration because “not everyone has the same situation”. I explained that I can’t change the rules, but the Board of Supervisors meets a regular basis here and that he is welcome to attend a public board meeting seeking such change; again Mr. Dunphy believes this is insufficient and he would like a meeting with a Board member before then.

Mr. Dunphy does not like how our current adjustment policy lowers the billed consumption to the lowest tiered rate so that EWD recovers the cost of producing and distributing the water that went through his meter. Mr. Dunphy believes the adjustments during an emergency should be greater than our costs. Further, Mr. Dunphy does not believe he should be responsible for any water consumed during the recent hurricanes because he was ordered to evacuate.

Mr. Dunphy is also particularly displeased with me personally believing that I don't care about him or anyone in the EWD service area.

Mr. Dunphy is copied on this email, and I hope I was able to summarize his positions accurately. If I haven't, I hope he can correct me or add any additional information he believes is relevant.

Mr. Dunphy said he is available in person, via zoom or a call should you be able to meet with him.

Let me know how you would like to proceed.

Best,

Jordan Chunco

Customer Service Manager

Ph. 941.474.3217 , Fax 941.460.1025

201 Selma Ave, Englewood, FL 34223

Englewood Water District

www.inglewoodwater.com

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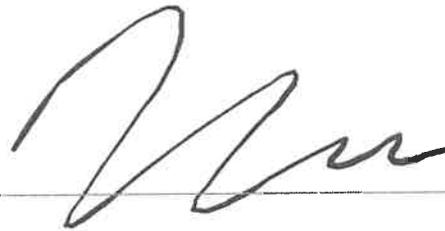
All emails sent to and from Englewood Water District are subject to the public record laws of the State of Florida

Form Name:
Submission Time:
Browser:
IP Address:
Unique ID:
Location:

Adjustment
December 15, 2024 12:05 pm
Mobile Safari 18.1.1 / iOS
172.226.191.122
1297137993

Name	William Dunphy
Service Address	1171 Exeter Circle Englewood , FL
Email	mcdunphy11@gmaim.com
E-Mail Notifications	E-Mail Only
Phone	(631) 741-0726
Adjustment Type	Water and Wastewater Adjustment
Please Select the reason for adjustment request	Other
Other / Additional Details	We flooded in both Helene and Milton resulting in us needing to drain and refill our pool 2 times.

Signature



Ashley Aguiar

From: Jacqueline Flannery
Sent: Wednesday, January 29, 2025 2:08 PM
To: Teresa Herzog; Ashley Aguiar
Subject: Fw: Adjustment Request - 1171 EXETER CIR

Jordan asked me to forward this off to you!

Thanks,

Jacqueline Flannery
Customer Service Representative
Ph. 941.474.3217 , Fax 941.460.1025
201 Selma Ave, Englewood, FL 34223
Englewood Water District
www.Englewoodwater.com

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*All email sent to and from Englewood Water District **ARE** subject to the public record laws of the State of Florida.*

From: Jacqueline Flannery <jflannery@ewdfl.com>
Sent: Wednesday, December 18, 2024 8:53 AM
To: mcdunphy11@gmaim.com <mcdunphy11@gmaim.com>
Subject: Re: Adjustment Request - 1171 EXETER CIR

Good afternoon,

Thank you for submitting a Bill Adjustment Request form. We will review your request for a Water and Sewer adjustment based on the [Customer Rules and Regulations](#) set forth by the Board of Supervisors of Englewood Water District. You can view your account online at www.Englewoodwater.com or contact our office.

Please allow 2 weeks for the processing of your request.

Pending approval for a WATER and SEWER adjustment, your invoice for 10/29/2024 would be reduced from \$697.50 to **\$204.73**, for a total reduction of \$492.77.

After further review, the November bill does not qualify for a WATER adjustment as the use is not 3x the annual average monthly use.

Total Monthly Consumption	30,170.00
Average annual usage x 3	42,275.00

Pending approval for your SEWER adjustment, your invoice for 11/27/2024 would be reduced from \$522.84 to **\$456.60**, for a total reduction of **\$66.24**.

The new balance on the account is \$660.96.

Please be advised that at this time the account has left the Payment Plan status and is at risk of late fees. Please let me know if there is anything further I can do to assist you.

Have a wonderful day,

Jacqueline Flannery
Customer Service Representative
Ph. 941.474.3217 , Fax 941.460.1025
201 Selma Ave, Englewood, FL 34223
Englewood Water District

www.inglewoodwater.com

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CodeRED Emergency Notifications - inglewoodwater.com/codered/

All email sent to and from Englewood Water District ARE subject to the public record laws of the State of Florida.

From: noreply@formstack.com <noreply@formstack.com>

Sent: Sunday, December 15, 2024 12:05 PM

To: Info <Info@inglewoodwater.com>

Subject: Adjustment Request



Formstack Submission For: Adjustment
Submitted at 12/15/24 12:05 PM

Name: William Dunphy

Account Number:

Service Address: 1171 Exeter Circle
Englewood , FL

Email: mcdunphy11@gmaim.com

E-Mail Notifications: E-Mail Only

Phone: (631) 741-0726

Adjustment Type: Water and Wastewater Adjustment

**Please Select the reason
for adjustment request:** Other

Gallons:

Details of cause of consumption:

Sod / Plant for::

Other / Additional Details:

We flooded in both Helene and Milton resulting in us needing to drain and refill our pool 2 times.

Supporting Documentation or Photos:

Signature:

[View Signature](#)

BOARD AGENDA ITEM SUMMARY

5a

MEETING DATE: **February 13, 2025**

SUBJECT: **Minutes of the Annual and Organization Meeting dated January 9, 2025**

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ashley Aguiar**

DEPARTMENT: **Administration**

ITEM: **Request Board approval of the minutes of the annual and organization meeting dated January 9, 2025.**

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

MOTION: **To approve the of minutes of the annual and organization meeting dated January 9, 2025.**

Prepared By: **Ashley Aguiar**

Date: **January 16, 2025**

Approvals:

Interim-Administrator

Finance

Water Operations

Wastewater Operations

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

ATTACHMENTS: **Minutes of the Annual and Organization Meeting dated January 9, 2025**

**ANNUAL & ORGANIZATIONAL MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
JANUARY 9, 2025 @ 8:30 A.M.**

Board of Supervisors:

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

Staff:

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

Finance Director, Lisa Hawkins conducted the meeting in Interim Administrator, Keith Ledford's absence.

1. The meeting began with the Pledge of Allegiance and roll call to establish a quorum.
2. **ANNOUNCEMENTS** – Additions or Deletions – Action Items 7a and 7b were added.
3. **PUBLIC INPUT** – 1800 Shadow Lane #1, Arthur Reyes 707-732-7062 – Mr. Reyes provided a letter, addressed to the Chair, concerning a water leak at his property asking for additional relief on the bill. Short discussion took place with the Board in agreement that the original adjustment given in October would be rescinded and the adjustment would be applied to the higher bill received in November.

Ms. Crampton moved, “**make a motion to be able to adjust the higher bill and make sure he contacts his plumber,**” seconded by Mr. Stern.

UNANIMOUS

25-01-09 A

4. **PRESENTATIONS** – with gratitude, Chair Gaver presented the following service awards;
 1. Information Systems Technician, Maurice Tindell – 15-years
 2. Board Member Sydney B. Crampton Seat #3 – 25-years
5. **CONSENT SECTION** – Chair Gaver called for a motion to approve. Mr. Stern moved, “**to approve the consent agenda as presented,**” seconded by Mr. Babington.
 - 5a. Ratification of 2025 Offices
Recommended Action: Ratify the elected Officers; Ms. Gaver as Chair and Mr. Meals as Vice-Chair.
 - 5b. Ratification of 2025 Schedule of Board Meetings
Recommended Action: Ratify the CY'25 Board Meeting & CY'26 Annual/Organizational Meeting Schedule.
 - 5c. Minutes of the Regular Meeting dated December 12, 2024
Recommended Action: Approve the meeting minutes.
 - 5d. Big W Law Invoice dated January 2, 2025
Recommended Action: Approve payment of the attorney's invoice in the amount

of \$1,725.00.

5e. Oertel, Fernandez, Bryant & Atkinson Invoice dated November 30, 2024

Recommended Action: Approve payment of the attorney's invoice in the amount of \$500.00.

UNANIMOUS

CS 25-01-09 A through E

6. **DISCUSSION**

6a. Employee Handbook Update – Chair Gaver called for discussion. Mr. Babington requested a copy of the Severe Weather Policy and the Emergency Reaction Plan referenced in the handbook and Ms. Crampton questioned the legal ramifications of the medical marijuana policy. Chair Gaver then asked the Board to meet with staff with any questions or suggestions before the February board meeting.

7. **ACTION ITEMS**

7a. FDEP Grant Agreement Amendment No.1 For South WRF Electrical Upgrade Project – Ms. Hawkins introduced the item. Because there have been delays in this project, we are asking for an extension and it requires execution by the Chair.

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

UNANIMOUS

25-01-09 B

Full motion read: To authorize the Chair to sign Amendment No. 1 to the FDEP Standard Grant Agreement for the EWD South Water Reclamation of Facility Electrical Upgrade Project.

7b. Delegation of Signing Authority – Mr. Hawkins introduced the item. Board approval is necessary for Interim Administrator, Keith Ledford to act as the Authorized Agent to sign agreements and any necessary FEMA documents related to DR4834 Hurricane Milton and DR4828 Hurricane Helene.

Mr. Babington moved, “**to make a motion,**” seconded by Mr. Stern.

UNANIMOUS

25-01-09 C

Full motion read: To authorize the Chair to sign the delegation letters pertaining to necessary documents concerning DR4834 Hurricane Milton and DR4828 Hurricane Helene.

8. **INTERIM ADMINISTRATOR'S REPORT** – Keith R. Ledford, Jr., P.E. (absent)

8a. WATER OPERATIONS MANAGER – Dewey Futch

Production:

- Total send out for December 2024 was 89.0 MG/2023 was 87.2 MG.
- Average send out was 2.87 MGD/2023 was 2.81 MGD. High send out was 3.17 MGD/2023 was 3.12 MGD. Rainfall for 2024 was .5"/2023 was 3.01".
- Operators were doing maintenance and normal operations, nothing major to report.
- There is a crack in the foundation of one of the treater; the manufacturer is

assessing the damage and will be providing a report detailing the repairs needed. It is currently out of service.

Distribution:

- Distribution had 4 incidents to report;
 - 1) On 12-1 a 6" water main on Manasota Key Rd broke, no PBWN was issued.
 - 2) On 12-10 a fire hydrant was replaced in S. River Rd, two-day bacteriological testing was done and the hydrant was back in service on 12-22.
 - 3) On 12-18 a 6" water main on N. Elm St broke, no PBWN was issued.
 - 4) On 12-29 a 2" water main on Aqua View Ln, no PBWN was issued.
- New meter sets were 12 single family; 12 ERCs.
- 86 radio-read heads were replaced.
- 63 customer requested turn-ons were completed.

8b. WASTEWATER OPERATIONS MANAGER – David Larson

WRF:

- The average daily flow for December 2024 was 1.39 MGD, approximately 200K less than the same as last year, with a peak flow of 1.78 MG. 300K more than the day before caused by 3/10" of rain.
- The WRF headworks project is ongoing. Currently there is an issue with the new automatic transfer switch for the generator. The company rep will be onsite Monday to assess the situation.
- Normal operations and maintenance are ongoing.

Collections:

- Crews replaced 2 vacuum pits and installed 1 new one.
- Since the storms staff has been looking for broken vents and clean outs, fixing what they can and compiling a list of the ones that require locates to do the work. Clean up on the Key is still creating issues as they have now broken 3 manholes which require us to not only repair the manholes, but also jet out all the lines due to sand entering the system and one lift station was found packed with sand & shell.
- The V-1 station is operational, although there is an automatic transfer switch issue and an issue with the alarms that are being addressed.
- Mr. Larson also reported that additional staff in the Collections department is needed to complete all the work caused by hurricanes. He recommended hiring more staff or using outside contractors to complete the work, with additional staff being hired as his preference. The board agreed this should be addressed.

8c. TECHNICAL SUPPORT MANAGER – Keith R. Ledford Jr., P.E. (absent)

8d. FINANCE DIRECTOR – Lisa Hawkins

Financial Statements:

- December – operating revenues were \$5.629M up \$335K from last year and operating expenses were \$4.323M, \$544K less than last year leaving an operating surplus of \$1.305M.

Investment Statements:

- December – we had \$18.119M invested with RBC and \$2.693M in cash at Centennial Bank for a total of \$20.812M. Cash went up \$1.6M with \$750K being received from the state for a grant that was recognized as revenue for FY24 and \$650K received for capital fees for Coco Bay Phase 3.

9. **ATTORNEY’S REPORT** – Robert H. Berntsson – the North Port/Wellen Park discussion will take place at either a workshop or the February meeting.

10. **OLD BUSINESS** – None

11. **NEW BUSINESS** – None

12. **PUBLIC COMMENT** – ANY TOPIC – None

13. **BOARD MEMBER COMMENTS** – all board members congratulated Ms. Gaver on being the chair for 2025.

14. **ADJOURNED** @ 9:09 AM

Taylor Meals-Vice Chair

APPROVED

/tlh

BOARD AGENDA ITEM SUMMARY

5b

MEETING DATE: **February 13, 2025**

SUBJECT: **The Big W Law Attorney's Invoice dated January 31, 2025**

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 January 31, 2025.**

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

FISCAL IMPACT: 500311-500-101

Budget Resolution Required: yes no

Amount Budgeted	\$	29,000.00
Year to Date Expenditures	\$	(16,500.00)
Total Expenditure Required	\$	(2,550.00)
Remaining in Budget	\$	<u>9,950.00</u>

MOTION: **To approve the Big W Law Attorney's invoice dated January 31, 2025, for services rendered January 1, 2025 through January 31, 2025 in the amount of \$2,550.00. Funds to come from water/wastewater revenues.**

Prepared By: **Ashley Aguiar**

Date: **February 4, 2025**

Approvals:

Interim Administrator

Finance

Water Operations

Wastewater Operations

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

ATTACHMENTS: **The Big W Law Attorney's invoice January 31, 2025**



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 by EWD on 1/31/25 at 7:24pm
AA

Statement Date: 01/31/2025
Statement No. 35636
Account No. 8.0000

Englewood, FL 34223

Legal Services
PO 59056

FOR PROFESSIONAL SERVICES RENDERED

			Rate	Hours	
01/03/2025	RHB	Email(s) with Ms. Herzog; Review agenda.	300.00	0.25	75.00
01/06/2025	RHB	Email(s) with Mr. Merrill; Review detailed voice message from Mr. Merrill.	300.00	0.25	75.00
01/07/2025	RHB	Email(s) with Mr. Merrill; Telephone conference with Mr. Oertel; Email(s) with Mr. S	300.00	0.50	150.00
01/08/2025	RHB	Email(s) with Ms. Herzog; Email(s) with Mr. Ledford; Email(s) with Mr. Schwied.	300.00	0.25	75.00
01/09/2025	RHB	Prepare for and attend Board of Supervisors Meeting; Email(s) with Mr. Oertel; Email(s) with Mr. Merrill; Email(s) with Mr. Ledford.	300.00	1.50	450.00
01/10/2025	RHB	Email(s) with Mr. Oertel; Email(s) with Ms. Herzog; Telephone conference with Ms. Herzog; Email(s) with Mr. Alexander.	300.00	0.50	150.00
01/13/2025	RHB	Email(s) with Mr. Alexander; Email(s) with Ms. Herzog.	300.00	0.25	75.00
01/14/2025	RHB	Review detailed voice message from Ms. Herzog; Telephone conference with Ms. Herzog; Email(s) with Ms. Herzog; Email(s) with Mr. Alexander.	300.00	0.50	150.00
01/22/2025	RHB	Email(s) with Mr. Alexander; Email(s) with Mr. Ledford.	300.00	0.25	75.00
	RHB	Email(s) with Ms. Hawkins; Email(s) with Mr. Ledford; Review easement documents; Telephone conference with Ms. Hawkins.	300.00	0.50	150.00
01/23/2025	RHB	Review detailed voice message from Ms. Hawkins; Leave detailed voice message for Ms. Hawkins; Email(s) with Ms. Hawkins.	300.00	0.25	75.00
01/24/2025	RHB	Telephone conference with Mr. Ledford, et. al.; Email(s) with Ms. Hawkins; Email(s) with Ms. Aguiar; Email(s) with Mr. Merrill.	300.00	0.75	225.00
01/29/2025	RHB	Telephone conference with Mr. Ledford, et. al.; Email(s) with Mr. Ledford; Email(s) with Mr. Luczynski; Email(s) with Ms. Truschel;			

Englewood Water District
 Account No. 8.0000
 RE: Legal Services

Statement Date: 01/31/2025
 Statement No. 35636

			Rate	Hours	
		Email(s) with Mr. Severance.	300.00	0.50	150.00
01/30/2025	RHB	Email(s) with Ms. Aguiar; Email(s) with Mr. Benedict.	300.00	0.25	75.00
01/31/2025	RCB	Draft Settlement Agreement (Alexander/Fessler Street).	300.00	1.50	450.00
	RHB	Email(s) with Mr. Benedict; Email(s) with Mr. Ledford; Email(s) with Ms. Aguiar; Email(s) with Mr. Alexander.	300.00	<u>0.50</u>	<u>150.00</u>
		For Current Services Rendered		8.50	<u>2,550.00</u>

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Robert Benedict	1.50	\$300.00	\$450.00
Robert Berntsson	7.00	300.00	2,100.00

PREVIOUS BALANCE \$1,725.00

Total Current Work 2,550.00

Payments

Total Payments for 01/23/2025 -1,725.00

Balance Due \$2,550.00

Billing History

<u>Fees</u>	<u>Hours</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
139,287.50	536.01	0.00	7.80	0.00	136,745.30

BOARD AGENDA ITEM SUMMARY

5c

MEETING DATE: **February 13, 2025**

SUBJECT: **Oertel, Fernandez, Bryant & Atkinson Attorney's Invoice dated January 31, 2025**

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 January 31, 2025.**

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

FISCAL IMPACT: 500311-500-101

Budget Resolution Required: yes no

Amount Budgeted	\$30,000.00
Year to Date Expenditures	\$19,525.13
Total Expenditure Required	<u>\$(8,400.00)</u>
Remaining in Budget	\$2,074.87

MOTION: **To approve the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated January 31, 2025, for services rendered concerning the Winchester Ranch Development in the amount of \$5,850.00. Funds to come from water/wastewater revenues.**

Prepared By: **Ashley Aguiar**

Date: **February 5, 2025**

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 January 31, 2025**



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	24032
Invoice Date	01/31/2025
Amount Due	\$8,400.00

PO: 59636- Client #4894-001

Issues with Winchester Ranch regarding available service.

