

AGENDA
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
July 11, 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., Administrator
Robert H. Berntsson, District Counsel
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**

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** –

4a. Certificate of Appreciation

- Wastewater Operations Manager, David Larson – 30 years
- Wastewater Collections Maintenance Technician, David Cramer – 5 years
- Water Operations Plant Operator, James McKean – 5 years

4b. Presentation by Mr. Rob Ori, Senior Principal, and Mr. Mark Tuma, Manager, of Raftelis Financial Consultants, Inc.

5. **CONSENT SECTION**

5a. Minutes of the Regular Meeting dated June 12, 2025

Recommended Action: Approve the meeting minutes.

5b. Big W Law Invoice dated July 1, 2025.

Recommended Action: Approve the attorney's invoice in the amount of \$2,475.00.

5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated June 30, 2025

Recommended Action: Approve the attorney's invoice in the amount of \$605.00

6. **DISCUSSION**

6a. PFA's – Litigation Claim

7. **ACTION ITEMS**

7a. Emergency Hurricane Declaration Policy

8. **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. June Financial Statements
2. June Investment Statements

9. ATTORNEY’S REPORT – Robert H. Berntsson

10. OLD BUSINESS

11. NEW BUSINESS

12. PUBLIC COMMENT – ANY TOPIC

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

13. BOARD MEMBER COMMENTS

14. ADJOURN

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

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

Posted 7/3/2025

BOARD AGENDA ITEM SUMMARY 4b

MEETING DATE: **July 11, 2025**

SUBJECT: **Rate Study Presentation**

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Lisa Hawkins**

DEPARTMENT: **Finance**

ITEMS: **Rate Study Presentation**

PURPOSE / JUSTIFICATION: **To proceed with scheduling the Public Hearing, acceptance of the Rate Study Presentation is necessary.**

MOTION: **To accept the Rate Study as presented and schedule a Public Hearing for August 14, 2025.**

Prepared By: **Ashley Aguiar**

Date: **July 1, 2025**

Approvals:

Administrator

Finance

Water Operations

Wastewater Operations

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

Attachment:

BOARD AGENDA ITEM SUMMARY

5a

MEETING DATE: July 11, 2025

SUBJECT: Minutes of the Regular Meeting dated June 12, 2025

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ashley Aguiar**

DEPARTMENT: **Administration**

ITEM: **Request Board approval of the minutes of the Regular Meeting dated June 12, 2025.**

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

MOTION: **To approve the of minutes of the Regular Meeting dated June 12, 2025.**

Prepared By: **Ashley Aguiar**

Date: **July 1, 2025**

Approvals:

Administrator

Finance

Water Operations

Wastewater Operations

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

ATTACHMENTS: **Minutes of the Regular Meeting dated June 12, 2025**

NOTES
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
June 12, 2025 @ 8:30 A.M.

Board of Supervisors:

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

Staff:

Keith R. Ledford, Jr., P.E., Administrator
Robert H. Berntsson, District Counsel
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 - None
3. **PUBLIC INPUT** - None
4. **PRESENTATIONS**
 - 4a. Wastewater Collections Maintenance Technician, Shea Tooker – 10 years
5. **CONSENT SECTION** – Vice Chair, Mr. Meals, in Chair Gaver’s absence, called for a motion to approve. Mr. Stern moved, **“to approve the consent agenda as presented,”** seconded by Mr. Babington.
 - 5a. Minutes of the Regular Meeting dated May 8, 2025
Recommended Action: Approve the meeting minutes.
 - 5b. Big W Law Invoice dated June 2, 2025.
Recommended Action: Approve the attorney’s invoice in the amount of \$4,020.00.
 - 5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated May 31, 2025
Recommended Action: Approve the attorney’s invoice in the amount of \$11,234.50
 - 5d. Henderson/Franklin Attorney’s Invoices dated February 25, 2025 & May 5, 2025
Recommended Action: Approve the attorney’s invoices totaling \$2,527.00