Fees

Date	Subject	Staff	Hours	Total
01/06/2025	Review master plans and statutes	KGO	1.90	\$950.00
01/07/2025	Review correspondence; research	KGO	0.50	\$250.00
01/09/2025	Review email from Rob B.; prepare email	KGO	1.00	\$500.00
01/10/2025	Review correspondence with Winchester attorney; review Master Plans	KGO	1.70	\$850.00
			5.10	\$2,550.00

Subtotal	\$2,550.00
Total	\$2,550.00
Prior Balances	\$6,350.00
Payments Since Last Invoice	-\$500.00
Total Balance Due	\$8,400.00

Professional Fee Summary

Name	Initials	Role	Hours	Rate	Total
Kenneth Oertel	KGO	Attorney	5.10	\$500.00	\$2,550.00
Total			5.10		\$2,550.00

Prior Balances

Date	Invoice Number	Due Date	Amount	Payments/Credits	Due
11/30/2024	23905	01/14/2025	\$500.00	\$500.00	\$0.00
01/28/2025	24003	03/14/2025	\$5,850.00	\$0.00	\$5,850.00
Total			\$6,350.00	\$500.00	\$5,850.00

Payment Summary

Date	Note	Paid By	Source	Amount
01/28/2025		Englewood Water District	Check	\$500.00

Account Summary

Account Name	Balance
Operating Retainer	\$0.00

Transaction History

No entries found

BOARD AGENDA ITEM SUMMARY

5d

MEETING DATE: **February 13, 2025**

SUBJECT: **Ratification of Settlement Agreement for 1719 Fessler Street, Englewood, Florida**

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ashley Aguiar**

DEPARTMENT: **Administration**

ITEM: **Ratification of Settlement Agreement for 1719 Fessler Street, Englewood, Florida.**

PURPOSE / JUSTIFICATION: **To ratify the settlement agreement pertaining to 1719 Fessler Street.**

MOTION: **To ratify the settlement agreement pertaining to 1719 Fessler Street.**

Prepared By: **Ashley Aguiar**

Date: **January 30, 2025**

Approvals:

Interim-Administrator

Finance

Water Operations

Wastewater Operations

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

ATTACHMENTS: **None**

BOARD AGENDA ITEM SUMMARY 6a

MEETING DATE: **February 13, 2025**

SUBJECT: **Employee Handbook Update**

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Heather Bagshaw**

DEPARTMENT: **Human Resources**

ITEMS: **Employee Handbook Update**

PURPOSE / JUSTIFICATION: **The senior staff have conducted a further review of the updated Employee Handbook, and a copy was provided to the Board during the meeting on January 9, 2025. It was decided that any suggested changes from Board members should be addressed before finalizing the Handbook, which is to be expected to be presented at a future board meeting.**

MOTION:

Prepared By: **Ashley Aguiar**

Date: **February 5, 2025**

Approvals:

Interim Administrator

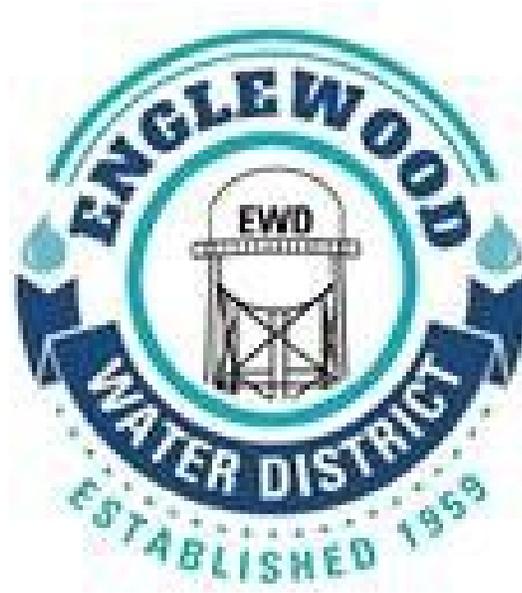
Finance

Water Operations

Wastewater Operations

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

Attachment: **Draft Employee Handbook**



Englewood Water District

EMPLOYEE HANDBOOK

Effective March 1st, 2025

BOARD RESOLUTION _____

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INTRODUCTION

This handbook has been prepared to introduce you to the Englewood Water District (EWD) and is intended to provide a set of guidelines for your employment. This handbook supersedes any other prior versions of the EWD Employee 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 EWD 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 any contract of employment with you or any other employee, except by written agreement designated as an employment contract, signed by the 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 manager or the Human Resource Manager if you have any questions. After you have reviewed the handbook, please sign the Acknowledgment and Receipt, or electronically sign through the District's official time management software, and return the signed copy to Human Resource Manager.

Personnel policies, procedures and benefits are affected by changes in applicable law, regulations, economic conditions, and the way that the EWD does business. Therefore, the EWD 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.

I. PURPOSE OF THIS EMPLOYEE HANDBOOK

It is the purpose of this Employee Handbook to establish policies and procedures which will serve as guidelines for employee conduct and administrative actions concerning various personnel activities and transactions. These policies and procedures may be changed at any time. Any procedures outlining pay plans and benefits may also be changed at any time.

II. EWD ADMINISTRATION

The Administrator, under the direction of the Board of Supervisors, is responsible for the development and implementation of this Employee Handbook. Any changes thereto necessary for the effective administration of the personnel system must be approved by the Board of Supervisors. All matters pertaining to hiring, performance reviews, discipline, and/or terms and conditions of employment are under the direct and exclusive authority of the Administrator.

No employee, except the Administrator, is authorized to enter into any contract of employment with any employee, whether written, expressed, or implied.

No applicant or employee, therefore, is entitled to rely on any oral promises of employment or continued employment, or employment for any definite duration.

It is the policy of EWD that Department Managers and the Administrator work together for effective coordination and management of EWD in a spirit of cooperation. Employees of EWD are expected to act in the District's best interest.

Conflicts with Other Laws, Rules, Regulations or Policies

Conflicts with other EWD Policies or Regulations. In the event of a conflict between this Employee Handbook and information contained in any other EWD employment material, this Handbook shall control. Departmental operating policies and procedures shall supplement and conform to these personnel policies.

Conflicts with other Laws, Policies, Court Orders or Agency Agreements. Whenever a federal or state law is different from EWD's Employee Handbook, that most favorable to the employee will be followed, except that when EWD is subject to a Court Order or Agency Agreement with federal, state and local agencies, including but not limited to the federal Department of Justice, Equal Employment Opportunity Commission, Occupational Safety and Health Administration, and Environmental Protection Agency, such Orders or Agreements shall prevail over the Employee Handbook.

Modification of Policies

EWD reserves the right to amend, modify, change, replace, suspend, or cancel any of its policies and procedures, including this Handbook, for any reason or no reason upon approval by the Board of Supervisors.

Only the most current version of any policy issued by EWD, as determined by the revision date shown on the policy, may be relied upon for guidance as to applicable policies and procedures. The most current version of any policy in this Handbook supersedes any prior policies or practices on the same subject

matter, whether said prior policy or practice was written or unwritten.

III. EMPLOYMENT

At Will Employment

The Employee Handbook does not imply or establish a contract between EWD and the employee. The contents of this Employee Handbook summarize current District policies and programs and are intended as guidelines only. EWD retains the right to change, modify, suspend, interpret, or cancel, in whole or in part, any of the published policies or practices of EWD, without advance notice, in its sole discretion, without having to give cause or justification to any employee. Recognition of these rights and prerogatives is a term and condition of employment and continued employment. As such, the contents of the Employee Handbook do not constitute the terms of an employment contract. Nothing contained in this Employee Handbook should be construed as a guarantee of continued employment, but rather, employment with EWD is on an at-will basis. This means that the employment relationship may be terminated at any time, with or without notice, by either the employee or EWD for any reason not expressly prohibited by law. Any written or oral statement to the contrary by a manager, employee, or other agent of EWD is invalid and should not be relied upon by any prospective or existing employee.

Employee Eligibility

EWD is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate based on citizenship or national origin.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9, and present documentation establishing identity and employment eligibility on or before the first day of work. Former employees who are rehired must also complete the form, if they have not completed an I-9 with EWD within the past three years, or if their previous I-9 is no longer retained or valid. All employees are subject to E-Verify of their documentation, as required by law.

Employees generally must be 18 years of age or older. Persons under 18 years of age may be hired only with the approval of the Administrator or his designees, and with presentation of all work permits required by law.

Categories of Employment

Full-Time Employees regularly work a minimum of 30-hours per week and may qualify to enroll in EWD's benefits plans.

Part-Time Employees are normally scheduled to work less than 30 hours each week and are not eligible for benefits.

In addition to the preceding, employees are also categorized as "exempt" or "non-exempt."

Non-Exempt Employees - Pursuant to the Fair Labor Standards Act (FLSA) and applicable state law, in general, this classification is given to workers who must be at their jobs regardless of having more or less work to do, either to provide coverage or support on an as-needed basis. Non-exempt employees will be paid at time and one-half for all authorized hours worked, more than forty (40) in a workweek.

Exempt Employees - Pursuant to the Fair Labor Standards Act (FLSA) and applicable state law, the hours worked by exempt employees are often irregular and may begin and end beyond the normal workday. These employees are exempt from the overtime provisions of the Federal Wage and Hour Law and do not receive overtime pay.

Staffing Plans

The Administrator will establish and maintain a staffing plan based on current District needs and approved budget. The staffing plan is subject to periodic updates, typically in conjunction with the budget process. Positions will be established, job descriptions written (if necessary), and paygrades assigned for each new position created and/or added.

Position Vacancy

EWD seeks to employ the most qualified people available. In this effort, EWD conducts an active job information and recruitment program. EWD's recruitment program shall be administered as follows:

- Upon learning that a vacancy will occur, the Department Manager shall immediately notify the Human Resource Manager.
- A job announcement shall be prepared and posted internally and/or externally.

Anniversary Dates

An employee's anniversary date shall be the first day of employment with EWD. Employees who are granted an unpaid leave of absence greater than 1 week may have their anniversary date shifted one day for each day missed to offset the approved leave time. If an employee returns within twelve (12) months of a break in service, the anniversary date shall be calculated as if the break in service was leave without pay.

Drug Tests/Physical Examinations/Background Checks

In connection with a contingent offer of employment, candidates are required to successfully pass a pre-employment physical, drug screen, and background check, paid for by EWD.

Introductory Period

The first ninety (90) days of employment (or in a new position) constitutes a new, transferred or promoted employee's Introductory Period. This mutual try-out period is designed to give the employee and EWD an initial evaluation period and an opportunity to determine whether expectations are met. Completion of the Introductory Period does not oblige the employee or EWD to continue the employment relationship. Either party remains free to end the employment at-will relationship at any time before or after the Introductory Period.

Employees rehired within twelve (12) months of leaving EWD on good terms will not be considered initial employment except for purposes of Florida Unemployment Compensation Laws.

Changes in Status of Employment

To qualify for a promotion or transfer to another department, an employee should be in good standing, including, without limitation, having received a satisfactory rating on his/her most recent performance appraisal. The employee will go through the regular interview process for selection. A request for

promotion or transfer does not guarantee that the employee will be promoted or transferred. The Administrator will have final authorization on internal transfers or promotions as needed to conduct District business or fulfill position needs.

Reclassifications

The Administrator reserves the right, at their sole discretion, to place an employee in a reclassified position whether the reclassified position is a promotion, demotion or lateral move.

Emergency Duty Assignments

If a civil emergency or other emergency conditions are declared, the Administrator or designee may assign any employee under their jurisdiction to any duties to fulfill the mission of EWD. Conditions constituting civil emergency may include, but are not limited to, civil disorders, hurricane conditions or similar catastrophes.

Resignation

An employee who desires to resign from their position is requested to provide a written statement with a minimum of two weeks' notice to his/her immediate manager. Failure to give the requested notice may affect the employee's rehire status. The period of notice may be reduced or waived upon recommendation of the Department Manager and approval of the Administrator. A notice of resignation shall become part of the employee's personnel file.

If EWD believes it is advisable for the employee to leave prior to the end of the employee's resignation notice, EWD will accept the employee's resignation and pay the employee for the remainder of the notice period. The effective date of resignation pursuant to the employee's notice of resignation shall be the last day on which the employee works. If the employee fulfills the resignation period or is released by the Administrator early in lieu of notice, the value of an employee's Annual Leave balance (up to 800 hours) shall be paid to the employee with their final paycheck following separation and the return of any District property in the employee's possession.

Employees who tender resignation with the District will not be allowed to schedule or use any leave time during their notice period, unless it was time already scheduled and approved.

Should the employee resign without proper notice, be terminated involuntarily, or for gross misconduct, the employee's accrued annual leave balance will not be paid out. Delayed Compensation Holidays and Personal Leave time is not paid out at termination under any circumstances.

Abandonment of Position

Employees who fail to show up for work for 2 consecutive days without approval or permission will be considered abandonment of position and shall be considered to have resigned.

References / Verification of Employment

Reference letters for departing employees are not provided. Verifications of employment should be directed to the Human Resource Manager. All verification of employment requests must be made in writing. The Human Resource Manager will only verify dates of employment, job title, and rehire status

for previous employees. Mortgage or other loan verifications of employees will be completed with the requested information. No other employee has the authority to complete a reference or a verification of employment without the District Administrator's permission.

IV. PERFORMANCE EVALUATION

Purpose

The primary purpose of the employee performance evaluation program is to inform employees how well they are performing and to provide feedback on their performance. Performance evaluations shall also be considered in decisions affecting salary, promotions, demotions, transfers, reassignments, dismissals, training needs, and other personnel changes.

Introductory Period Evaluation

New employees are subject to a 90-day (3-month) Introductory Period. This period provides time for employees to decide if the job suits them and for EWD to decide on the initial suitability of the employee. During this period, the employee must demonstrate, at a minimum, an aptitude for the work, compliance with all policies, as well as the ability and desire to succeed. Prior to the end of the Introductory Period, the employee will receive an evaluation from their manager. The successful completion of the Introductory Period does not alter the at-will nature of the employment relationship.

Annual Evaluation

EWD strives to conduct an annual performance evaluation for each employee. A satisfactory rating, however, does not guarantee an increase in salary nor does it alter the at-will nature of the employment relationship.

Unsatisfactory Evaluation

Failure or refusal of the employee to sign an unsatisfactory performance evaluation does not affect the assignment of the unsatisfactory rating, but refusal to sign and acknowledge receipt could result in discipline. Employees who receive an overall rating of "unsatisfactory" on their annual evaluation may be subject to corrective or disciplinary action up to and including demotion, transfer, or termination.

Special Evaluation

An employee may be placed on a Performance Improvement Plan ("PIP") by their immediate manager because of deficiencies in the employee's performance, or because of a violation of EWD's policies, rules, or regulations. The employee will be evaluated by their manager during and at the end of the PIP. If at any time EWD has determined that the employee has not corrected the deficiencies or actions which necessitated the imposition of the PIP, the employee may be subject to immediate dismissal or other action as determined by the Administrator. The placement on a PIP does not alter the at-will nature of the employee's employment.

V. EMPLOYEE POLICIES

Dress Code

District employees work in many different settings and have vastly different job duties. Some work in a business office environment, others are in the field doing physical work, and others serve in uniformed

public safety positions. Therefore, it is not possible to have one standard dress code for everyone. This policy includes general guidelines for District employees to follow.

EWD's dress code is set at the Administrator's discretion, but as a general guideline, employees should refrain from wearing:

- Clothes that bare an employee's stomach, back or chest,
- Extremely short skirts, sweatpants, see-through tops, or cutout apparel,
- Clothes that are excessively worn,
- Clothing where the employee's undergarments are visible
- Clothing containing profanity or offensive language or pictures.

District employees must always appear and act professionally. Neither clothing nor accessories are to constitute a safety hazard or hinder any employee's work performance. EWD shall comply with all applicable law regarding employee requests for exception to this policy based on religious or other reasons. All such requests shall be made to the Human Resource Manager and the Administrator. Employees may be required to clock out and go home to change if they violate this policy.

[Drug-Free/Alcohol Free Workplace Policy](#)

Substance abuse is a problem that affects everyone in the workplace, as well as a social problem. The abuse of alcohol and use of illegal drugs endangers the health and safety of the abusers and all others around them. Accordingly, EWD is hereby declared to be a Drug-Free Workplace in accordance with Sec. 440.101, Fla. Stat., and their implementing Drug Testing Rules. EWD hereby adopts the definitions set forth in Sec. 440.102, Fla. Stat., in their entirety. EWD's Drug-Free Workplace Program shall apply to all District employees, contractors, temporary employees, any person who receives compensation in any form from EWD, and to job applicants for safety sensitive or special risk positions.

EWD is committed to being a drug-free and safe workplace. District employees must be physically and mentally fit to perform their duties in a safe and efficient manner. Therefore, no employee shall work or report to work while under the influence of alcohol, illegal drugs or any substance that would affect their ability to perform their job in a safe and efficient manner. This prohibition shall not be applicable to the responsible consumption of alcohol by District employees who are off-duty and who are attending an authorized function or an event at a District facility.

The use, possession, manufacture, transportation, or sale of unauthorized controlled substances or the use of alcohol by any District employee during working hours or while on District property is prohibited.

Employees are further prohibited from being at work while Impaired. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and safely in a manner, that does not endanger clients or other individuals in the workplace. When employees are required to take any kind of prescription or nonprescription medication that may potentially affect their job performance, they are required to report this to their Department Manager.

If it is determined by the Department Manager, through physician consultation, if needed, that the individual is unable to perform the essential functions of their job without impairment caused by the

medication or the underlying condition, the employee will be directed not to work, using available leave options, until able to fully perform the essential functions of their job.

EWD reserves the right to take whatever measures are reasonably necessary to determine if alcohol or illegal drugs are located on or are being used on District property contrary to this policy. Measures that may be used include, but are not limited to, searches of people and of personal property located on District premises, which may be conducted by law enforcement, authorities, or District Management.

Failure to submit to a search or failure to submit to a drug or alcohol test when requested will result in immediate removal from service and may result in termination of employment.

Standard Policies

1. Illegal Drug Use

An employee bringing onto EWD's premises or property, including parking lots; having possession of, being under the influence of, or present in the employee's body, blood or urine in any detectable amount, or using, consuming, transferring, selling or attempting to sell or transfer any form of illegal drug as defined in this policy while on District business or at any time during the hours between the beginning and ending of the employee's workday, whether on duty or not, and whether on District or customer business property or not, is subject to discipline including discharge or suspension without pay from employment, even for the first offense.

2. Alcohol Abuse

An employee who is under the influence of alcoholic beverages at any time while on District business or at any time during the hours between the beginning and end of the employee's workday, whether on duty or not, and whether on District or customer business property or not, is subject to, at EWD's sole discretion, discipline including discharge or suspension without pay from employment, even for the first offense. An employee shall be determined to be under the influence of alcohol if:

- A. The employee's normal faculties are impaired due to consumption of alcohol or
- B. The employee has a blood alcohol level of .04 or higher.

3. Employer Action

Any employee or job applicant whom EWD is advised has a positive confirmed drug test, including for alcohol, will be subject to discharge even for the first offense. Employees are not eligible for rehire unless they show proof that they have completed a drug and/or alcohol rehabilitation program. If rehired, the employee will be subject to random testing for two (2) years, no more than twice in one year and will be required to sign a "Last Chance Agreement" acknowledging their obligations to EWD regarding drug and alcohol use.

Definitions

"Impaired" means under the influence of a substance such that the employee's motor senses or judgment either are or may be reasonably presumed to be affected.

"Legal Drug" includes prescribed drugs and over-the-counter drugs, which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

"Illegal Drug" means any drug (a) which is not legally obtainable under federal law (including cannabinoids such as marijuana); (b) which may be legally obtainable but has not been legally obtained; or (c) which is being used in a manner or for a purpose other than as prescribed. EWD tests for the following drugs and their metabolites (Substance Abuse DHHS (NIDA) Panel 5 Drug Screen):

- A. Amphetamines
- B. Cannabinoids (Marijuana) (THC)
- C. Cocaine
- D. Opiates (including heroin)
- E. Phencyclidine (PCP)
- F. Semi-synthetic opioids (hydrocodone, oxycodone, hydromorphone, oxymorphone)

Use of Medical Marijuana

Though Florida law now permits the use of medical marijuana by qualifying patients/users with certain medical conditions, marijuana (including cannabinoid and THC) use remains illegal under federal law as a Schedule 1 drug under the Controlled Substances Act. In other words, federal law does not recognize the legal use of marijuana for medical or any other purposes. As a result, EWD has no legal obligation to accommodate an employee's use of medical marijuana, even if the use otherwise complies with Florida law, because the use is illegal under federal law and remains a prohibited substance under the Florida Drug Free Workplace Act. Employees are advised that EWD will not accommodate or otherwise permit an employee's use of medical marijuana, whether such use occurs on duty or off duty. Thus, the use of drugs will continue to be enforced by EWD in the same manner as it always has, irrespective of the legalization of medical marijuana in Florida. Any violation of this policy, including for the use of medical marijuana, will result in disciplinary action.

Types of Drug Testing

EWD will conduct the following types of drug testing as deemed appropriate under the circumstances:

1. Pre-Employment Drug Testing:

All Prospective Employees must agree to submit to a drug screening. All offers of employment are contingent upon successfully passing the screening. If a Prospective Employee tests positive, the job offer will be rescinded.

2. Reasonable Suspicion:

EWD may require an employee to submit to a drug and/or alcohol test when there is information about an employee's appearance, conduct or behavior that would cause a reasonable person to believe that the employee has used or may be impaired by drugs or alcohol.

3. Post-Accident:

Employees may be required to submit to a drug and/or alcohol test after any workplace accident or any injury that requires medical treatment away from the property in accordance with state and federal law.

Challenges to Test Results

Employees have the right to challenge any confirmed positive test result. All challenges must be filed within 5 working days of receiving notification of such result. The first stage requires that the employee

explains or contests the result in writing to the Administrator or the Human Resource Manager. If the explanation is unsatisfactory, employees will be notified of such within 15 days of the date the challenge was received. At that time, employees will be provided with a copy of the positive test result and the name and address of the laboratory. If an employee was involved in an accident and denied medical benefits and/or indemnity benefits, the employee may file an administrative challenge by filing a claim for benefits with a Judge of Compensation Claims. If no workplace injury occurred, employees may challenge the test result in a court of competent jurisdiction. If an employee decides to challenge the test result, it is employee's responsibility to notify the laboratory that is challenging the test result. Employee will be solely responsible for all costs associated with such a challenge:

1. Within 180 days after written notification of a positive test result, the applicant/employee shall be permitted by EWD to have a portion of the specimen re-tested, at the expense of the applicant/employee. This will be explained in the initial letter of notification to the applicant/employee.
2. If the applicant/employee desires to have the specimen tested at another laboratory, he or she shall have the first laboratory transfer the specimen to the second laboratory. EWD will not make the transfer.
3. The employee/applicant can administratively challenge the results of a drug test by filing a claim with a Judge of Compensations Claims within thirty (30) days after receipt of the employer's response to his explanation. EWD shall pay the cost of initial and confirmation drug tests which it requires of employees.

Employee Assistance Programs (EAP) and Local Drug Rehabilitation Programs

EWD encourages all employees who need assistance in dealing with alcohol or drug dependency issues to voluntarily seek professional support employees with alcohol or drug dependency problems may choose to seek counseling through the various private and public agencies that exist in our community. Examples of such agencies' phone numbers are listed below. Employees who come forward to request treatment or a leave of absence for treatment will not be subject to discipline. Employees may not, however, escape discipline by first requesting such treatment or a leave of absence after being selected for testing or violating District policies and rules of conduct. Requests for voluntary treatment and related matters will be kept confidential in accordance with federal and state laws. Employees who seek treatment shall discuss the situation with their Department Manager if leave time, with or without pay, is required for the employee to obtain treatment or hospitalization.

While EWD encourages employees to seek appropriate treatment, EWD does not recommend nor endorse any drug specific rehabilitation program.

Helpful Numbers:

1. Drug/Alcohol Abuse Help line: 1-800-362-2644
2. Drug/Alcohol Abuse 24-hour Crisis Line: 1-800-283-2600
3. Alcoholics Anonymous: 1-800-252-6465
4. Drug Abuse, Alcoholism & Cocaine: 1-800-333-4444

Employees presently occupying a safety sensitive or special risk position will be temporarily removed from their position and placed into a non-safety-sensitive position while under rehabilitation. If an alternate position is not available, the employee will be placed on unpaid leave until rehabilitation is

complete.

Information Technology Policies

EWD computer system, internet, e-mail, voicemail and District-issued mobile device and other devices are the property of EWD.

This policy reaffirms that District employees have no reasonable expectation of privacy with respect to any computer hardware, software, electronic mail, text or instant message, voicemail or other computer or electronic means of communication or storage, whether employees have private access or an entry code into the computer or voicemail system, or District-issued mobile device. Employees have no right to privacy in any matter, whether personal or business-related, stored in, created, received, or sent through EWD's e-mail, internet, computer or voicemail systems or District-issued mobile device. EWD must adhere to Chapter 119, Fla. Stat., (the Florida Public Records Law) that governs public access and retention of information regardless of form. All messages should be considered public information unless otherwise designated by the Florida Public Records Law. EWD reserves the right to monitor the use of its voicemail and computer systems and District-issued mobile device, including, but not limited to e-mail, internet use, website history, call and text message history and history of materials, data and files downloaded or uploaded. EWD also reserves the right to retrieve and read any text or other message composed, sent, or received using EWD's e-mail or computer systems or District-issued mobile device. Monitoring and retrieval may occur at any time without prior notice. As a result, text messages must be converted and saved to EWD's computer system so they may be preserved. You are not to delete any messages without saving them as required by the Florida Public Records Law.

Mobile Device Policy

As a productivity enhancement tool, EWD encourages the business use of mobile devices to include but not limited to cellular telephones, iPads, and/or Tablets. Department Managers will determine the need for District issued mobile devices for their staff. The purpose of this policy is to clearly define the acceptable use of EWD's mobile devices and what actions are prohibited.

Ownership of Mobile Device Service/Equipment

EWD's mobile devices belong to EWD and the call logs of any mobile device communications, as well as text messages, pictures, and stored files are always accessible by EWD for business related or other purposes. Employees are to assume there is no right to privacy for communications, subject to Florida Public Records laws, on District mobile devices.

Information sent or received in connection with the transaction of official District business on a personal cellular device is subject to Florida Public Records laws. Personal phones are not to be used for District business related text messaging and if you receive a business-related text, you are responsible for forwarding the text to your e-mail for archiving.

Acceptable Use

Use of EWD's mobile devices is intended for District-related business. All employees are to use mobile devices as they would any other type of official District communications tools. Communications should fall within ethical guidelines and should not contain confidential information. Communication by mobile devices is encouraged when it results in the most efficient and/or effective means of communication.

All text messaging, voicemail, and other device usage is subject to monitoring, review, and restrictions. Text message archival software (when and where available) may be used to facilitate retention of text messages in accordance with the State of Florida General Records Retention Schedules.

Employees are to assume there is no right to privacy for electronic communications on EWD's communication devices. EWD IT Department will monitor call usage on District owned mobile devices and report suspected or known violations to the Department Manager or the District Administrator. It will be responsible for compiling electronic public records requests when needed.

Prohibited Use:

1. Employees may not use EWD's mobile devices in any way that may be insulting, disruptive, or offensive to other persons, or harmful to morale.
2. Employees may not use EWD's mobile devices in any way that compromises the integrity of EWD or its business.
3. Employees may not use EWD's mobile devices in any way that compromises or violates this Employee Handbook.
4. Employees may not use EWD's mobile devices in any manner that creates an unsafe environment for the employee or for others. Safety is a priority.
5. Employees must obey all state and local laws regarding the use of mobile devices while driving. (No texting while driving, No handheld phone use, etc.)

Employees are expected to follow this policy. Violations of this policy will be reported to the violator's Department Manager and may result in disciplinary action, if necessary up to and including termination of employment.

E-Mail Policy

EWD encourages the business use of e-mail as a productivity enhancement tool. Email access will be granted to all District employees unless specifically denied by the employees' Department Manager and/or EWD Administrator.

Ownership of the E-mail System

EWD's e-mail system belongs to EWD, and the contents of all e-mail communication are always accessible by EWD, with or without advance notice. Nothing in or on the e-mail system should be considered confidential. The employee has no right to and should have no expectation of privacy of e-mail while using EWD's system.

Acceptable Use

Use of EWD's e-mail system is intended for District related business. All employees are to use e-mail as they would with any other type of official District communications tool. When any e-mail is transmitted, both the reader and sender should consider if the communication falls within ethical guidelines. No communication should contain confidential information. Communication by e-mail is encouraged when it results in the most efficient and/or effective means of communication.

District employees are permitted incidental and occasional personal use of the email system, and such

use will be treated the same as other business-related e-mail messages. Email users are not to add slogans, quotes, special backgrounds, special stationeries, digital images, unusual fonts, etc., to the body of their electronic messages. Personal e-mail is defined as a personal exchange not covered by the Florida Public Records Law.

The following are guidelines when using EWD's e-mail system for personal use:

1. Personal incoming or outgoing e-mail must be kept to a minimum so that it does not consume more than a trivial amount of system resources and should not include anything relating to EWD's business.
2. Personal use must not interfere with normal business activities, must not involve solicitation, must not be associated with any for-profit outside business activity, and must not potentially embarrass EWD.

Personal incoming or outgoing e-mail must not interfere with an employee's productivity.

1. Personal use of the e-mail system is a privilege that may be monitored, restricted, or revoked at any time.
2. Personal e-mail should be extremely limited in use and deleted after it is read.

NOTE: All messages sent by electronic mail are District records. Personal e-mails may be accessible to the public under the access portion of the Florida Public Records Law in certain circumstances.

Prohibited Use

1. Charitable or fundraising campaigns unless specifically approved in advance by an EWD manager.
2. Solicitations or proselytization (defined as: campaigning, preaching, or evangelizing) for commercial ventures, chain letters, religious or personal causes, or outside organizations or other similar, non-District-job related solicitations.
3. E-mails that may be insulting, disruptive, or offensive by other persons, or harmful to morale or violate the discrimination or harassment policies of EWD.
4. Use of e-mail to send copies of documents in violation of copyright laws.
5. Use of e-mail system to compromise the integrity of EWD or its business in any way.
6. Use of e-mail to offer for sale non-District related items.

Retention of E-mail

All incoming and outgoing e-mail is archived on the archiving server and is searchable by the IT department for public records requests. User mailboxes will have a mailbox quota to limit the amount of e-mail retained on the e-mail server to improve performance.

Mailbox Limits

The IT Department will set mailbox and message size limits that are appropriate to the stability and adequate performance of the e-mail system.

Enforcement

The IT Department will provide for the enforcement of these policies using monitoring technology and report violations to the Department Manager of the offending employee or the District Administrator for disciplinary action, if necessary.

Responsibilities

End-Users must be aware of these policies and ensure compliance, must maintain e-mails in accordance with State of Florida Public Records Laws, and must coordinate long-term storage with the IT Department, when necessary.

Internet Policy

EWD encourages the business use of Internet access as a productivity enhancement tool. Internet access will be granted to all District employees unless specifically denied by the employees' Department Manager and/or EWD Administrator.

Acceptable Use

Use of EWD's Internet access is intended for District related business. All employees are to use the Internet as they would with any other type of official District tool. Users should consider ethical guidelines.

District employees are permitted incidental and occasional personal use of EWD's Internet system, and such use will be treated the same as any other legitimate business access. Personal use of EWD's Internet is a privilege that may be monitored, restricted, or revoked at any time. EWD reserves the right to search and/or monitor EWD's Internet usage and the files/transmissions of any employee without advance notice and consistent with applicable state and federal laws. Employees should expect that communications that they send and receive by the Internet will be disclosed to District management. Employees should not assume that communications that they send and receive by the Internet are private or confidential.

Prohibited Use

Any use of the Internet for "moonlighting", soliciting for commercial ventures, gambling, religious or personal causes, or outside organizations, or for other similar non-District job related solicitations is strictly prohibited. EWD's policies against sexual and other types of harassment apply fully to Internet usage, including the use of instant messaging programs. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from displaying, transmitting and/or downloading sexually explicit images, messages, ethnic slurs, racial epithets, or anything that could be construed as harassment or disparaging to others, or which may bring disrepute to EWD.

Users shall not download or install any programs, browser plug-in or "enhancement applications" such as Flash, Real Media, Quick Time, Shock Wave, browser toolbars, etc., without permission from the IT Department. This includes, but is not limited to pop-up blockers, anti-spyware programs, screen savers, background changers, or any other item that is not provided by the IT Department as part of the original system configuration or added by IT.

Security and Blocked Access

The IT Department will provide Internet security that includes, but is not limited to, firewall protection, specific routing, profiles, and passwords. Web sites that have no legitimate business purpose may be blocked from access. All web and internet traffic may be blocked from access until a specific business

use is demonstrated. An audit trail of access to sites may be maintained by the IT Department to investigate possible violation of District policy or breach of security.

All Systems passwords and encryption keys must be available and known to the EWD IT Department. Employees may not install password or encryption programs without the written permission of the IT Department. Employees may not use the passwords and encryption keys belonging to others.

Public Representation

No media advertisement, Internet home page, electronic bulletin board posting, electronic mail message, or any other public representation in reference to EWD may be issued unless appropriate management has granted approval. Any items placed or administrative access given are temporary, and all services provided on the website etc. are owned by EWD.

Media Policy

All requests for information or comments from the media regarding EWD are to be directed to EWD Administrator or designated representative. Employees should not give comments to the media on behalf of EWD unless specifically directed to do so by EWD Administrator.

Social Media and Networking Policy

EWD uses traditional media and social media to provide accessible and timely information to its various audiences, including residents, visitors, and business owners and their employees.

General management responsibility

Under the direction of the Administrator, EWD's IT department is responsible to direct, manage and oversee all social media platforms that communicate EWD's various services, functions, and locations. The contractor that oversees Information Technology for EWD has responsibility for technical and security issues.

The IT department may delegate certain responsibilities to specific District employees to assist them with content. These designated employees ("content managers") are the only employees who may create content, set up new accounts, and send or respond to messages via District social media platforms.

Staff will always follow EWD's policies and procedures when creating or participating in District-sponsored social media. The IT department will determine and control EWD's social media activities such as but not limited to the creation or use of accounts on new or existing platforms. No account will be created or utilized on any social media platform that is prohibited under State or Federal law.

Standard practices by employees when posting on behalf of EWD:

1. Protect sensitive or personal information.
2. Coordinate messages and responses with the appropriate subject matter experts.
3. If using photos taken by people other than District staff, obtain verbal permission and give written credit in the post.
4. Monitor and appropriately respond to user comments but **DO NOT DELETE THEM**. The public has the right to free speech including in written form on social media accounts operated by

government agencies. Social media posts may disable all user comments as circumstances require. Disabling comments must apply to the entire post and may not target any individual user.

5. Consult with the Administrator or designee on how best to respond if conversations become challenging.
6. Be accurate.
7. Correct mistakes promptly.
8. Be considerate.
9. Respect copyrights and trademarks.
10. Use work e-mail addresses and strong passwords, and actual profiles, not fake profiles, to manage content.
11. **NO GENERIC LOGINS** – real profiles must be used to manage the platform. We risk our platforms being shut down by the companies that provide them if we do not use an authentic profile of a real person to manage our presence.
12. Ensure that each platform has at least two admins so that access is not lost if someone is gone.
13. Avoid advertisements, sponsorships, and endorsements.
14. Stay within area of expertise.

Personal use of social media by employees

Employees have the right to personally participate in social media using their own equipment and time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames customers, competitors, vendors, or other employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person's reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law. Sharing posts to personal social media accounts that have been published on EWD's official social media outlets is permitted. Nothing in this policy is designed to limit an Employee's rights under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment with other employees.

Public records

Social media communications are public records and EWD must comply with all public records laws and requests.

Branding

All District social media presences will have a look and feel consistent with other communications tools used by EWD, including the logo.

Comments policy

This policy will appear on or be linked to District-operated social media outlets:

This official EWD social media page is provided to share news and information related to District governance. We do respect your right to freely express your opinions, and we ask that you be respectful and refrain from vulgar language, personal attacks, or offensive comments that

disparage any ethnic, racial, or religious group. We do reserve the right to hide comments of this nature. We also reserve the right to delete comments that are spam or link to other sites, advocate illegal activity, promote services, products, or views that are not consistent with EWD, infringe on copyrights or trademarks, or use personally identifiable medical information. Please keep in mind when communicating with EWD through social media platforms that all posts, messages, responses, and files are public records and are subject by law to public disclosure and public records requests. EWD does not monitor social media pages in real time. If you are experiencing a water or sewer emergency, you should contact our office at 941-474-3217. If you have questions about the operation of this site, contact EWD's IT department.

Arrests and Convictions

Loss of Driving Privileges

Employees are responsible for notifying their Department Manager and the Human Resource Manager regarding any loss of driving privileges within 24 hours of the occurrence or by the beginning of their next shift, whichever is sooner.

Conviction of Crime

Employees are responsible for notifying their Department Manager and the Human Resource Manager regarding any conviction of crime, felony, or misdemeanor, within five (5) days of conviction.

EWD reserves the right to take whatever actions it deems necessary with respect to the employee's employment if it believes the employee's ability to effectively perform their job function may be affected because of either loss of driving privileges or by conviction of felony or misdemeanor. Employees may receive disciplinary action up to and including termination of employment for failure to provide adequate notification.

Weapons and Firearms

Consistent with applicable Florida law, including Sec. 790.251, Fla. Stat., employees, contractors, volunteers, or other individuals doing business with EWD may not carry or otherwise possess a weapon or firearm while at work, on duty, or on District property, even if the person possesses a license to carry such firearm or weapon. Provided, however, that a legally owned firearm may be kept securely locked and out of sight within a private vehicle in a parking lot so long as the individual and the vehicle are lawfully on the premises; the employee or contractor has a license to carry the concealed firearm; the possession of the firearm is not for an unlawful purpose; and the firearm is never exhibited on District property for any reason other than a lawful defensive purpose. Employees who violate this policy are subject to disciplinary action, up to and including discharge.

Search Policy

Running EWD demands that EWD have free access to all its property, including its communication systems, without fear of stumbling upon things employees want to keep private. Therefore, anything an employee wants to keep private should not be kept on or within EWD property, including the communication systems.

Employees are aware that EWD's premises and equipment, including its communication systems, ARE NOT PRIVATE. With the communications systems, even "deleted" files can be retrieved and read by EWD,

and the company has the right and ability to implement programs that track employee use of communication systems such as the internet and the telephone. Passwords must be disclosed to EWD, and anything that is locked must have a duplicate key for the Administrator, or his/her designee to permit entry. EWD also reserves the right to search for you, your desk, or office, as well as any item that you bring on to EWD or client property, including your purse and your automobile, except where prohibited or limited by law. Refusal to submit to a search is cause for dismissal. The reason for a workplace search should be reasonable, and the scope should be limited to accomplish the goal of the search.

Fragrance Free Workplace

To ensure that EWD is a fragrance-free workplace, employees are prohibited from bringing onto the premises natural or artificial scents that could be distracting or annoying to others, including perfumes, colognes, lotions, candles, etc.

Employees required by medical necessity to use medicinal lotions or creams that contain odors may request reasonable accommodation from their Manager, the Human Resource Manager, or the District Administrator.

Smoke Free Workplace

EWD provides a healthy, comfortable, and productive work environment for its employees. State law prohibits smoking in public buildings and facilities. All owned or leased District buildings, facilities, and vehicles are designated as non-smoking. Smoking areas have been designated outside District buildings and facilities. This policy applies to all employees, clients, contractors, vendors, and visitors. The use of smokeless tobacco products and vaping is also prohibited by EWD except in designated smoking areas.

The success of this policy depends upon the thoughtfulness, consideration, and cooperation of all employees. Problems should be brought to the attention of the appropriate manager and should be handled through the normal chain of command. Employees who violate this policy may be subject to the same disciplinary action that applies to other infractions of District policies.

Telecommuting/Remote Work Policy

Telecommuting/remote work allows employees to work at home, or in a satellite location. EWD considers telecommuting/remote work to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting/remote work may be appropriate for some employees and jobs but not for others. It is not an entitlement; it is not a District-wide benefit. The Telecommuting/remote work arrangement in no way changes the terms and conditions of employment with EWD and does not alter your duties, obligations, or responsibilities. Telecommuting and/or remote work requests must be approved by the Administrator.

Workplace Violence

It is District policy to promote a safe environment for its employees and the visiting public, and to work with our employees to maintain a work environment that is free from violence, harassment, intimidation, and other disruptive behavior. EWD has a zero-tolerance policy for violent acts or threats of violence against our employees, applicants, visitors, guests, or vendors.

EWD expressly prohibits any act or threat of violence, whether verbal or physical, by any employee, former employee, consultant, guest, vendor, or other visitor to our workplace. If any employee is found to have engaged in any act of violence, threatened, perceived or actual, the employee will be subject to discipline, up to and including discharge. EWD expects all its employees to conduct themselves in an appropriate, non-threatening manner always.