UNANIMOUS

CS 25-06-12 A-D

6. **DISCUSSION**
 - 6a. Meter Removal Request - 1770 Gulf Blvd. Englewood, FL 34223 – Mr. Ledford led the discussion. Mr. Champavannarath, owner of Unit 2 at 1770 Gulf Blvd has requested removal of the water meter for the 12-unit condo complex. He considers the property condemned and uninhabitable. With new building codes requiring elevated reconstruction, rebuilding isn’t financially possible. The condo association is dissolving, and the property is being prepared for sale. He asked to discontinue water service and eliminate the \$700 monthly base charge. Englewood Water District advised that a demolition permit is

needed to classify the property as ‘undeveloped’ and stop the charges. Mr. Champavannarath asked about possible exceptions, noting there’s no use for water service and the meters are buried under sand. A discussion was held between Mr. Ledford, Chair Gaver, and Customer Services Manager Chunco, it was confirmed that under current policy, base charges must continue. The customer requested this matter be discussed further by the board. A discussion was held on the Customer Rules and Regulations, available options, and similar past cases. It was ultimately decided that the current rules will remain in place, with no changes or exceptions made in this case.

Mr. Stern moved, “**to continue to follow the Customer Rules & Regulations,**” seconded by Ms. Crampton.

UNANIMOUS

25-6-12 A

6b. Winchester Ranch Update - Mr. Ledford led the discussion. This was originally scheduled for discussion last month but was postponed due to additional information received before the board meeting and rescheduled for this meeting. Mr. Ledford provided a detailed update on the steps EWD has taken concerning the revised sewer and water figures for Winchester Ranch. He met with HDR and Kimley-Horn to evaluate potential service scenarios for Wellen Park and proceeded to review Kimley-Horn’s handouts outlining each scenario, including respective pros and cons. Mr. Meals emphasized the need to identify funding solutions and expressed support for the findings presented by Kimley-Horn and HDR. He also noted that upgrading aging infrastructure is necessary—regardless of new development—to reduce future repair costs and improve system efficiency. Attorney Berntsson referenced a letter submitted by Icard Merrill on behalf of Winchester Ranch prior to last month’s board meeting. EWD required additional time to review the letter in collaboration with Attorney Ken Oertel, as it raised a jurisdictional dispute over annexation. Both Attorney Berntsson and Attorney Oertel recommended filing a Declaratory Action to resolve the matter in court, allowing a legal determination on the question: "Does the District have that area based on the action of the legislature, or can the city take it by annexing that property into the city?" Attorney Berntsson requested that the Board authorize the filing of the Declaratory Action to settle the jurisdictional issue and allow progress. A motion was made and approved.

Mr. Stern moved, “**to authorize the filing of a Declaratory Action,**” seconded by Mr. Babington.

UNANIMOUS

25-6-12 B

Full motion read- To authorize the filing of a Declaratory Action seeking to resolve the question does the district have that area based on the action of the legislature or can the city take it by annexing that property into the city.

7. **ACTION ITEMS**

7a. Lime Plant Treater #2 Repairs – Mr. Ledford led the discussion. A leak was discovered in the sludge pipe beneath Lime Plant Treater #2, causing significant soil washout and cracks in the tank footer. CROM, the original contractor and designer of the tank, was engaged to assess the damage. Their initial repair estimate of approximately \$750,000 was revised to \$373,406 following additional evaluation, including ground-penetrating radar (GPR), which confirmed the void was isolated to the southeast quadrant of the tank. The scope of work includes removal of the existing floor coating, injection of excavatable concrete to stabilize the void, removal and replacement of the damaged pipe, encasement in concrete, repair of the tank floor, and application of a new epoxy coating. An optional clarifier grout topping was quoted at \$154,594 but is not recommended at this time. The estimated duration for the repairs is eight weeks, with a potential deduction of \$57,513 if dewatering is not required. Although only two treaters are typically in service, all three must remain operational to allow for proper maintenance without compromising production capacity. To accommodate the cost, several planned FY25 Production projects will be deferred. Staff is requesting approval of \$373,406 under a Purchasing exception based on standardization, as CROM's specialized construction methods and materials are critical to maintaining structural integrity and compatibility. Utilizing the original contractor reduces the risk of failure and ensures consistency in workmanship and long-term performance.

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

UNANIMOUS

25-6-12 C

Full motion read- To authorize the Administrator to sign CROM's revised Proposal dated May 30, 2025, in the total amount of \$373,406.00 for the Tank Floor Repairs and Underground Pipe Replacement only. Funds to come from Water Revenues.