Employees should notify the Human Resource Manager if a restraining order related to them in any way is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace. All managers and all employees have an obligation to report to any person who exhibits threatening behavior towards another employee or poses a danger or threat to any employee, vendor, contractor, or other visitor to the Human Resource Manager immediately. If an employee feels they are in imminent danger, they should dial 911. District employees are required to cooperate with law enforcement officials to aid in the prosecution of anyone who threatens to commit or does commit violent acts against other employees or individuals doing business with EWD.

VI. EMPLOYEE PAY/PAYROLL

Pay Periods

A pay period consists of 14 days, two (2) weeks. Employees are paid on the Thursday following the end of the pay period.

Effective Date of Changes in Pay

The effective date of personnel transactions affecting an employee's rate of pay shall be the day of the transaction.

Hours of Work/Attendance

Regular working hours for full-time regular District employees shall consist of forty (40) hours per week. The workweek begins at 12:00 a.m. on Monday and continues through 11:59 p.m. on Sunday. All regular hours worked, up to 40 hours, will receive compensation at the employee's regular rate of pay.

For those positions that provide service to the public, established starting times and lunch schedules will be followed carefully to provide the best possible customer service. For those positions that do not provide direct service to the public, Department Managers will have greater latitude in establishing lunch periods and breaks.

Time Reporting

Non-exempt hourly employees are required to keep accurate and complete time records of daily hours worked through the timekeeping system authorized by EWD. Non-exempt employees are required to clock in and out when starting and ending their workday.

Exempt employees are asked, but not required outside of declared state of emergencies, to clock in and out for each workday to record their attendance and for productivity purposes.

EWD expects employees to be reliable and punctual. ALL employees are required to report for work on

time and as scheduled. If an employee cannot come to work or is late for any reason, they must contact their immediate manager as soon as possible. Unplanned absences disrupt work, inconvenience other employees, and affect productivity. If an employee has a poor attendance record or excessive lateness, this becomes a performance issue and may be subject to disciplinary action, up to and including discharge. Documentation of hours worked is substantiated through the Time and Attendance System that the employee and their manager approve.

All employees are required, at the end of each pay period, to review and approve the hours worked and ensure that their time was properly recorded. Employees who fail to review or timely submit their hours worked at the end of each pay period may be subject to disciplinary action.

Non-exempt employees are not to work any hours outside of their scheduled workday unless their manager has authorized the unscheduled work in advance, or an emergency exists. Non-exempt employees are not to start work early, finish work late, work during a lunch break or perform any other extra or overtime work unless authorized to do so and that time is recorded on their timecard.

Non-exempt employees are prohibited from performing any “off-the-clock” work. “Off-the-clock” work means work they perform but fail to report on their timecard. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge. If you are instructed to work off the clock by a manager, you are to inform the Human Resource Manager immediately.

Employees are also prohibited from falsifying or altering their time records, including entering time for a co-worker, without obtaining prior permission from their Department Manager. Falsifying or altering time records will result in disciplinary action, up to and including termination of employment.

Lunch Periods and Breaks

All non-exempt employees will receive a paid lunch period of at least thirty (30) minutes per day. Non-exempt 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. An employee may not accumulate or be compensated for unused lunch or break times. Work breaks will not cover a late arrival for duty or early departure from duty.

Shift Differential

Employees assigned to work 2nd or 3rd shift between the hours of 3:00pm and 7:00am will receive shift differential pay. Shift differential is calculated as \$0.80 per hour more than base wage for 2nd shift hours (3:00pm-11:00pm) and \$1.20 per hour more than base wage for 3rd shift hours (11:00pm-7:00am). Shift differential applies to Water and Wastewater Operator positions only.

Overtime

Employees will be compensated at a rate of one and one-half (1.5) times their regular wage rate for all hours worked over 40 during the designated workweek. Leave time and non-work paid holiday(s) hours do apply to the 40-hour threshold but will not be compensated at more than the regular wage rate of the employee.

All overtime hours should have the advance approval of the Department Manager or the Administrator prior, except in an emergency. Non-exempt employees who work overtime hours must report on all the hours that they work, and the Department Manager shall ensure that the overtime hours are properly recorded. Except in the case of a documented emergency, employees may be subject to disciplinary action for the failure to obtain the required pre- approval to work overtime.

EWD reserves the right to schedule mandatory overtime for employees to ensure that EWD's operational needs and continued quality of customer service are provided. The assignment of overtime, however, will be made in an equitable manner, if practical and, if possible, will endeavor to avoid conflicting with an employee's off duty plans and personal emergencies.

Emergency Call-Out

Non-exempt employees assigned to be on-call shall receive a stipend payment of \$175.00 per week or as approved by the Administrator.

While on-call, the employee shall be required to be reachable by the District's emergency cell phone and able to respond to such emergency within 30 minutes of receiving the call. The employee is free to pursue personal activities if communication is possible, and the employee is in a state of readiness to respond promptly to a call as defined above.

Employees called to work outside of their regularly scheduled hours or on a holiday will receive pay for time worked or a minimum of two (2) hours, whichever is greater. An employee called back to work during the same two (2) hour window of previous call-in start will not constitute a new call-in but only extend the previous time worked. Employees who have not left their regularly scheduled shift are not eligible for the 2-hour minimum, but a continuation of their workday.

Employees called into work for emergencies will be compensated at the Emergency Call-out rate of one and one-half (1.5) times their regular rate of pay. Employees do not need to reach the 40-hour per week threshold to be compensated at the Emergency Call-out rate. Emergency callouts do not count towards the 40-hr per week threshold for regular work time calculations. Emergency callouts are not subject to be paid at above the Emergency Call-out rate, regardless of overtime status.

Holiday Pay

For holidays (actual or observed) that fall on the employee's regularly scheduled workday, all full-time employees who are not required to work will receive holiday pay at their current regular wage rate for those hours they would have been scheduled.

Regular full-time non-exempt employees who are required to work on a holiday (actual or observed) shall be compensated at the Holiday rate of double time and one half (2.5 times) their regular wage rate, including shift differential if applicable, for all hours worked. Employees required to work both the observed and the actual holiday will only receive holiday pay worked (2.5 times) for the actual holiday. The observed holiday will be paid at an employee's regular rate of pay, including shift differential if applicable.

Regular full-time employees who are not scheduled to work but called in for an emergency on the

ACTUAL holiday will be compensated at the Holiday Emergency Call-out rate of double time and one half (2.5 times) their regular wage rate for all hours worked. Regular full-time employees who are not scheduled to work but called in for an emergency on the **OBSERVED** holiday will not receive the Holiday Emergency Call-out rate but shall be paid in accordance with the emergency call-out rules outlined in the Employee Pay/Payroll section. The 2-hour minimum still applies.

Holiday hours worked will be counted towards the calculation of overtime but are not subject to be paid at more double time and one half (2.5 times) an employee's regular rate of pay, including shift differential if applicable, regardless of overtime status.

Error in Pay/Safe Harbor for Exempt Employees

EWD makes every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. Please review your pay stub when you receive it to make sure it is correct. All payroll deductions will be made in accordance with the Fair Labor Standards Act and all applicable federal, state, and local laws.

Those classified as exempt salaried Employees will receive a salary which is intended to compensate them for all hours they may work for EWD. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed. Salaries are subject to certain deductions as allowed under federal or state law. However, federal and state law permit deductions to accrued time for full- or partial-day absences. Exempt employees who take time off for personal reasons, sickness or disability must use accrued leave time to cover the time taken off.

Any employee, non-exempt or exempt, who believe their wages to have been subject to any improper deductions or their pay does not accurately reflect all hours worked, should report the error to their Department Manager or to the Human Resource Manager as soon as possible so the error may be investigated and corrected if necessary.

Direct Deposit

EWD encourages direct deposit of pay to an employee's bank account(s). Employees can request to have their check deposited in more than one account.

Compensation

EWD strives to maintain a competitive compensation package that is reviewed and approved by EWD Board of Supervisors and based on the following factors:

1. Approved sliding scale wage matrix pay plan for each position based on market research and analysis, with reviews and adjustments made accordingly to be effective each October if needed.
 - a. The pay for a newly hired employee will be at least the minimum of the wage matrix for which the position is assigned. The Administrator may approve starting wages higher than the minimum and no more than midpoint of the salary range for the classification of position. A higher base rate of pay above the midpoint must be approved by the Board upon the Administrator's recommendation.

2. An employee who is promoted, constituted by a new job title and pay grade on the wage matrix, will receive a minimum of 5% or an increase to the minimum of the pay grade they are being promoted, whichever is greater.
 - a. Lateral transfers may be directed and approved by the Administrator and may or may not constitute a promotional increase in pay wage.
3. Upon successful completion of a required certification and/or license, the employee will receive a pay increase of 3% or minimum of the pay grade in which the position falls within, whichever is greater.
 - a. A single employee may receive a maximum of three 3% increases in each department.
 - b. Employees who do not obtain the required certifications and / or licenses within the timeframe outlined may have their employment terminated.
4. Performance Bonuses that may be awarded by the authority of the Administrator.
5. Merit pay increases are typically on October 1st, but not guaranteed, in conjunction with the budget year and approved by the Administrator.
6. Economic Stipends (cost of living) that may be implemented at the discretion of the Administrator in the event of unforeseen national and or regional economic conditions.
7. Reductions in an employee's base rate of pay may be approved by the Administrator because of voluntary or involuntary demotion.
8. Employees who are assigned substantially additional duties outside of their job description may receive an increase in pay wage which does not exceed the maximum of their pay grade, upon approval by the employee's department manager and the Administrator.

VII. EMPLOYEE BENEFITS

Purpose

EWD recognizes the value of benefits to employees and their families. EWD supports employees by offering a comprehensive and competitive benefits program. The next few pages contain a brief outline of the benefits programs that EWD offers to eligible employees. The information presented here is intended to provide only a brief overview of the benefit plans that are available and is for general information only.

Further, EWD retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority about administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility, and entitlement. While EWD currently intends to maintain these benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

Eligibility

All full-time regular employees and their dependents are eligible for the following benefits beginning the first of the month following 30 days of employment.

EWD requires all employees to be covered by medical insurance. Employees who choose to have medical insurance coverage outside of the District's plan must provide proof of coverage during initial or open enrollment. Employees who choose to waive medical insurance may be entitled to a stipend added on a bi-weekly basis to their gross earnings. This stipend amount is determined by the EWD Board

of Supervisors.

Upon retirement from EWD, employees with 30 years or more years of service are eligible for a monthly subsidy of \$500 to be used on the District's medical, dental, and/or vision insurance until they reach 65 years of age. The monthly premium is due on the 15th of the month prior to the coverage month.

Benefits, premiums, and percentage levels are subject to change each year upon renewal or Board approval.

Medical Insurance

EWD currently pays 100% of the employee coverage and 85% of the difference on dependent and/or spouse coverage. Employees who elect to have dependents covered under this plan will have their portion of the premium payroll deducted. Premiums and percentage levels are subject to change upon renewal each year.

Dental Insurance

EWD currently pays 100% of the employee and dependents (if elected) coverage.

Vision Insurance

EWD currently pays 100% of the employee and dependents (if elected) coverage.

Life Insurance

The basic group life insurance plan includes Accidental Death and Dismemberment (AD&D) insurance. EWD currently pays 100% of the policy costs for each eligible employee. AD&D provides benefits in the event an accident causes a serious injury or death.

The basic voluntary life insurance plan includes Accidental Death and Dismemberment (AD&D) insurance. Employees are responsible for all basic voluntary life insurance benefits at 100%. AD&D provides benefits in the event an accident causes a serious injury or death.

Short-Term Disability (STD)

EWD currently pays 100% of the policy costs for each eligible employee. STD benefits are paid to eligible employees who cannot work because of qualifying disability conditions caused by an injury or illness as determined by the insurance carrier. If the disability is due to pregnancy or a pregnancy related illness, it will be treated the same as any other illness that prevents an employee from working.

Long-Term Disability (LTD)

EWD currently pays 100% of the policy costs for each employee. The LTD plan is designed to ensure continuing income in the event an eligible employee becomes disabled due to qualifying disability conditions caused by illness or injury resulting in a long-term absence from work.

Retirement Plans

All EWD employees (both part time and full time) are required to participate in the Florida Retirement System. The rate of contributions is determined by the State of Florida each year and is subject to change

upon such notice.

All regular full-time employees are eligible to participate in EWD's 401(k) retirement plan. Participation in the plan may begin on the first day of employment. Employees may contribute up to the maximum allowable by the IRS into a 457 (b) retirement plan.

COBRA

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) was enacted to ensure that employees and their dependents can continue their health insurance once they are no longer eligible under EWD's health insurance plan.

There are strict rules about when employees and/or their dependents are eligible for COBRA benefits. COBRA allows an eligible employee and/or dependents to choose to continue their health insurance when a "qualifying event" happens. Qualifying events include the employee's resignation, termination, leave of absence, shorter work hours, divorce, legal separation, or death, or when a dependent child is no longer eligible for coverage under the employee's health insurance.

If a former employee decides to continue insurance under COBRA or a dependent elects COBRA, they must pay the full cost of such insurance at the group rate plus an administrative fee. Employees who are eligible for the health insurance plan will receive a written notice describing COBRA rights upon termination of employment or a qualifying event. This notice contains important information about employee/dependent rights and what to do if COBRA is needed. It is important that employees/dependents read the notice carefully and maintain it with their insurance documents. Upon a qualifying event, notice will be sent by District's benefit administrator as required by law.

Vaccinations

EWD employees working in Water, Wastewater, or laboratory departments may be strongly recommended or required to take a tetanus/typhoid or other appropriate vaccination. Determination of "job related" vaccinations will be at the discretion of the District Administrator. The cost of these vaccinations will be arranged and paid for by EWD.

YMCA

All regular full-time employees are eligible for a membership to the Sky Family YMCA. Employees who choose to add their spouse and/or dependents will be responsible for the difference in membership costs.

Uniforms

Uniforms shall be provided in accordance with District's Uniform Policy as approved and paid for by EWD.

Holidays

Newly hired employees are not eligible for holiday pay until completion of their Introductory Period.

The observed EWD Holiday Schedule shall be posted by December 1st of each year, but EWD typically observes the following paid holidays:

New Year's Day	January 1 st
Martin Luther King Day	As designated in January
Presidents' Day	As designated in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

If the holiday falls on a Saturday it is observed on the Friday preceding the holiday and if the holiday falls on a Sunday it is observed on the following Monday. If the observed holiday falls on a day already being observed by the District, no additional days shall be granted.

VIII. PAID LEAVE POLICIES

Paid leave hours are not subject to be paid at more than the employee's regular rate of pay, regardless of overtime status.

Annual Leave

Paid annual leave is a benefit provided for all full-time regular employees. Leave which is requested and approved prior to the day in which it is taken by the employee shall be considered "Scheduled Leave". Leave which is requested and approved on the day it is taken by the employee for reasons including, but not limited to, illness or injury, shall be considered "Unscheduled Leave".

Annual leave cannot be taken until it is accrued. Full-time regular employees start to accrue annual leave from the first day of employment, however, it cannot be taken until the employee has completed the introductory period. Part-time employees will earn accrued paid annual leave at half the rate of full-time employees.

Annual leave is accrued in the following amounts, based on tenure, on the first day of the current pay period for the preceding pay period:

Years of Service Completed	AL Accrual Rate	Total # of AL Hours Accrued per Year
<5	6.16	160
5-9	7.70	200
10-14	8.46	220
15-19	9.23	240
20-24	10.77	280
25-29	11.54	300

30+	12.31	320
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During a leave of absence with pay, annual leave will continue to accrue.

During a leave of absence without pay, annual leave will not accrue.

During any breaks in service, annual leave will not accrue.

Employees who terminate employment in good standing will receive their balance of hours paid, or a maximum of 800 hours, whichever is greater, on their last paycheck. Refer to the resignation section for details of resignation guidelines.

Annual Leave Buy Back

Payment for unused, accrued annual leave can be made upon voluntary termination of employment after twelve (12) months of satisfactory service. If employment with the District is terminated due to employee misconduct or a violation of District policy, the employee will forfeit and not receive payment for any unused, accrued annual leave.

An employee may request payment of excess accrued annual leave hours once every six (6) month period. The maximum amount of accrued annual leave hours an employee may “sell back” will not exceed 150 hours each six (6) month period. The employee must have taken a minimum of 80 hours of leave within the last 12 months and must leave a minimum balance of 80 hours in their annual leave bank. Payment for excess accrued annual leave will be made at the employee’s current pay rate at the time of request and processed with the next regular payroll. Employees with an Annual Leave balance of more than 800 hours may request an additional Annual Leave Buy Back at any time to alleviate the balance amount more than the limit.

Annual Leave Donation

Annual leave donation allows a qualified employee to voluntarily donate annual leave to another qualified employee who has exhausted all forms of paid leave to which they are entitled and who is unable to work because of extended serious illness or injury. Donated leave must be approved by the Administrator. Leave Donation will be paid out at the recipient rate of pay.

Personal Leave

Full-time regular employees are entitled to 20 hours of paid Personal Leave at the beginning of each calendar year. Personal Leave must be used during the calendar year in which it is earned and may not be carried forward to future calendar years, and if not used during the year it is granted it is forfeited. Personal leave must be taken in increments of .25 hours. New employees who hire in after January 1st will receive a prorated amount of personal leave for that given calendar year. Unused Personal Leave is not paid upon termination of employment.

Delayed Compensation Holiday (DCH)

Full-time regular employees who are not scheduled to work an observed EWD holiday will receive their regularly scheduled number of hours in DCH time. Employees who work on a holiday will not receive DCH time in addition to holiday pay as outlined above. DCH is awarded on the first day of the current pay period for the holiday that was observed in the previous pay period. DCH must be taken in increments of at least .25 hours. DCH time does not expire, but unused DCH time is not paid upon

termination of employment.

Paid Day Off (PDO)

The Administrator may authorize and approve PDO as needed. Should the Administrator exercise this option, all full-time employees will receive PDO at their current regular hourly rate for those hours normally scheduled to work. These PDO hours will count towards the 40-hour threshold for overtime calculations.

Pregnancy Leave

If a pregnant employee is temporarily unable to perform her job because of pregnancy, she will be treated the same as any other temporarily disabled employee. EWD provides pregnancy leave to all eligible employees in accordance with the Family and Medical Leave Act (FMLA), Pregnancy Discrimination Act (PDA), Americans with Disabilities Act (ADA), and Florida law. If an employee is suffering from a pregnancy-related disability and requires reasonable accommodation (which may include leave) for this purpose, the employee is encouraged to speak with the Human Resource Manager to discuss reasonable accommodation. Employees may be required to submit medical certification of your disability.

If an employee has been absent from work because of a pregnancy-related condition and recovers, she will be able to return to work in accordance with applicable law.

Parental Leave

Full-time regular employees are entitled to 80 hours of paid parental leave directly following the birth or adoption of a child. For employees eligible for unpaid leave under the Family and Medical Leave Act, this leave time is concurrent with the FMLA's unpaid leave time and shall not be used to extend the 12 weeks of unpaid FMLA leave.

Lactation Breaks

EWD accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child, as required by applicable law. The break time will, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the employee shall be unpaid.

EWD will provide employees who need lactation accommodation with the use of a room or other private location that is located close to the employee's work area that is safe, clean, has seating and electricity, as well as a place for personal items. EWD will also provide access to a sink with running water and a refrigerator or cooler for storing milk.

Employees who desire lactation accommodation should contact the Human Resource Manager to request the accommodation.

Family and Medical Leave Act (FMLA)

EWD is covered by the Family and Medical Leave Act of 1993 as Amended ("FMLA"). It is District policy

to provide family and/or medical leave. EWD employees are eligible for Family and Medical Leave Act (“FMLA”) leave if they meet the following requirements:

1. Have been employed by EWD for at least twelve (12) months or fifty-two (52) weeks. The twelve (12) months or fifty-two (52) weeks need not have been consecutive.
2. Have worked at least 1,250 hours during the 12-month period immediately before the start of the leave; and
3. Meet one or more of the following qualified leave reasons listed below.

Qualified Leave Reasons

EWD will grant FMLA leave to you (if you are eligible for leave and comply with the requirements of this policy) for the following reasons:

1. Your own serious health condition;
2. The birth and care of your newborn child;
3. Placement with you of a child for adoption or foster care;
4. Care of your spouse, child, or parent with a serious health condition;
5. For any “qualifying exigency” as defined by the U.S. Secretary of Labor, when your spouse, child or parent is or has been called to active duty in the Armed Forces.
6. Care for your spouse, child, parent or next of kin who is a covered service member and who suffered a covered injury or illness on active duty in the Armed Forces, as defined by applicable law. Leave for the birth and care, or placement and care of a child must conclude within 12 months of the birth or placement of the child. FMLA leave applies equally to male and female employees.

Amount of Eligible Leave Time

An eligible employee can take up to 12 weeks of leave under this policy during any 12-month period, except where the leave is for care of a service member. Leaves are calculated on a rolling basis. Where the leave is for the care of a service member, the leave may be up to 26 weeks in any single 12-month period and is not calculated on a rolling basis. Additionally, if the leave is for the care of a covered service member as well as for a qualifying exigency related to service of a covered service member, the combined leave can be up to 26 weeks in any single 12-month period.

In the case of workers’ compensation or disability leave for a reason that also qualifies for FMLA leave, and the other leave(s) will run concurrently (at the same time). Your Annual Leave, parental, and paid personal leave will also run concurrently, and you must exhaust it before going on unpaid leave (except where prohibited by workers’ compensation laws).

In certain circumstances, you may take intermittent leave or be on a reduced leave schedule (still not to exceed 12 weeks over a 12-month period). Intermittent leave or leave on a reduced schedule for the birth and care or placement and care of a child for adoption or foster care will be allowed only with EWD's prior written approval. EWD may temporarily transfer you to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

If both you and your spouse work for EWD, you and your spouse may only take a combined total of 12 weeks of leave under the FMLA, except that if the leave is for the care of a covered service member (or

is combined with a qualifying exigency for a service member on active duty), the leave may be a combined 26 weeks in any single 12-month period.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when EWD has approved the employment and the employee's reason for FMLA leave does not preclude the outside employment.

Requests for FMLA Leave

Except where leave is not foreseeable, when you plan to take FMLA leave, you must give EWD thirty (30) days' notice. Failure to give advance notice where foreseeable may delay or postpone the beginning of your leave. In accordance with the requirements of the Secretary of Labor, you must provide certification of your need for leave when it relates to military leave reasons. Except where leave is not foreseeable, you must complete a request for FMLA leave and submit it to the Human Resource Manager.

If you are undergoing planned medical treatment, or taking any other leave on an intermittent schedule, you are required to make a reasonable effort to schedule the treatment or leave to minimize disruptions to EWD's operations. This includes doctor's appointments or any other scheduled appointment. You are required to cooperate with EWD in this process.

If it is not possible to give 30 days' notice, you must give notice as soon as is practicable. In such instances, it should be practicable to provide notice of the need to leave either the same day you become aware of the need or the next business day.

When the need for leave is unforeseeable, you must provide notice as soon as practicable of the facts and circumstances of the situation, in accordance with EWD's usual and customary procedural requirements for reporting unscheduled absences.

Medical Certification Requirement

EWD will require you to provide a doctor's certification of a serious health condition of you or a spouse, child or parent being cared for by you. Certification will also be required for leave taken because of a qualified exigency arising out of the duty of a covered service member and for leave taken to care for a covered service member, as set forth by the Secretary of Labor. Failure to provide such certification may result in a delay or denial of your leave. Where EWD requires you to provide a medical certification, that certification is to be provided within fifteen (15) calendar days of EWD's request. Further, if notified by EWD that the certification is incomplete or insufficient, you will be required to cure the deficiency within seven (7) calendar days of receiving notice of the same. Failure to cure a deficient certification after receiving notice from EWD may result in delay or denial of your leave.

Where your request is for intermittent leave or a reduced schedule, the certification must also include dates and the duration of treatment and a statement of medical necessity for the request.

EWD has the right to ask for a second opinion if it has reason to doubt the certification. EWD will pay you to get a certification from a second doctor, which EWD will select. If necessary to resolve a conflict between the original certification and the second opinion, EWD will require the opinion of a third doctor.

EWD and you will jointly select the third doctor, and EWD will pay for the opinion. This third opinion will be considered final. You are required to cooperate with EWD in this process. While on leave, you are requested to report periodically to EWD regarding the status of the medical condition, and your intent to return to work. Whenever you learn of a change in the anticipated length of a FMLA leave, you must notify EWD within two (2) business days of learning of such a change. Recertification may be required every 30 days.

Benefits and Pay During Leave

FMLA leave is unpaid leave. If you have accrued PTO, parental leave, or personal leave, you will be required to use it first before the leave becomes unpaid. While you are on leave, EWD will continue your health benefits during the leave period at the same level and under the same conditions as if you had continued to work. If you are not on paid leave and do not remit payment for your premiums in a timely manner, if applicable, EWD reserves the right to cancel your health insurance in accordance with the FMLA.

Return from Leave

If you take leave under this policy, you will generally be able to return to the same job or a job with equivalent status, pay, benefits and other employment terms. Failure to return to work at the end of FMLA leave may result in your termination of employment. EWD may recover premiums it paid to maintain health coverage for you if you fail to return to work from FMLA leave.

Prior to returning from leave for your own serious health condition, you must furnish EWD with medical certification that you have been released to return to work. EWD may deny reinstatement until such certification is provided. EWD reserves the right to require such certification to specifically address your ability to perform the essential functions of your job. In all cases, you will be responsible for the costs associated with obtaining the certification.

EWD is not required to restore “key employees” to the same or similar position, if restoration would cause substantial and grievous economic injury to the operations of EWD. You may be a “key employee” if you are a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by EWD.

Fraud - Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including discharge.

Employees Who Do Not Meet the Minimum Eligibility Requirements or Require Additional Leave

Employees who are not eligible for FMLA leave or who have utilized all their FMLA leave may still be eligible for personal leave. EWD will review any request for additional leave, on a case-by-case basis, and will grant or deny it in the District’s sole discretion, or as required by state and federal law.

Personal Leave Without Pay (Non-FMLA)

EWD will consider a request from a full-time regular employee to take an unpaid personal leave of absence to fulfill personal obligations.

Eligible employees may request personal leave without pay only after they have completed at least one

year of service and are in good standing and they have exhausted all Accrued Leave. Employees are required to submit a leave of absence request in writing to their Department Manager and to do so as far in advance as possible so that the request can be given adequate consideration. All leave of absence requests must be approved in writing by both the Department Manager and the Administrator. An eligible employee may not take more than 180 days of leave without pay.

Each request for leave without pay will be given individual consideration. The decision to approve leave without pay will be based on several business factors such as anticipated workload needs and staffing considerations during the proposed absence. It is in EWD's discretion whether to approve the request for leave.

During any period of leave without pay, EWD will not provide any employee benefits. This includes, but is not limited to, annual leave accrual, holiday leave, medical insurance, other insurance, or retirement. The employee will receive COBRA paperwork for continuation of insurance benefits at the employee's sole expense.

When the leave without pay time ends, EWD will make every reasonable effort to return the employee to the same position, if it is available, or to an available similar position for which the employee is qualified. However, EWD cannot guarantee reinstatement in all cases.

If an employee does not report to work promptly at the end of an approved period of leave without pay or provide EWD with a written notice requesting an extension or explaining to EWD's sole satisfaction as to why they are unable to return, EWD will assume that the employee has voluntarily resigned.

Domestic Violence Leave

In accordance with Florida laws employees who have been employed by EWD for three (3) or more months may be granted up to three (3) working days of unpaid leave in any twelve (12) month period if the employee or a family or household member of an employee is a victim of domestic violence or sexual violence. An employee seeking leave under this section must, before receiving the leave, exhaust accrued leave, DCH or personal leave.

The leave may be used for any of the following reasons:

- a. Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence.
- b. Obtain medical care or mental health counseling, or both, for the employee or a family or household member (*) to address physical or psychological injuries resulting from the act of domestic violence or sexual violence.
- c. Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center because of the act of domestic violence or sexual violence.
- d. Make the employee's home secure from the perpetrator of the domestic violence or sexual violence or to seek new housing to escape the perpetrator.
- e. Seek legal assistance in addressing issues arising from the act of domestic violence or sexual violence or to attend and prepare for court related proceedings arising from the act of domestic violence or sexual violence.

(*) “Family or household member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of the employee or their family or household member, fifteen (15) days advance notice of the need for leave is required. Sufficient documentation of the act of domestic violence, such as a restraining order, police report or order to appear in court, is also required. Requests for leave and documents in connection with this leave will be kept confidential by EWD to the extent permitted by law.

Jury Duty and Court Leave

Full-time regular employees who are summoned for jury duty or are subpoenaed to testify as a witness in court (other than if the employee is the defendant in a criminal action) are eligible for up to eighty (80) hours of paid leave per summons. Employees called for jury duty must promptly notify their immediate manager so that arrangements can be made for their absence from work. Time spent in court is the actual time required to report, as scheduled in writing on the subpoena, until dismissed by the court. Employees on court or jury duty while on scheduled paid Annual Leave can reinstate Annual Leave hours served in court when satisfactory evidence of the time served on such duty is presented to the Human Resource Manager. The employee shall provide their Manager or the Human Resource Manager with proof of court or jury duty service before payment for such a time is approved.

Employees who are required to participate in other legal matters such as testifying as a witness, providing a deposition, etc. in an official capacity as a District employee will be paid their regular pay during their attendance at the proceedings. Any employee who is requested to report to court or other related matters in an official capacity as a District employee should notify the District Administrator immediately. The Administrator should notify the EWD Attorney providing information regarding the request to appear.

Bereavement Leave

Full-time regular employees are eligible for up to forty (40) hours of bereavement leave in the event of a death of a member of the employee's immediate family. The immediate family is defined as the spouse, grandparents, parents, surrogate parents, brothers, sisters, children, grandchildren of both the employee and the spouse. EWD may require verification of the need for leave.

Military Leave

EWD will grant a military leave of absence to employees who are absent from work because they are serving active duty in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law. Such employees must give their manager, and the Human Resource Manager advance notice of upcoming military service, and a copy of the official orders received from the military, unless military necessity prevents advance notice, or it is otherwise impossible or unreasonable.

EWD will grant eligible employees up to two-hundred forty (240) hours each calendar year for military leave, or the maximum amount required by Florida State Law. Employees needing to take additional military time may use any available accrued leave, such as annual leave or DCH, to help pay for the leave. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

Time Off to Vote

Employees who live such a distance from the assigned work location that it precludes voting outside of working hours are entitled to two (2) hour time off with pay to vote on all designated federal, state, and local election days. The time of day when such leave is taken must be approved in advance by the employee's manager.

Workers' Compensation Leave

EWD is committed to meeting its obligations under the Florida Workers' Compensation Act to provide medical, rehabilitation, and wage-replacement benefits to employees who sustain work-related injuries or illnesses. Employees must immediately report all illnesses and injuries no matter how minor to their manager or the Human Resource Manager and complete a First Notice of Injury Report. If an employee fails to timely report the injury or illness and assist in filing this Report, their claim, and benefits, if applicable, may be delayed or denied by the insurance carrier. A manager or the Human Resource Manager will assist in completing the First Notice of Injury Report. Failure to comply with Workers' Compensation laws may result in forfeiture of benefits.

To be eligible for Workers' Compensation benefits, the injury or illness must be a direct result of the job. Benefit entitlements are governed by law, but it is essential that all work-related accidents, injuries, and illnesses be reported immediately regardless of how minor.

If the injury or accident occurred after hours, employees are required to report an injury the next business morning. A report must be filed regardless of whether the incident required immediate medical attention.

If an employee needs medical attention, the Human Resource Manager must be notified so that the injury/incident can be reported to EWD's Workers' Compensation carrier, and a list of covered physicians can be provided. If emergency medical attention is required, the employee should seek medical treatment first and then notify the Human Resource Manager.

Employees may be required to submit to a drug and/or alcohol test about any workplace injury that requires medical treatment away from the property.

Employees cannot use group health plans for injuries or illnesses covered under the Workers' Compensation Act. In addition, employees cannot use their accrued leave while they are receiving wage-replacement benefits under workers' compensation.

If the employee is injured on the job and the injury qualifies as a serious health condition under the Family Medical Leave Act ("FMLA"), EWD requires that the time off for the Workers' Compensation injury

be counted against the employee's FMLA leave entitlement. EWD and the employee may agree to have unused, accrued paid leave supplement the employee's wage replacement benefit under the Florida Workers' Compensation Law where that benefit only provides replacement income for a portion of an employee's regular pay or salary. The employee is not required to use any paid leave while receiving the wage replacement benefits under the Florida Workers' Compensation Law. New Annual Leave benefits do not accrue while the employee is out on Workers' Compensation leave.

An employee who seeks to return to work following a workers' compensation injury must provide a Fitness for Duty letter from a medical provider verifying that the employee is fit to return to work and noting if there are any restrictions on the employee's work duties upon returning to work.

EWD works with its workers' compensation insurer to investigate any suspected fraudulent workers' compensation claims; and seeks the prosecution of any employees filing fraudulent claims or engaging in other workers' compensation fraud. Filing a false or fraudulent claim is also a violation of EWD's policy, and will result in disciplinary action, up to and including immediate termination of employment.

IX. RESPONSIBILITIES OF PUBLIC SERVICE

Gifts and Gratuities

In accordance with Florida law, employees of EWD are prohibited from seeking or accepting any gift or favor from any individual, corporation, or a business in exchange for official action or favorable treatment. It shall be the responsibility of each District employee to remain free from indebtedness or favors that would tend to create a conflict of interest between personal and official interests or might reasonably be interpreted as affecting the impartiality of the individual employee. If an employee is offered a gift or gratuity that could be construed to be an attempt to bribe, influence or to encourage special consideration with respect to municipal operations, the employee shall refuse the offer and promptly report the offer to their Department Manager, who in turn will inform the Human Resource Manager or the Administrator.

If there is any doubt whether a gift or gratuity is of such significance as to create undue influence upon the employee, the matter shall be promptly reported to the Administrator. If an employee knowingly accepts any gift or gratuity that creates undue influence or results in special consideration that benefits the giver, the employee shall be subject to disciplinary action, which may include termination from employment.

Nepotism

The purpose of this policy is to avoid favoritism, the appearance of or potential for favoritism, and conflicts of interest and loyalty often associated with nepotism. Nepotism is inconsistent with the District's longstanding policy of making employment decisions and other business decisions based solely on the District's needs and individual qualifications, skills, ability and performance. EWD is committed to a policy of employment and advancement based on qualifications and merit and does not discriminate in favor of or in opposition to the employment of relatives.

POLICY & PROCEDURE

Organizations can realize both benefits and problems by engaging in the practice of nepotism. As defined

by Merriam-Webster, nepotism is favoritism based on kinship. With the District continually challenged to find qualified, competent employees who will fit the organizational culture, family referrals can be a way to fill positions. From an employee relations standpoint, depending on how prevalent nepotism is within the organization, unrelated employees may feel disadvantaged.

Due to these competing concerns, policies and practices related to this issue need to be clear and transparent. When family member hires or promotions are made, the reasons for these decisions need to be objective and credible.

The policy below establishes rules for hiring family members. EWD is an equal opportunity employer and hires individuals based solely on their qualification and ability to do the job to be filled.

1. EWD will consider a member of an employee’s family for employment if the applicant possesses all the qualifications for employment for the position.

No person shall be hired, appointed, promoted, or transferred within the District’s departments where they have a close personal relationship, close business relationship, or are in any other way closely related to or dependent upon another employee, where one employee will be put in a position of direct and/or indirect supervision of the other. In addition, others, because of their position or customary involvement within the District, will be prohibited from influencing or seeking favor and will be deemed in violation of this policy.

For purposes of this policy, “close personal relationship” may be, but is not limited to, natural, adoptive, step, foster, or by marriage in nature including spouse, child, parent, brother, sister, grandparent, grandchild, first cousin, aunt, uncle, niece and nephew, or any other person who resides in the same household as the employee. For the purpose of this policy “closely related to” may be, but is not limited to, a strong connection between them. They are related because a family member may have married into their family.

2. Employees who marry or become members of the same household may continue employment if there is not:
 - a. Direct or indirect supervisor/subordinate relationship between the employees or
 - b. An actual conflict of interest or the appearance of a conflict of interest.

Should one of the above situations occur, EWD will attempt to find a suitable position within another department to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the affected employees will be permitted to determine which of them will resign their employment. If they do not choose, both employees shall be terminated from EWD service.

Definitions

Nepotism: favoritism in the workplace based on kinship, which ordinarily consists of making employment or other business decisions based on a family relationship.

Relative: the spouse, domestic partner, anyone in a romantic relationship and, whether by blood,

adoption, marriage or domestic partnership, the child, parent, grandparent, sibling, grandchild, aunt or uncle, niece or nephew, or any person residing in the immediate household (or the household of the spouse or domestic partner of any of these relatives) of an EWD employee, or his or her spouse or domestic partner, or person in a romantic relationship.

Outside Employment

District employment shall be the employee's primary employment. An employee wishing to engage in outside employment will notify their manager and request approval from the Administrator using the "Notice of Outside Employment Form" at least two (2) working days before the start of any such outside employment. At no time shall an employee engage in any other form of employment that conflicts with the guidelines of the Sunshine Amendment and Code of Ethics for Public Officers and Employees (Chap. 112, Fla. Stat.).

X. EMPLOYEE CONDUCT

General Conduct

District employees are expected to maintain high standards of conduct, and to perform their work safely, efficiently, and effectively, ever mindful of the expectations the public has of its employees. Acceptable personal behavior in the workplace involves exercising good conduct, good judgment, and integrity always. Discipline will be administered without regard to the employee's race, color, creed, religion, national origin, ancestry, citizenship status, age, sex, or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state and local law.

Employee Responsibilities

If an employee has knowledge that another employee has violated any law, regulation, policy, or procedure, it is the employee's responsibility to come forward and be forthright and cooperative in providing information to their Department Manager, the Administrator, or the Human Resource Manager. Failure to do this, if substantiated, could result in termination since there is no tolerance for employee misconduct. In addition to the reasons listed above, it is expected that all District employees will conduct themselves in a manner that contributes to building and maintaining a positive and productive work environment. Further, all employees are required to cooperate in any District investigation of any alleged violation of a law, regulars, policy, or procedure.

Progressive Discipline

District employees who fail to perform their work satisfactorily (poor productivity and/or poor quality), are continually tardy or absent from work, or engage in workplace misconduct shall be subject to disciplinary action up to and including discharge of employment. Progress disciplinary action may include the following steps to resolve the issue/problem and restore the employee to good standing:

1. Verbal counseling
2. Written warning
3. Suspension without pay
4. Demotion
5. Termination of employment

In some instances, a Performance Improvement Plan (PIP) may be utilized, for poor performance instances, concurrently with a warning or independently, at management discretion. A PIP is a structured, milestone-oriented plan to assist the employee in returning to acceptable performance levels. Despite implementing a progressive discipline policy, EWD reserves the right to impose whatever action it deems appropriate under the gravity of the offense and consider all the facts and circumstance without regard to sequence or number of steps. There are some instances of misconduct that cannot be tolerated and may result in immediate termination.

Prohibited Behavior

It is the policy of EWD that certain rules and regulations regarding employee behavior are necessary for the efficient operations of EWD and for the benefit and safety of all employees. Conduct that interferes with operations, that discredits EWD, or that is offensive to residents and coworkers will not be tolerated.