7b. Hurricane Milton I&I Repairs - Mr. Ledford led the discussion. Following the recent manhole inspections and smoke testing conducted by USSI, a total of 58 manholes were identified as requiring attention due to observed infiltration and/or the need for internal repairs. Earlier this year, staff was approached by the Hinterland Group, Inc., a contractor with prior experience on our Blue Heron project where they served as a subcontractor to GML for the CIPP pipelining work. Hinterland Group has an established track record, having completed similar projects across Florida, including work in Charlotte, Sarasota, and Manatee Counties. Hinterland has submitted pricing for the rehabilitation of the 58 identified manholes. The proposal is based on a piggyback arrangement utilizing the City of Port St. Lucie's Contract #2020014 for the *Rehabilitation of City Sewer Structures, Manholes & Lift Station Wet Wells*. The total proposed cost for this work is \$93,198.00.

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

UNANIMOUS

25-6-12 D

Full motion read- To authorize the Administrator to sign the Hinterland Group Proposal #25-0102-00 in the total amount of \$93,198.00. Funds to come from Wastewater Revenues.

8. **ADMINISTRATOR'S REPORT – Keith R. Ledford, Jr., P.E.**

8a. WATER OPERATIONS MANAGER – Dewey Futch

Production

- Total send out for May 2025 was 91.0 MG; for 2024 it was 102.7 MG.
- The average send out was 2.9 MGD, and the 2024 average send out was 3.3 MGD.
- The high send out was 3.7 MGD, and the 2024 high send out was also 3.7 MGD.
- Rainfall for 2025 was 2.5", and rainfall for 2024 was 0.46".
- Operators at the plant have been performing maintenance and regular operations
- The switchgear project for the RO generators was completed last month, and the system is now fully operational.
- CROM has visited the site several times to assess Treater #2 and is currently preparing for the upcoming repair.

Distribution

Distribution reported three incidents last month:

1. May 15 – A broken fire hydrant on Medical Blvd was replaced. Two days of bacteriological sampling were conducted, and the hydrant was returned to service on May 22.
 2. May 27 – A 4-inch main break occurred on Oyster Creek Dr. A boil water notice was issued and later rescinded on May 29.
 3. May 29 – An 8-inch water main broke on North Beach Rd. A boil water notice was issued to affected customers and was rescinded on June 1.
- New meter installations: 11 single-family homes (11 ERCs)
 - Radio head replacements: 81
 - Customer service requests (turn-offs): 272

8b. WASTEWATER OPERATIONS MANAGER – David Larson

WRF:

- May 2025 MADF: 1.607 MGD
- May 2024 MADF: 1.338 MGD
- May 2025 Peak Flow: 1.820 MG
- Grease removal has commenced in the Plant #4 surge basin.
- Normal operations and maintenance

Collections:

- Collections staff replaced one vacuum pit this month.
- Two valves were installed at lift stations #210 and #219 in preparation for upcoming repairs and rehabilitation work.
- 11 sewer service cap-offs were completed.
- Staff repaired 8 clean-outs and 32 vents.

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

- **Hurricane Milton I&I** – On the customer side of the project, a total of 35 properties were identified with defects. All customers have been contacted, and responses have been positive. Repairs have been completed at 28 of the 35 properties — with 18 capped off by the Collections team and 10 handled by property owners. A few sites remain pending inspection, with one additional cap-off completed just yesterday. Three properties are currently working with plumbers to finish their repairs, and follow-up is scheduled for next week. Since May 1st, the Collections department has completed 168 work orders in addition to regular daily responsibilities. Efforts remain strong and consistent.
- **V1 Station** – All work associated with the project has been completed, with the exception of finalizing the Smart System installation. Initially, delivery of the Smart System components was not anticipated until sometime in July. However, notification was received that the equipment shipped earlier than expected, on June 10. The installation team is scheduled to return on June 24 to complete setup and activation of the system. With this final step in place, full project completion is expected shortly thereafter.
- **LS #114 Improvements – Brook to Bay** – A meeting was held on May 23, 2025, between staff and a representative from Brook to Bay to discuss the status of the project. Brook to Bay currently does not have funding available to reconstruct the retaining wall. The park previously accommodated 12 RV spaces; however, in the absence of the retaining wall, the layout is being reconsidered to accommodate 9 RV trailers. Minor modifications may be required for certain cleanout locations to align with the proposed layout. EWD will continue to coordinate with Brook to Bay to evaluate potential accommodations and work toward project closeout.
- **Boca Royale East** – Utility installation for Phase 1A has been completed. Final testing will commence following the installation of asphalt.
- **Charlotte County – CR775 Buck and Oyster Creek Bridge Improvements** – The County awarded the project to Thomas Marine Construction. A pre-construction meeting occurred on May 29, 2025. However, EWD has requested a separate on-site meeting with the contractor prior to the commencement of work. EWD's required tasks are minimal and will be coordinated with the contractor's work.
- **Shores at Stillwater** - Utility installation for Phase 1A has been completed. Final testing will commence following the installation of asphalt. Currently, utility installation is underway for Phase 1B.
- **Prose Apartments** – The proposed development encompasses a total of 260 apartment units, comprising 159 one-bedroom units and 101 two-bedroom units, along with an Amenity Center. The project plans have been finalized and are awaiting approval. The Developer's Agreement was completed and submitted for execution on May 16, 2025. Upon execution of this agreement, the project plans will be approved, and the Florida Department of Environmental Protection (FDEP) applications will be signed, allowing the project to proceed to the next phase.