Any employee who commits one of the offenses listed below will be subject to disciplinary action, up to and including termination. The listed offenses serve as a guideline for Department Managers and personnel and are not all-inclusive. Offenses committed which are not listed here shall not interfere with the right or duty of the Department Manager or District Administrator or designee to counsel, discipline or terminate employees on other grounds which in EWD's sole discretion are considered justifiable and in the best interest of EWD. This may include administering discipline outside the normal progression dependent upon the severity of the action. Nothing in this policy is designed to modify EWD's employment at-will policy. Because the employment relationship is terminable, at-will, at any time, progressive discipline is not guaranteed. Any policy violation may result in immediate termination. Discharge decisions will be based on an assessment of all relevant factors and on a case-by-case basis. Examples of violations which are grounds for formal disciplinary action include but are not limited to:

1. Violation of Federal, State, or County law.
2. Violation of District policies or procedures, or departmental rules or regulations.
3. Failure to carry out any lawful direction or work assignment from an authorized authority where such failure amounts to any act of insubordination or a breach of proper discipline or has resulted (or reasonably might be expected to result) in loss or injury to EWD, coworkers, or the public.
4. Harassing and/or offensive conduct, language, communications whether written or verbal, or gestures toward the public, managers, or co-workers.
5. Preventable or willful damage or taking of public or private property or waste of public supplies, property, or equipment.
6. Neglect of duty.
7. Intentional falsification or misrepresentation of any record, report, oral or written statement, document, or misuse of District funds, including the alteration of the same. This includes submission of a false or fraudulent voucher for reimbursement of expenses.
8. Misuse of leave, excessive tardiness or absenteeism, or unauthorized absence from duty without satisfactory explanation.
9. Failure to report absence from duty, late arrival to work, or early work departure to manager within required time and in accordance with department and division procedures, if established.

10. Failure to affirmatively report arrests and/or convictions, loss of driving privileges, potential conflicts of interest and secondary employment in accordance with EWD's policies.
11. Job abandonment in which an employee has two (2) or more days of consecutive, unexcused absence without notifying their direct manager.
12. Failure to return from an authorized leave of absence.
13. Exercising poor judgment on a matter within the employee's responsibility when such judgment results in a negative impact on the department or District organization.
14. Failure to be forthright, truthful, and cooperative in providing information during any internal, administrative, or external investigation or hearing.
15. Display of antagonism towards managers or fellow employees or engaging in destructive or disruptive conduct that interferes with the proper cooperation of employees and impairs the efficiency of public service.
16. Unauthorized taking or using of District time, property, equipment, or funds for personal use. (This shall include improper or misuse of District vehicles).
17. Failure to wear designated safety equipment or failure to abide by safety rules or policies.
18. Misuse of District computer and/or computer network including District issued and licensed computer software. This shall include but not be limited to utilizing a computer for non-District business purposes, accessing computer game software during scheduled working hours, and obtaining, using, and/or downloading unlicensed copies of software (pirating) onto a District computer or network. This may include downloading information or data from the Internet or other external source directly or from any other source or copying or transferring information from an employee's home computer system without being scanned for viruses by the appropriate Information Technology personnel or department designee.
19. Being under the influence of an alcoholic beverage during working hours, or use or possession of non-prescription narcotic drugs or hallucinogens, in violation of EWD's Drug Free Workplace Policy as set forth in this manual, or the failure to inform a manager that an employee is under medical care which includes the use of prescription narcotic drugs, or other prescription or non-prescription drugs which may impair their ability to operate vehicles or equipment, or may place an employee, co-workers, or the public in a dangerous or hazardous safety situation.
20. Physical assault, attempted assault, or threatening to assault a manager, fellow employee, or a member of the public during working hours, or on District property, or any other violation of EWD's Workplace Violence Policy, as set forth in this manual.
21. Failing to maintain a personal driving record enables EWD to maintain driver standards acceptable to its automobile insurance carrier.
22. Violation of EWD's policies on solicitation or distribution.
23. Improper disclosure of confidential information.
24. Violation of EWD's policies against discrimination or harassment.
25. Engaging in any activity or action, after employment, which undermines the public trust or confidence in the employee or District, or otherwise impairs the ability of the employee to perform his or her job.

Grievances

If an employee brings a grievance due to disciplinary action, it must be submitted to the Administrator in writing within thirty (30) days of the event being grieved. The Administrator will investigate the

grievance within 10 business days and provide a written response to the employee.

The Administrator may appoint a grievance committee to investigate and determine the facts applicable to a grievance and make a recommendation after its investigation and determination of facts.

Harassment Policies

Any employee who feels that he or she has not been treated in accordance with these policies should contact their Department Manager, the Human Resource Manager, or the Administrator. EWD prohibits and will not tolerate retaliation against any employee who makes a good faith complaint under these policies.

Equal Employment Opportunity (EEO)

No discrimination

EWD does not discriminate on the basis of any prohibited characteristic, including race, color, religion, sex, national origin, age, and disability, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information and all other characteristics protected by applicable federal, state and local law.

EWD will seek to provide reasonable accommodation for religious practices or known disabilities as required by law. Any applicant or employee who needs accommodation to perform the essential functions of the job should contact the Human Resource Manager to request such accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. EWD will then review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. EWD will evaluate requested accommodation, and as appropriate, identify other possible accommodations, if any. The individual will be notified of District's decision regarding the request within a reasonable period.

No harassment

EWD is committed to providing a quality, professional work environment that is free from harassing behavior toward applicants, employees, and members of the public. EWD strictly prohibits unlawful harassment of any kind, including harassment based on that person's race, color, religion, sex, national origin, age, and disability. This includes, but is not limited to, unlawful sexual harassment. Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct may violate this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws. Because it is difficult to define unlawful harassment, employees are expected to always behave in a manner consistent with the intended purpose of this policy.

Communications made using any of EWD's telephones, computers (including e-mail) or other communications devices are subject to this no-harassment policy.

EWD will act fairly and promptly to review an employee's complaint on an individual basis. Anyone who is found to have violated this policy will be disciplined, and that discipline includes the possibility of their being discharged. In accordance with the Public Records Act, Sec. 119.07, Fla. Stat. Information concerning an active complaint of sex harassment will not be released by EWD to third parties or to anyone within EWD who is not directly involved in the investigation, except as may otherwise be required by law or by a court of competent jurisdiction.

All employees must cooperate in the review of any complaint under this EEO policy. Any employee who does not cooperate will be disciplined, and that discipline includes the possibility of discharge.

No retaliation

There will be no retaliation against an employee for making a good faith complaint or participating in the review of any complaint under this policy. Any employee who is found to have retaliated will be disciplined, and that discipline includes the possibility of discharge.

Reporting discrimination, harassment, or retaliation

If an employee believes he/she or another employee is being subjected to unlawful discrimination, harassment, or retaliation the employee must report it immediately to the Human Resource Manager or the Administrator.

XI. GENERAL POLICIES

Safety

EWD is committed to providing a safe and healthy working environment for all employees. All employees are expected to observe all posted safety rules and regulations, wear required safety equipment, practice safety in the work areas, and report any unsafe conditions or equipment promptly. The following safety rules will be strictly followed by all personnel:

1. Wear safety equipment as required. Safety goggles, dust masks, and similar protective equipment will be furnished to those employees whose work requires this protection. EMPLOYEES SHOULD NOT WORK WITHOUT PROPER SAFETY EQUIPMENT AND SHOULD NOTIFY THEIR MANAGER IF THE EQUIPMENT IS FAULTY OR NEEDS REPLACEMENT.
2. Handle and care for safety equipment properly. If equipment needs to be replaced, return it to the appropriate manager.
3. Obey warning signs (i.e., No Smoking, Speed Limits, Keep Out, Hard Hats.)
4. Practice good housekeeping. It not only improves the appearance of the job, but it also helps prevent fires, accidents, personal injuries, and property damage.
5. Check guard and safety devices on machines or equipment prior to use.
6. Handle tools, machinery, and equipment carefully and properly store tools and equipment properly to prevent accidents.
7. Fighting, practical jokes, playing with air hoses (for example), running, shoving, scuffling, or throwing things are prohibited.

8. Emergency situations should be reported to an employee's manager or proper public safety, law enforcement and/or emergency responders as soon as possible.

Severe Weather, Disaster Declarations, State of Emergencies and Other Unusual Emergency Situations

It is well known that EWD is subject to severe weather conditions, especially in the form of tropical storms, hurricanes, and floods. It is crucial to the safety and welfare of the citizens that there be sufficient District services available during severe weather conditions, weather emergencies and in other emergency situations to provide guidance and protection of persons and property. It is, therefore, necessary to balance the normal concerns for the convenience and well-being of District employees against the obligations of the employees and EWD to the public safety and welfare. EWD is required to prepare, respond, and restore services as quickly as possible before, during, and after declared disasters and state of emergencies.

Employees shall follow the procedures outlined in the Emergency Reaction Plan which will be in effect during severe weather conditions, including, but not limited to, tropical storms, hurricanes, and floods. Employees will be given time to secure their family's safety and protect their property prior to reporting for work during such emergencies.

Following a declared local State of Emergency by either Charlotte or Sarasota County, the Board of Supervisors may declare an EWD State of Emergency. Such declaration shall set the dates for such period of time deemed suitable for the emergency to have passed. Please refer to the EWD Emergency Declaration Policy for further clarification regarding pay during these times.

Use of District Property

Proper use and maintenance of all District property is of the utmost importance. If it is found that the equipment is defective, the condition should be reported to the Department Manager or the Administrator at once. Defective equipment should never be used as this may endanger employees and others. District-owned property shall not be used by an employee while off the job or for personal use while on the job unless approved by the Administrator. Willful abuse or misuse of District equipment will be considered cause for termination of employment.

Employees who are issued District equipment and/or property shall be responsible for the safekeeping, serviceable condition, proper care, use and obtaining a replacement of District property assigned or entrusted to them. District equipment and/or property shall only be used by those to whom it was assigned. The Department Manager has the discretion to allocate equipment as they deem fit. The manager may issue varying tool sets within their departmental divisions.

Use should be limited to official purposes and to the capacity for which it was assigned by trained personnel. Damaged or unserviceable District equipment and/or property shall not be thrown away, sold, traded, donated, destroyed, or otherwise disposed of without proper authority. If any District equipment and/or property become damaged or unserviceable, no employee shall attempt to repair the equipment and/or property without prior approval of the Administrator (unless it is part of his/her job).

An employee's intentional or negligent abuse or misuse of District equipment and/or property may lead to appropriate disciplinary action which may include, but may not be limited to, a verbal counseling,

verbal reprimand, written reprimand, suspension, demotion, or termination of employment.

Any equipment loss or damage will be immediately investigated by the manager. The written “incident report” shall be filled out and submitted to the employee’s manager before the end of the shift during which the equipment loss or damage occurred. When District equipment and/or property is reported to be damaged or lost according to this Policy, an “incident report” must be completed by the employee, manager and a copy of the report must be submitted to the Human Resource Manager. The investigation is to establish what happened and if the situation that caused the incident can be corrected to eliminate reoccurrence. The manager may add to the report or attach a memo of explanation to the report.

The employee may be deducted up to \$100.00 per paycheck cycle(s), or the maximum as permitted by law, whichever is less, until lost or stolen tool(s) is fully reimbursed to EWD.

Use of District Vehicles

It is the policy of EWD that certain positions require employee access to District vehicles, either during the work shift or on a 24-hr on-call basis. District vehicles are not to be considered personal vehicles and are not for personal use. District vehicles are owned by EWD and are solely for the purpose of providing municipal services to the ratepayers and property owners of EWD.

Therefore, the purpose of this policy is to set forth guidelines under which District vehicles are authorized for use by District personnel and guidelines under which District vehicles, and their fuel is utilized.

1. District vehicles must have an EWD seal affixed to the vehicle and may only be used for providing municipal services. Additionally, applicable grants or other funding sources may require a seal to be affixed to District vehicle.
2. District vehicles will not be used to transport any passenger who is not directly or indirectly providing municipal services. Friends and Family members shall not be transported in District vehicles. This may be superseded in the following cases:
 - A. A citizen(s) or passenger(s) is deemed to be in an emergency by District personnel.
 - B. A municipal entity provides recreational or educational services to the citizen(s) or passenger(s).
3. District vehicles will not be used to transport District employees for non-District related trips.
4. EWD shall not be liable for the loss or damage of any personal property transported in the vehicle.
5. The assignment of District vehicles during work time is based upon job classification. Appointing authorities who have District vehicles available for this purpose may assign such vehicles in a manner consistent with departmental workload, employee function, and Florida licensing credentials. The assignment of vehicles may be rescinded at any time by the Department Manager, or the Administrator.
6. All personnel authorized to drive a District vehicle have provided a valid Florida driver’s license and have passed a background check conducted by the Human Resource Manager. Employees shall mention any additional licensures, such as a Commercial Driver’s License among others. The Department Manager or the Administrator have the sole authority to make such authorizations.
7. Employees are not permitted under any circumstance to operate a District vehicle, or a personal vehicle for District services, when any physical or mental impairment causes the

employee to be unable to drive safely. Employees whose jobs require regular driving for service as a condition of employment must inform their manager and District Administrator of any changes that may affect their ability to meet the standards of this policy.

8. Employees who incur parking or other fines in District vehicles will generally be personally responsible for payment of such fines unless the payment of such fines by EWD is approved by the Administrator.
9. Employees who are issued citations for any offense while using a District vehicle must notify their Department Manager immediately, but in no case later than 24 hours. Failure to provide such notice may be grounds for disciplinary action.
10. An employee who operates a District vehicle and who is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of the motor vehicle license, whether in his or her personal vehicle or in a District vehicle, must notify the Department Manager immediately but in no case later than 24 hours. Conviction for such an offense may be grounds for loss of municipal vehicle privileges and/or further disciplinary action.
11. Employees driving a District vehicle may claim reimbursement for parking fees (not fines) and tolls actually incurred. Employees who are authorized to use their personal vehicles for approved service purposes will receive reimbursement at the rate per mile established by Chapter 112 of the Florida Statutes. All requests for reimbursement must be approved by the employee's direct manager.
12. Employees must report to their Department Manager any accident, theft, or damage involving a District vehicle or a personal vehicle used on District services, regardless of the extent of damage or lack of injuries. This report must be handwritten or electronic and made as soon as possible but no later than 24 hours after the incident.
13. It shall be the employee's responsibility to always maintain the security of the vehicle and its contents in his or her possession. Drivers must also make sure that the vehicle's oil is checked on a regular basis, tires have sufficient tread, and that the vehicle is kept clean, etc.
No vehicle should be driven unless it is safe for the road.

Vehicle Fuel Usage

1. Fuel cards will be assigned to each vehicle and will be kept in a holder attached to the sun visor.
2. Each employee who is required to operate an EWD vehicle will be assigned a driver ID to be used when obtaining fuel using the fuel card. The driver ID shall not be shared with any other employees.
3. The employee is required to enter the accurate vehicle mileage when using the fuel card. Vehicle mileage is key for fuel management, and it is necessary for EWD to effectively monitor vehicle utilization, track vehicle preventive maintenance compliance, predict accurate vehicle cost-per-mile, understand vehicle fuel miles-per-gallon, forecast vehicle carbon footprints, calculate optimal vehicle lifecycles and other mileage related activities.
4. Fuel cards are to be used at approved fueling sites only and shall be used for fuel purchases only.
5. District Managers must review the monthly record of all fuel card transactions to ensure drivers are following current published policies regarding purchase of fuel. The final verification and approval of these logs will be done by the Finance Department.

Training and Development

EWD's policy is to ensure that all employees are knowledgeable about their job and its requirements. Management will use their best efforts to ensure that training is available to all employees periodically in various fashions, such as on-the-job training, video, training meetings, external seminars and/or workshops as well as personal consultation.

Managers will determine what training employees are required to have and what training courses they should attend. If an employee has identified certain training that is available and is related to their job, the employee should contact their manager to discuss the feasibility of EWD providing such training.

Training will normally take place during work hours and EWD will be responsible for all expenses associated with the training. If an hourly employee is required to attend a training session, the employee will be compensated for the time involved in the training. An employee who incurs expenses associated with the training must complete an expense report and include the appropriate receipts and submit it to their Department Manager for prior authorization.

EWD Managers may require certain employees to attend training courses that will enhance the employees' ability to perform their job and improve the general efficiency of District services. EWD will pay the cost of required training that may include tuition, supplies, meals, lodging, etc.

Required Licenses / Certifications

EWD will pay for all certifications and/or licenses required or recommended by the Florida Department of Environment Protection, pursuant to the operation of a water / wastewater utility. Employees will be given three (3) years to obtain their initial license for water or wastewater. Employees are given one (1) year from the start of the licensing course to finish the course work and the exam. Required fees for exams for each certification and / or licensing will be paid by EWD a maximum of two (2) times. Subsequent exams for the same test must be paid for by the employee.

Continuing Education Assistance Policy

The Continuing Educational Assistance program viability will be determined each year by the Department Managers and set forth in their annual budget and approved by EWD Board. EWD may provide educational assistance to its employees to allow them to enhance their ability to serve the public interest of the citizens of EWD.

General Provisions:

1. Coursework must be deemed to enhance or increase the employee's knowledge, skills, and abilities relative to their current position or the potential advancement opportunities available within the District and must be taken for credit at an accredited college or university.
2. No reimbursement will be made for coursework or training required as a minimum qualification for employment. A maximum of two courses per enrollment.
3. All regular full-time employees are eligible for educational assistance once they have completed any required introductory periods and have an above "satisfactory" evaluation

- from their department manager.
4. Employees must seek approval prior to enrollment if requesting reimbursement. The Department Manager, the Administrator, and the Human Resource Manager will consider the following factors in evaluating requests for educational assistance:
 - A. The nature, content, and purpose of the course of study.
 - B. The benefits are to be derived from the enhanced ability of the employee to serve the public trust.
 - C. The number of courses the employee has submitted for reimbursement in the calendar year shall not be limited, except as noted in no. 2 above.
 - D. The employee's level of responsibility.
 - E. The estimate of the costs involved.
 - F. Any potential lost time or productivity while the employee attends the program, and
 - G. Availability of funds for such reimbursement in the fiscal year in the employee's department budget for this specific purpose.
 5. Should an employee voluntarily terminate their employment within twelve (12) months of successfully completing the coursework, the employee agrees to repay the approved educational assistance expenses. Reimbursement to EWD will be debited from the employee's final pay. EWD reserves the right to seek a judgment for any remaining balance owed after deducting funds from the final pay.

Approval/Reimbursement Process:

1. During the budget preparation process, an employee applying for educational assistance shall complete and provide the following forms available from the Human Resource Manager to their Manager:
 - A. Education request form,
 - B. Breakdown of all costs associated with the course, and
 - C. A copy of the course syllabus/course description.
2. The Department Manager shall evaluate the request and forward it along with a recommendation for approval/disapproval to the Administrator.
3. The Administrator will determine whether the request is eligible for educational assistance and will advise the Department Manager and the employee of its conclusion.
4. Upon approval, the Department Manager or employee can register and pay for the class and/or training.
 - A. EWD will authorize the payment of tuition, required books, required software, lab fees, and registration fees based upon the required rate at the enrolled school.
 - B. Classes and assignments are to be completed outside of regular working hours and should not interfere with the employee's work unless approval for class or study time is approved during the approval process. Unsatisfactory job performance during enrollment may result in forfeiture of educational assistance.
 - C. Employees shall not use any space, personnel, equipment, or supplies of EWD in the process of fulfilling any of the requirements of the coursework, unless prior approval is received.
 - D. Employee will provide documentation of a passing grade(s) within sixty (60) days of completion of coursework.

- E. Employees shall not be given any bonus or additional incentive pay for completion of a degree under this Policy.

RECEIPT AND ACKNOWLEDGEMENT OF THE EWD EMPLOYEE HANDBOOK

I hereby acknowledge that I have received a copy of the Employee Handbook ("Manual") of EWD. I understand that it is my obligation to read the Manual and seek clarification from my Department Manager or the Human Resource Manager, if necessary, to ensure that I understand the Manual. I acknowledge that upon the understanding of the Manual, I will agree to abide by all the policies and procedures contained within and by the District.

I also understand that the policies in the Manual are continually evaluated and may be amended, modified, or terminated at any time in EWD's discretion. I understand that nothing contained in the Manual may be construed as creating a promise of future benefits or continued employment or a binding contract with EWD for benefits or for any other purpose.

I further understand that nothing contained in the Manual, in any other materials provided to me, or in any communications with me created a contract or guarantee of continued employment. Instead, employment with EWD is on an at-will basis. I understand that as an "at will" employee, my employment with EWD is not for a fixed term or definite period and may be terminated at the will of either me or EWD, for any reason or no reason, and with or without prior notice. I understand that, to modify the at will nature of my employment, a written agreement referencing the at will policy contained in this Employee Handbook and signed by the Administrator, and I must be entered.

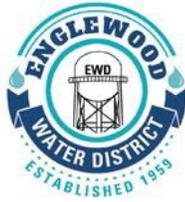
I expressly acknowledge reviewing the Equal Employment Opportunity, Discrimination and Harassment Workplace Policies contained in the Manual and understand that I immediately must report any conduct in violation of the policy.

I acknowledge that I have read the Information Technology Section in the Manual. I understand that my use of EWD's electronic systems constitutes my consent to all the terms and conditions of that policy. I understand that (1) the electronic systems and all information transmitted by, received from, or stored in that system are the property of EWD, and (2) I have no expectation of privacy in connection with the use of the electronic systems or with the transmission, receipt, or storage of information in those systems. I agree not to use code, access a file, or retrieve stored communications unless authorized. I acknowledge and consent to EWD's monitoring without further notice to me of my use of EWD E-mail system, instant messaging, group messaging, texts, and the Internet at any time for business and management purposes to ensure compliance with District policy, including without limitation printing and reading all E-mails entering, leaving, or stored in the system.

Please sign below and return the signed copy to the Human Resource Manager within five (5) days of your date of hire. A copy of this acknowledgment will be retained by EWD in your personnel file.

Signed: _____

Print Name: _____ Date: _____



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. Please note the sole/single source number on the documentation. No verbal requests will be honored.



A Division of Tencarva Machinery Company

Quote No. 010825RB3
 Customer: Englewood Water District
 Attn.: Dewey Futch
 Location: Englewood, FL
 Phone:
 e-mail: dfutch@englewoodwater.com
 From: Roger Burna/Scott Chisholm

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

Date: 01/08/25
 No. Pages: 1
 Terms: N30
 F.O.B.: Destination

Conditions of Service: 1,475 GPM @ 50.7 ft TDH (14RHMC-2 replacing Flowserve 14ENL)

Large Transfer Pump

We are pleased to quote as follows:

<u>Qty</u>	<u>Description</u>	<u>Price Each</u>	<u>Extension</u>
1	Pump, Xylem Goulds Water Technology Model 14RHMC-2 Stage, NSF61, Cast Iron Bowls/316SS Impellers, 416SS Shafting, Fab. Steel Discharge Head w/10" Flanged Discharge Connection, Chesterton 155 Cartridge Seal, Steel Column Pipe, 316SS Suction Strainer, and a 30 HP, 1200 RPM, 3 Ph, 60 Hz, 460V, Corro-Duty, TEFC, Premium Efficient, Inverter Duty, Vertical Hollow Shaft Motor, with NRR and Steady Bushing.	\$69,978.00	\$69,978.00

Quotation valid 30 Days

With the following notes:

1. Freight Included.
2. Delivery: 22-24 weeks.

Best Regards,

Roger Burna

HUDSON PUMP & EQUIPMENT

A Division of Tencarva Machinery Company

phone: (863) 665-7867

fax: (863) 666-5649

e-mail: rburna@tencarva.com

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

7b

MEETING DATE: **February 13, 2025**

SUBJECT: **US Submergent Proposal to Clean Plant's 3 & 4 Surge Basins**

CATEGORY: Consent

Discussion

Action

CONTACT PERSON : **David Larson**

DEPARTMENT : **WRF**

ITEM: **US Submergent Proposal to Clean Plant's 3 & 4 Surge Basins**

PURPOSE / JUSTIFICATION: **This requisition utilizes a piggyback contract from City of Orlando IFB23-0211. See attached Memorandum for additional information.**

FISCAL IMPACT: System Repair & Maint - WRF

Budget Resolution Required: yes no

Funds in Account: 500467-540-101

Amount Budgeted:	\$ 494,700.00
Year to Date Expenditures:	\$124,192.22
Open PO's/Goods Receipt PO's	\$161,375.73
Total Expenditures Required:	<u>\$(158,200.00)</u>
Remaining in Budget:	\$50,932.05

MOTION: **To approve US Submergent Technologies to remove the grease from the surge basins in the amount of \$158,200.00. Funds to come from wastewater revenues.**

Prepared By: **Ashley Aguiar**

Date: **January 31, 2025**

Approvals:

Interim Administrator

Finance

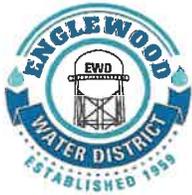
Water Operations

Wastewater Operations

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

ATTACHMENTS:

- **EWD Procurement Approval Form**
- **Memorandum dated January 30, 2025**
- **US Submergent Technologies Quote dated January 16, 2025**
- **Agreement to Piggyback City of Orlando IFB23-0211 (pages 1 & 2)**



ENGLEWOOD WATER DISTRICT PROCUREMENT APPROVAL FORM

REQUESTER: Chris Borovsky

DEPARTMENT: WRF 540

REQUESTER APPROVAL AUTHORITY (\$): 2000

ESTIMATED COST OF REQUISITION (\$): 158200

ACCOUNT #: 500467-540-101 BUDGETED ITEM (Y/N)?: N

REMAINING BALANCE IN ACCOUNT BEFORE PURCHASE (\$): 209074.11

CREDIT CARD PURCHASE (Y/N)?: N

VENDOR NAME: US Submergent

DESCRIPTION OF REQUISITION (Please use additional sheets of paper, if needed. Please attach estimate. Any purchases over \$10,000 will still be subject to 3 written quotes, bids, proposals, piggybacks, etc. Any purchases over \$50,000 will still need Board Approval.)

This requisition is for cleaning the surge basins at Plants 3 and 4. During the construction of the new headwork's structure, the old structure was bypassed for an extended period, causing the accumulation of grit, grease, and rags in the surge tanks. Cleaning is critical to protect downstream equipment, which is not designed to handle these materials. If not removed, these items could damage equipment and disrupt the next stage of the process. The accumulated material has already caused damage to several plant mixers, necessitating their rebuild. Additionally, the surge basins have been emitting foul odors and may eventually lead to a consent order, which we aim to avoid. The estimated project cost is \$158,200, but this may vary depending on the actual amount of material removed.

COMPETITIVE PROCUREMENT OVER \$10,000: Have Purchasing complete before Supervisory approval

PROCUREMENT METHOD: Piggyback from City of Orlando IFB23-0211

Bee Ling Wheaton Digitally signed by Bee Ling Wheaton
Date: 2025.02.05 11:24:18 -05'00'

Date: _____

PROCUREMENT MANAGER SIGNATURE

Chris Borovsky Digitally signed by Chris Borovsky
Date: 2025.02.05 11:57:10 -05'00'

SUPERVISOR'S SIGNATURE

Print Name: Chris Borovsky

Date: 2/5/2025

David Larson Digitally signed by David Larson
Date: 2025.02.06 07:21:04 -05'00'

SUPERVISOR'S SIGNATURE

Print Name: David Larson

Date: 2/6/2025

Keith R Ledford Jr Digitally signed by Keith R Ledford Jr
DN: cn=Keith R Ledford Jr, ou=Englewood Water District, ou=email=KLedford@englewoodwater.com, c=US
Date: 2025.02.06 07:31:36 -05'00'

ADMINISTRATOR'S SIGNATURE

Date: 2/6/25
(For requisitions above \$5,000)

Please attach the completed and signed Procurement Approval Form and estimate, in SAP when the requisition is generated for the purchase. When purchasing by PO, a PO must be in place before the order is placed.



MEMORANDUM

TO: Keith R. Ledford, Jr., P.E. Interim Administrator/Technical Support Manager

FROM: David Larson, Wastewater Operations Manager

DATE: January 30, 2025

SUBJECT: Request for Approval to Hire Outside Contractor for Grease Removal at WRF

The Englewood Water District is experiencing a significant grease issue in its collection system. While most restaurants are maintaining their grease traps, grease from other sources continues to enter the system, ultimately making its way to the Water Reclamation Facility (WRF).

During the construction of the new Headworks structure, the entire pretreatment process was bypassed, causing wastewater to flow directly to the surge basins, particularly in Plants 3 & 4. Without screens to remove rags and debris before reaching the basins, the surge mixers have been damaged multiple times due to rags becoming caught in their windings. This damage requires repairs that cost between \$5,000 and \$7,000 each. Currently, most of the mixers are out for repair, allowing the grease mat to continue building up in the surge basins. This mat is now approximately one foot thick and is causing odor issues that will only worsen as the weather warms.

Current Situation:

We have limited in-house options for addressing this issue. Currently, we cannot use mixers to break up the material because they get damaged and require costly repairs, which range from \$5,000 to \$7,000 per mixer. Most of our mixers are already out for repairs and without them, the grease mat continues to build up. If we were to use the mixers under these conditions, they would likely get damaged again. Additionally, if the rags in the mat could somehow be broken up, it would likely cause significant damage to the process pumps, which would also cost around \$5,000 to \$7,000 each to repair. We have three mixers and four pumps at each plant.

If the grease is pumped through the plants, it would adversely affect the aeration tanks, making it difficult to treat wastewater to meet reclaimed water standards. The grease could also clog the disk filter media, which may need to be replaced at a cost of \$40,000 to \$50,000 for all three disk filters.

Potential Consequences:

Without prompt action, we are likely to receive odor complaints, some of which may be directed to the Florida Department of Environmental Protection (FDEP). In addition, we are scheduled for our next plant inspection by FDEP, and they will likely require us to resolve this issue to avoid a consent order.

Request for Action:

Given the limitations of our internal resources and the potential consequences of inaction, we are requesting approval to hire an outside contractor to remove the grease from the surge basins. This will help mitigate odor complaints and prevent further damage to the plant's equipment.

We invite Board members to visit the WRF to assess the situation firsthand.

Recommendation:

Approve the hiring of an outside contractor to address the grease issue in the surge basins.



Dave Larson

1-30-25

Date



COST ESTIMATE

Date

January 16, 2025

Expires

March 17, 2025

US Submergent Technologies

2201 Cantu Ct, Ste 116
Sarasota, FL 34232

Chandler Stutler
cstutler@ussubmergent.com

Prepared for

Englewood Water District

201 Selma Ave
Englewood, FL 34223

Chris Borovsky
Lead Operator
cborovsky@englewoodwater.com
(941) 697-4004

On behalf of U.S. Submergent Technologies (USST), we are pleased to provide this cost estimate for your consideration to remove the accumulated material(s) from the **Surge Tank(s)**. The following pricing schedule includes the costs of providing a complete operation of removing and disposing of the estimated volumes of material to be removed.

General Scope of Work:

USST will reach and remove material from agreed-upon structures utilizing a combination of vacuum, pumping, jetting and/or reaching components using patented and appropriate equipment, as well as a trained and capable service crew. USST will provide mobilization and demobilization to and from the project site and to disposal facility. USST will clean work area(s) to pre-project conditions upon completion of project.

An itemized pricing schedule follows.

Pricing based on: [City of Orlando, IFB23-0211 Piggyback](#)

Payment Terms: [Per Piggyback contract](#)

In the event of a conflict between the City of Orlando, IFB23-0211 terms and USST terms, the City of Orlando terms shall control.

Products & Services

Products & Services	Quantity	Unit	Unit price	Price
Mob/Demob, Non-Emergency	2	Lump Sum	\$6,500.00	\$13,000.00
Time, Labor & Equipment (Vac Only)	12	Per Day	\$4,250.00	\$51,000.00
Confined Space Entry	12	Per Day	\$3,000.00	\$36,000.00
Disposal, Offsite, Pressure Box	12	Per Day	\$2,400.00	\$28,800.00
Disposal, Offsite w/ Transport	280	Per Ton	\$105.00	\$29,400.00

One-time subtotal \$158,200.00

Total \$158,200.00

Total Contract Value \$158,200.00

Project Assumptions and Additional Conditions:

- Client will provide a current waste profile (TCLP) prior to commencement of project work.
- Client shall provide unrestricted access to the facility worksite. Unrestricted access includes ensuring height clearance without obstruction in and around structure(s), and, removing and/or unbolting any hatches or panels required for access or ventilation.
- Client shall have structure(s) drained down prior to USST's arrival. A Dewatering rate will be charged at \$800 per hour rounded to the nearest half-hour.
- Client is responsible for supplying sufficient and suitable high-volume water supply for the high-pressure jetting operation.
- The Cost Estimate does not include hydro- and/or grit-blasting of the structure(s).
- Confined Space Entry is required for this project. A completed permit will be posted in plain view on the structure(s) where needed.

General Terms and Conditions:

1. The pricing schedule summarizes the estimated quantities and standard unit costs based on our understanding of existing conditions, our interpretation of the RFP scope and/or specifications that have been made available to us.
 1. Rates are based on a Monday through Friday (8:00 AM – 4:00 PM) workday.
 1. If Saturday or Sunday work and/or second/third shift work is required and authorized, Overtime (OT) rates will be charged at one-and-a-half (1.5) straight time rates and double on observed government holidays.
 2. It is understood that the Total Estimate is a not-to-exceed amount unless the Client authorizes additional services and/or expenses in writing in advance.
2. A signed Cost Estimate and/or Purchase Order is required prior to project commencement.
 1. Upon acceptance and receipt of this signed Cost Estimate and/or Purchase Order, USST will schedule the project on a mutually agreed date with a minimum of 5-days lead time.
3. USST production rates are based on physical access to the structure, distribution of accumulated material(s), as well as the type and quantity of material(s) to be removed.
 1. USST will maintain daily performance/production records and provide upon request.

2. All waste (actual quantities) will be manifested, transported and disposed of in accordance with all applicable Local, State and Federal regulations.
4. Unit costs will be billed on actual quantities of time, labor and equipment required to complete the scope.
 1. Transportation & Disposal costs are based on conforming with waste profile approval for "Non-Hazardous Waste". Waste profile approval is required prior to scheduling of this project.
 2. If applicable, a Demurrage Rate will be charged at \$800 per hour rounded to the nearest half-hour.
 3. A fuel surcharge shall be added to all invoices equal to one-percent (1 %) of the estimate value.
 4. Where applicable, it is the Client's responsibility for payment of unforeseen tariffs, fees, taxes, and unexpected administrative costs which USST may incur during the execution of the project.
5. USST shall provide all labor, materials and equipment, unless otherwise discussed, to complete the agreed-upon services.
6. USST shall perform its services with the standard of care, diligence and skill ordinarily exercised by firms providing similar services under similar circumstances in the area in which the Project is located and in accordance with accepted and sound professional practices and procedures. USST shall comply with all OSHA-10 standards and all applicable Local, State and/or Federal health and safety regulations.
7. USST is not responsible for damage to landscape, landscape restoration, damage to aeration systems, or underground utilities not clearly marked and made aware of prior to project start.
8. USST reserves the right to reject any order based on differences in interpretation of the specification, or for any reason, at the time the order is tendered.

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

Project Acceptance

Client Signature

Signature

Date

Printed name

Download

**AGREEMENT TO PIGGYBACK
CITY OF ORLANDO IFB23-0211
RESERVOIR ENVIRONMENTAL CLEANING SERVICES**

THIS AGREEMENT is made on September 1, 2023, between **Englewood Water District**, a Florida Special District, whose address is 201 Selma Avenue, Englewood, FL 34223 (hereinafter referred to as the “**DISTRICT**”), and **U.S. Submergent Technologies, LLC**, whose address is 2201 Cantu Court, Suite 116, Sarasota, FL 34232 (“**CONTRACTOR**”).

WHEREAS, **CONTRACTOR**, entered into a Contract dated June 11, 2023 with the **City of Orlando** (“**Contracting Entity**”) resulting from the award of the Contracting Entity’s Solicitation **IFB23-0211**. The Contract is included here as Attachment ‘**A**’.

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

WHEREAS, the **DISTRICT** desires to “piggyback” the above referenced Contract (Attachment ‘**A**’) between the **CONTRACTOR** and the Contracting Entity for utilization of the same or similar services for Reservoir Environmental Cleaning Services and the Contractor consents to the aforesaid “piggybacking”.

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

1. **Affirmation.** The **CONTRACTOR** affirms and ratifies the terms and conditions of the above referenced Contract with the Contracting Entity and agrees to perform the services set forth herein for the **DISTRICT** in accordance with the terms of said Contract.

2. **Contract Term and Amendments.** The term of this piggyback agreement will be from the date of this document through the remainder of the Contracting Entity’s contract expiring on June 10, 2026. Any amendments or extensions granted by the Contracting Entity will be automatically incorporated into this piggyback agreement.

3. **Changes.** Services shall be provided in accordance with the terms of the Contract with Contracting Entity except for the following changes. All other terms shall remain.

a. **Point of Delivery.** Services for the **DISTRICT** shall be made to the locations as designated by the **DISTRICT**.

4. **Order of Precedence.** If any of the **CONTRACTOR’S** Proposal’s Terms and Conditions or Supplemental Conditions conflict with City of Orlando contract IFB23-0211 Terms and Conditions, the City of Orlando contract will take precedence.

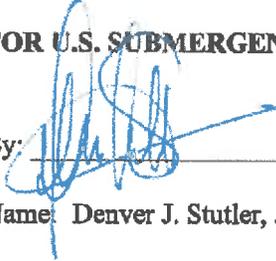
5. **Counterparts.** Counterparts. This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same



instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

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

FOR U.S. SUBMERGENT TECHNOLOGIES, LLC.

By:  _____

Name: Denver J. Stutler, Jr.

Title: C.E.O.

FOR ENGLEWOOD WATER DISTRICT

By:  _____

Name: Ray Burroughs

Title: Administrator

BOARD AGENDA ITEM SUMMARY

7c

MEETING DATE: **February 13, 2025**

SUBJECT: **Hurricane Milton I&I Repairs**

CATEGORY: Consent

Discussion

Action

CONTACT PERSON : **Keith Ledford**

DEPARTMENT : **Technical Support**

ITEM: **Hurricane Milton I&I Repairs**

PURPOSE / JUSTIFICATION: The collection system on the barrier islands was subjected to high surge levels during Hurricanes Helene and Milton causing sand and debris to enter the system. While the lift stations are back up and running, staff continue to find additional sand and debris within the system. It is believed that the sand is entering the system via broken cleanout and service laterals throughout the system. In some cases, it has been found that a property has been demolished without taking necessary precautions to cap the existing sewer laterals. It is pertinent that these issues are addressed as soon as possible to limit the amount of I&I that could be experienced once the rainy season begins.

Staff recently met with a new vendor from Venice, USSI, who has a program built around limiting I&I through manhole inspections, smoke testing and nighttime monitoring. USSI currently works for various agencies across Florida and has proven themselves to be effective in reducing I&I within collection systems. USSI has provided quotes for manhole inspection, smoke testing and installation of manhole influent dishes for all of the lift stations located on Manasota and Sandpiper Keys. The quote utilizes piggyback pricing from the Tohopekaliga Water Authority (TOHO) Contract Agreement IFB-20-076. The total cost for all three phases is \$51,271.65.

As part of the approved FY25 CIP budget, \$300,000 was allocated for the LS 124 - Deer Creek CIP I&I project. Staff is requesting approval to change the name of the previously approved project to Hurricane Milton I&I Repairs. If approved, a PO will be issued to USSI for Phase 1 of the project beginning with the lift stations south of the roundabout on Manasota Key. Depending on what the inspection and smoke testing find, additional contractors may be required to remove the sand from the collection system and/or repair the broken lines.

MOTION: To approve the renaming of the LS 124 - Deer Creek CIP I&I project to Hurricane Milton I&I Repairs project.

Prepared By: **Ashley Aguiar**

Date: **February 5, 2025**

Approvals:

Interim Administrator

Finance

Water Operations

Wastewater Operations

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

ATTACHMENTS:

- **Englewood I&I Services PH 1,2,3 Quote**
- **Hurricane Milton I&I Project Map**

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
(888)645-9570
dion@ussiusa.com



ADDRESS

Englewood Water District
Attn:Keith Ledford Jr., P.E.
201 Selma Avenue
Englewood, FL 34223

Estimate 2279

DATE 02/05/2025

EXPIRATION DATE 03/05/2025

ACTIVITY	QTY	RATE	AMOUNT
Smoke Testing Smoke Testing with Detailed Report of Defects Per Foot (Phase 3)	7,803	0.36	2,809.08
Manhole Inspections Manhole Inspection Per Foot (Phase 3)	7,803	0.27	2,106.81
Inflow Defender:Inflow Defender HDPE Inflow Defender (Phase 3)	27	37.98	1,025.46
TOHO Contract Per: Tohopekaliga Water Authority (TOHO) Contract Agreement IFB-20-076	1	0.00	0.00

Phase 3

TOTAL \$5,941.35

Accepted By

Accepted Date

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
(888)645-9570
dion@ussiusa.com



ADDRESS

Englewood Water District
Attn:Keith Ledford Jr., P.E.
201 Selma Avenue
Englewood, FL 34223

Estimate 2278

DATE 02/05/2025

EXPIRATION DATE 03/05/2025

ACTIVITY	QTY	RATE	AMOUNT
Smoke Testing Smoke Testing with Detailed Report of Defects Per Foot (Phase 2)	39,304	0.36	14,149.44
Manhole Inspections Manhole Inspection Per Foot (Phase 2)	39,304	0.27	10,612.08
Inflow Defender:Inflow Defender HDPE Inflow Defender (Phase 2)	136	37.98	5,165.28
TOHO Contract Per: Tohopekaliga Water Authority (TOHO) Contract Agreement IFB-20-076	1	0.00	0.00

Phase 2

TOTAL \$29,926.80

Accepted By

Accepted Date

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
(888)645-9570
dion@ussiusa.com



ADDRESS

Englewood Water District
Attn:Keith Ledford Jr., P.E.
201 Selma Avenue
Englewood, FL 34223

Estimate 2277

DATE 02/05/2025

EXPIRATION DATE 03/05/2025

ACTIVITY	QTY	RATE	AMOUNT
Smoke Testing Smoke Testing with Detailed Report of Defects Per Foot (Phase 1)	20,230	0.36	7,282.80
Manhole Inspections Manhole Inspection Per Foot (Phase 1)	20,230	0.27	5,462.10
Inflow Defender:Inflow Defender HDPE Inflow Defender (Phase 1)	70	37.98	2,658.60
TOHO Contract Per: Tohopekaliga Water Authority (TOHO) Contract Agreement IFB-20-076	1	0.00	0.00

Phase 1

TOTAL \$15,403.50

Accepted By

Accepted Date



Phase 1:
 Approximately 20,230 LF of Gravity Main
 70 Manholes

Phase 2:
 Approximately 39,304 LF of Gravity Main
 136 Manholes

Phase 3:
 Approximately 7,803 LF of Gravity Main
 27 Manholes

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Englewood Water District
 201 Selma Avenue
 Englewood, FL 34223



Project Name: Hurricane Milton I&I Project
 Scale: 1" = 1000'
 Date Printed: 2/5/2025
 Imagery Source: ESRI World Imagery

STATUS REPORT
For Board Meeting February 13, 2025

CIP/In-house Projects:

1. **South WRF – New Headworks/Drying Bed** – The new headworks and drying bed portions of the plant are not in full operation. A majority of the punch list items have been completed; however, staff is still working with the contractor to address a few items that still need to be completed.
2. **Utility Rate Study** – Staff met with Raftelis on January 30, 2025, to discuss the remaining items needed to complete the rate study. The next meeting is scheduled for February 20, 2025, to finalize the miscellaneous portion of the rates while we work to complete the required capital improvement section of the rates.
3. **V-1 Station Rehab** – PCL and Miller Electric completed the start-up on the ATS on January 7, 2025. Staff has worked with AirVac and DFS to address a few issues with the station during the first part of January, but the station has 95% operational these past two weeks. AirVac is addressing a few warranty items and staff expects those to be resolved within the next week. PCL is working on removing the temporary system and completing 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. *** 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.
6. *** Middle Beach Pipe Replacement** – The watermain at middle beach was damaged during Hurricane Milton and is currently out of service. EWD is working with Kimley-Horn to determine the best option for replacement.
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.
8. *** RO Electrical Switchgear Repair** – McKim & Creed is still 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.
9. *** WRF Electrical Upgrades** – The FDEP Grant agreement has been executed. Staff are working on getting an RFP package 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 are 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. **Beachwalk by Manasota Key Phase 3** – The Developer’s Agreement was completed. Staff has approved the construction plans and signed off on the FDEP permits.
3. *** 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.
4. *** Boca Royale East** – Construction on Phase 1A continues.
5. *** Charlotte County – Avenues of the Americas Sidewalk Project** – The contractor continues to work along Avenues of

STATUS REPORT

the Americas and San Casa installing sidewalks and drainage.

6. **Esplanade at Wellen Park** – Staff has approved the plans for the offsite work and has signed off on the FDEP applications. Final reviews are being completed on Phases 1 & 2 of the onsite development. A Developer's Agreement still needs to be completed, prior to approving the plans and signing the FDEP permits.
7. **Island Lake Estates at Coco Bay** – FDEP approved to place the utilities into service. The final water main connections were completed on February 6, 2025. The meters for Phase 3 can now be set and sewer tie-ins scheduled.
8. * **Gateway Court** – FDEP permits for both water and sewer have now been received, however the project appears to be on hold at this time.
9. **Paddock Pines** – A pre-construction meeting was held on January 22, 2025, with representatives from the engineer (A&M Engineering) and the contractor (BJ Enterprises) both in attendance. The contractor plans to begin site work soon.
10. **Shores at Stillwater** – FDEP permits have been received for the project. A pre-construction meeting was held on January 15, 2025, with representatives from the engineer (Heidt Design), the contractor (ET Mackenzie), and the developer (Pulte) in attendance. The contractor has already begun installing the required utilities.
11. * **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.
12. * **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:

13. * **Beachwalk by Manasota Key Phase 4** – Kimley-Horn submitted plans for Phase 4 of the Beachwalk project. Staff are reviewing the plans.
14. * **Englewood Apartments** – Staff has sent comments to Kimley-Horn for the additional revisions on the utility portion of the project.
15. * **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.
16. **Generation at Englewood** – Kimley Horn has submitted a new proposed site plan for the project that would consist of 294 apartments plus an amenity center and a small future commercial on the corner of Pine St. and Crestwood Ave.
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. **Stellar Englewood (FKA 200 Artists)** – Kimley Horn is now working with a new developer, Stellar Communities, on the project previously known as 200 Artists. They have submitted a new proposed site plan that includes 328 townhomes and two amenity centers.

20. **Turquoise Bay** – DMK has submitted plans for a new project on Waterside Dr., south of Massachusetts Ave. The

STATUS REPORT

Developer is looking to construct 42 multi-family units with a community pool. Staff have reviewed the plans and sent comments for revisions on January 24, 2025.

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 on 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 Shores at Stillwater 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 – 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.
26. * **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.
27. * **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 5th of each month to:
Shaun Cullinan, Planning and Zoning Official, 18400 Murdock Circle, Port Charlotte, FL 33948
Phone: 941.764.4934 Email: shaun.cullinan@charlottecountyfl.gov

Utility Information	
Utility Name: Englewood Water District	Month/Year Reporting: January 2025
Preparer's Name: Keith R. Ledford Jr., P.E.	Phone: 941-460-1020
Utility Address: 201 Selma Avenue	Email: kledford@ewdfl.com
City: Englewood, FL	Zip code: 34223

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

Monthly Flow Data (For Reported Month Only)	
Month's Average Daily Flow: 1.5 MGD	
Month's Peak Daily Flow: 1.7 MGD	

Sanitary Sewer Connection Information (In ERCs)		
	ERCs (MGD)	Connections
Total ERCs Permitted:	3.4 MGD	
Total ERCs Served:	21,221	17,609
Single Family:	16,479	16,463
Multi-Family:	2,925	372
Commercial:	1,817	774
Industrial:		
Other:		
Calculated Total Flows:	1.5	
Remaining ERCs Available:	1.9	

Bulk Sewer Purchase Agreement Information	
Utility Purchased From:	Englewood Water District
Utility Sold To:	Sunshine Water Service FKA Sandalhaven Utilities
Maximum Purchase Amount:	300,000 GPD
Actual Purchased Amount:	3,788,443 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:	396,000 Gallons (estimated)

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



Potable and Recycled Water Utility Capacity Report

Please complete and return this form by the 5th of each month to:
Shaun Cullinan, Planning and Zoning Official, 18400 Murdock Circle, Port Charlotte, FL 33948
 Phone: 941.764.4934 Email: shaun.cullinan@charlottecountyfl.gov

Utility Information			
Utility Name:	Englewood Water District	Month/Year Reporting:	January 2025
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:	2.9 MGD
Month's Peak Daily Flow:	3.3 MGD

Potable Water Connection Information (In ERCs)		
	ERCs (MGD)	Connections
Total ERCs Permitted:	5.36 MGD	
Total ERCs Served:	24,284	19,823
Single Family:	18,171	18,151
Multi-Family:	3,008	411
Commercial:	3,105	1,261
Industrial:		
Irrigation:		
Other:		
Bulk Customer (Committed):	1	1
Calculated Total Flows:	2.9	
Remaining ERCs Available:	2.46	

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

Bulk Water Purchase Agreement Information	
Utility Purchased From:	Englewood Water District
Utility Sold To:	Bocilla Utilities Inc.
Maximum Purchase Amount:	
Actual Purchased Amount:	2,627,100 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, JANUARY 2024, FY25 BUDGET, YTD FY25 JANUARY 2025**

	YEAR END FY24	YTD FY24 JANUARY 2024	FY25 APPROVED BUDGET	YTD FY25 JANUARY 2025	Over (Under) Budget
Operating Revenues					
Water Services	\$ 10,044,721	\$ 3,268,027	\$ 10,686,181	\$ 3,498,318	\$ (7,187,863)
Waste Treatment	10,920,616	3,597,631	11,471,825	3,910,416	(7,561,409)
Accrued Guaranteed Revenue Fees	559,936	17,349	750,080	109,738	(640,342)
Other	404,375	245,427	276,000	151,171	(124,829)
Total Operating Revenues	21,929,648	7,128,434	23,184,086	7,669,643	(15,514,443)
Operating Expenses					
Water Production	5,257,466	1,238,469	4,382,766	1,036,182	(3,346,584)
Water Distribution	2,931,116	694,137	2,527,263	813,586	(1,713,677)
Waste Treatment	3,585,190	902,058	3,537,019	884,859	(2,652,160)
Waste Collection	6,396,052	1,099,653	3,911,344	1,450,945	(2,460,399)
Laboratory	327,166	115,709	374,882	116,742	(258,140)
General & Administrative	4,435,019	2,383,789	5,092,234	1,627,528	(3,464,706)
Total Operating Expenses	22,932,009	6,433,814	19,825,508	5,929,843	(13,895,665)
Operating Surplus (Deficit)	(1,002,360)	694,620	3,358,578	1,739,800	(1,618,778)
Non-Operating Revenues (Expenses)					
Interest Income	853,938	286,713	-	230,338	230,338
Net Increase (Decrease) in Fair Value of Investment	435,994	255,953	-	(31,899)	(31,899)
Assessment Revenue	54,340	42,168	-	-	-
Interest Expense	(31,286)	(31,286)	-	-	-
Other Revenues	2,230,954	10,300	-	53,218	53,218
Gain (loss) on Disposal of Capital Assets	52,887	3,250	-	-	-
Total Non-Operating Expenses	3,596,826	567,098	-	251,656	251,656
Surplus (Deficit) Before Contributions	2,594,466	1,261,718	3,358,578	1,991,456	(1,367,122)
Capital Contributions					
Cash	3,221,794	189,541	3,608,731	631,286	(2,977,445)
Non Cash	170,388	-	-	-	-
Total Capital Contributions	3,392,182	189,541	3,608,731	631,286	(2,977,445)
Change in Net Position	5,986,648	1,451,259	6,967,309	2,622,742	(4,312,667)
Total Net Position - beginning of year, as restated	110,594,353	111,133,664	116,581,001	116,581,001	
Total Net Postion - end of year	\$ 116,581,001	\$ 112,584,924	\$ 123,548,310	\$ 119,203,743	

Englewood Water District
Investment Report
as of January 31, 2025

RBC	Market Value	Percent of Total
Certificate of Deposit	6,680,306	36.76%
Bonds- Revenue/General Obligation	-	0.00%
Government Backed Bonds	6,505,779	35.80%
Money Markets/Cash	4,984,347	<u>27.43%</u>
	<u>\$ 18,170,431</u>	<u>100.00%</u>
Centennial Bank		
Cash Centennial- operating acct	2,333,199	
Cash Centennial- money market	78,127	
Total Cash	<u>\$ 2,411,326</u>	
Total Cash and Investments	\$ 20,581,757	
Prev Month Investments	\$ 12,321,831	
Prev Month - Cash - RBC	5,796,972	
Prev Month - Cash - Centennial	2,692,799	
Prev Month - Investments and Cash	<u>\$ 20,811,602</u>	

ENGLEWOOD WATER DISTRICT
SEPTEMBER 30, 2024, YTD FY25 JANUARY 2025
BALANCE SHEET

	<u>FY2024</u>	<u>YTD FY 2025</u>
<u>ASSETS</u>		
Current Assets		
Cash & Equivalents	\$ 6,522,534	\$ 7,184,492
Accounts Receivable	3,847,910	3,359,341
Accrued Interest Receivable	-	-
Inventory	1,748,631	2,019,153
Prepays	9,395	252,773
Total Current Assets	<u>12,128,471</u>	<u>12,815,758</u>
Noncurrent Assets		
Restricted Cash and Cash Equivalents	-	-
Restricted Assets: Investments	3,115,550	2,461,022
Investments	10,721,598	10,725,063
Connection Fees - Assessment Rec	1,053,483	1,053,483
Capital Assets (net)	<u>99,458,594</u>	<u>100,173,671</u>
Total Noncurrent Assets	<u>114,349,226</u>	<u>114,413,240</u>
Total Assets	<u>126,477,697</u>	<u>127,228,998</u>
Deferred Outflow of Resources		
Accumulated Decreases in Fair Value of Hedging Derivatives	(2,134)	(2,134)
Accumulated Costs Associated with Refunding of Debt	66,216	66,216
Deferred Amounts on Pensions	3,102,533	3,102,533
Total Deferred Outflow of Resources	<u>3,166,615</u>	<u>3,166,615</u>
<u>LIABILITIES AND NET POSITION</u>		
Current Liabilities		
Accounts Payable	1,905,629	49,785
Accrued Liabilities	706,016	679,771
Total Current Liabilities	<u>2,611,645</u>	<u>729,557</u>
Current Liabilities Payable from Restricted Assets		
Contracts Payable	-	-
Retainage Payable	410,556	435,608
Accrued Interest	28,466	28,466
Current Portion of Bonds and Notes Payable	<u>(2,248)</u>	<u>(2,248)</u>
Total Current Liabilities Payable from Restricted Assets	<u>436,774</u>	<u>461,826</u>
Noncurrent Liabilities		
Compensated Absences	843,075	828,670
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>
Total Noncurrent Liabilities	<u>7,993,143</u>	<u>7,978,738</u>
Total Liabilities	<u>11,041,562</u>	<u>9,170,120</u>
Deferred Inflow of Resources		
Deferred Amount on Pensions	2,021,749	2,021,749
	<u>2,021,749</u>	<u>2,021,749</u>
Net Position		
Net Investment in Capital Assets	99,050,286	99,740,311
Unrestricted	<u>17,530,714</u>	<u>19,463,432</u>
Total Net Position	<u>\$ 116,581,001</u>	<u>\$ 119,203,743</u>

Englewood Water District
RBC Investment Report
01/31/2025

Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
ICBC LTD NEW YORK BRANCH	CD	45581ECD1	200,000.00	0.350%	2/3/2021	2/11/2021	2/11/2025	200,000.00	199,754.00	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	244,495.30	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	235,931.13	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	249,055.00	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	161,158.10	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	106,750.44	0.690%	4.93
STATE BANK OF INDIA	CD	856283N77	253,187.50	0.900%	7/14/2020	6/26/2020	6/26/2025	250,000.00	246,400.00	0.890%	4.95
FIRST CAROLINA BANK	CD	31944MBB0	250,000.00	0.450%	8/5/2020	8/20/2020	8/20/2025	250,000.00	244,765.00	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	243,155.00	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	241,030.00	0.550%	4.82
BMO HARRIS BK NATL ASSN	CD	05600XBY5	250,000.00	0.550%	2/11/2021	2/18/2021	2/18/2026	250,000.00	240,550.00	0.200%	5.00
SUNWEST BK IRVINE CALIF	CD	86804DCR7	250,000.00	0.450%	2/11/2021	2/26/2021	2/26/2026	250,000.00	240,062.50	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	238,380.00	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	215,303.15	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	250,007.50	4.900%	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	245,068.60	5.000%	4.00
AMERICAN COMMERICAL BANK & TRUST	CD	02519AAD9	232,444.82	3.500%	11/7/2023	9/14/2022	9/14/2027	245,000.00	240,430.75	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	243,432.50	3.500%	3.00
MORGAN STANLEY PRIVATE BK	CD	61768UPM3	250,000.00	4.300%	9/18/2024	9/27/2024	3/27/2028	250,000.00	248,285.00	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	249,244.96	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	245,022.05	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	247,137.50	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	250,092.50	5.500%	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	250,055.00	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	250,067.50	4.850%	5.00
DRAKE BK ST PAUL MINN	CD	26144KAY3	245,000.00	4.550%	2/14/2025	2/14/2025	8/14/2029	245,000.00	245,000.00	4.550%	4.50
BANKWEST INC PIERRE SD	CD	06652CJC6	223,449.05	3.500%	10/18/2024	9/30/2024	9/28/2029	223,000.00	220,375.29	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	188,230.00		5.01
COULEE BK LA CROSSE WIS	CD	22209WAR3	201,747.24	4.400%	1/30/2025	1/9/2025	1/9/2030	202,000.00	201,066.76	4.486%	5.00
Subtotal			7,047,364.65					7,019,000.00	6,680,305.53		

Englewood Water District
RBC Investment Report
01/31/2025

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	248,280.00	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	247,907.50	3.120%	3.45
UNITED STATES TREASURY NOTE	Treasury note	91282CAT8	459,625.75	0.250%	5/10/2022	11/2/2020	10/31/2025	500,000.00	485,475.00	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	172,300.44		4.96
TENNESSEE VALLEY AUTH	Bonds	880591CJ9	68,156.95	6.750%	11/18/2020	11/1/1995	11/1/2025	52,000.00	52,846.56	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	416,128.20		4.46
FEDERAL HOME LOAN BANK	Bonds	3130B2BF1	501,253.00	5.000%	8/9/2024	8/28/2024	8/28/2028	500,000.00	499,315.00	4.931%	4.05
FEDERAL FARM CREDIT BANK	Bonds	3133ERVH1	1,305,473.40	4.600%	1/30/2025	10/2/2024	1/2/2029	1,300,000.00	1,294,072.00	4.574%	4.25
FEDERAL HOME LOAN BANK	Bonds	3130B4ND9	502,884.50	5.000%	1/30/2025	1/30/2025	1/30/2029	500,000.00	500,000.00	4.840%	4.00
FEDERAL HOME LOAN BANK	Bonds	3130B26B6	356,915.79	5.150%	10/2/2024	8/8/2024	8/8/2029	350,000.00	349,604.50	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	169,654.90	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	298,911.00	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	499,300.00	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	199,730.00	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	264,459.40	4.749%	5.00
FEDERAL HOME LOAN BANK	Bonds	3130B3C50	312,704.33	4.730%	1/8/2025	10/22/2024	10/22/2029	310,000.00	308,459.30	4.759%	5.00
FEDERAL FARM CREDIT BANK	Bonds	3133ERP39	504,786.63	4.950%	1/31/2025	12/26/2024	12/26/2029	500,000.00	499,335.00	4.839%	5.00
Subtotal			6,571,186.23					6,555,000.00	6,505,778.80		
Cash Balance									4,984,346.93		
Subtotal Cash									4,984,346.93		212.54
Average % and Duration in Years										3.332%	4.62

Certificate of Deposit	6,680,305.53
FHLMC	
FNMA	
GNMA	
FICO Series	
Bonds- Revenue/General Obligation	
Government Backed Bonds	6,505,778.80
Money Markets/Cash	4,984,346.93
	18,170,431.26
	18,170,431.26
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