8d. FINANCE DIRECTOR – Lisa Hawkins

Financial Statements

- Operating revenues through May totaled \$15.4 million, reflecting an increase of \$607,000 compared to last May. Operating expenses were \$3.1 million, a decrease of \$670,000 from the previous year. This resulted in an operating surplus of approximately \$3.6 million through May.

Investment Statements

- At the end of May, investments included \$18.4 million with RBC and \$4.3 million at Centennial Bank, for total cash and investments of \$22.7 million.

Rate Study

- Last week, a high-level review of the rate study findings was conducted with each board member and the Raftelis team. For any questions, contact Keith or the finance team during this month. The final detailed rate study presentation is scheduled for the July board meeting, followed by a rate hearing in August. New rates will take effect on October 1, 2025.

July Board Meeting Schedule

Mr. Ledford led the discussion concerning the upcoming Rate Study Presentation, Public Hearing, and Budget discussions. Given the significance of these topics, it was emphasized that a quorum of at least three (3) board members is essential for the meetings. After a brief discussion regarding members' availability and considering some scheduling conflicts, staff proposed rescheduling the board meeting from July 10 to July 11, 2025. This adjustment would ensure the presence of a sufficient number of board members for the Rate Study Presentation. A brief discussion about the Rate Study followed, leading to a motion.

Mr. Stern moved, **to change the meeting from the 10th to the 11th**” seconded by Mr. Babington.

UNANIMOUS

25-6-12 E

Full motion read “To change the meeting to the 10th to the 11th at 8:30am”

9. ATTORNEY’S REPORT – Robert H. Berntsson - None

10. OLD BUSINESS - None

11. NEW BUSINESS – None

12. PUBLIC COMMENT –

- John Luczynski of Wellen Park expressed strong disappointment with the current state of affairs, attributing the situation to a continued lack of meaningful action. He cautioned that pursuing legal avenues would not only delay potential progress but also significantly escalate costs. Luczynski emphasized that the unresolved issue pertains to the source of water service. He stated unequivocally that the Englewood Water District is not currently capable of providing service, nor is it likely to be able to do so in the near future, or even within the next five years. He emphasized that if EWD intends to serve the area, it must begin taking concrete and immediate steps toward that goal. Luczynski characterized the

series of events leading to the current situation as frustrating, noting that the same patterns continue to persist without resolution.

- Bill Merrill, Esq., of the Icard Merrill law firm, expressed that litigation was not the preferred approach and that he had hoped for an amicable resolution to the matter. He recognized the continuing dispute between the parties over utility services related to the annexation and noted that a quick or affordable resolution appeared unlikely. Merrill emphasized the importance of assessing actual service capabilities, highlighting that EWD is currently unable to meet the area's needs. He indicated that this issue might lead to a compulsory counterclaim or separate legal action, as Winchester Ranch will require service long before EWD can provide it. While reiterating his preference for an amicable resolution, Merrill recognized EWD's position and stated that Winchester Ranch will respond accordingly.

13. BOARD MEMBER COMMENTS

Mr. Stern noted that the current system is aging and emphasized the need to, at a minimum, maintain and upgrade existing infrastructure. While acknowledging that these improvements will be costly, he stated that they are necessary. He also pointed out that, regardless of whether EWD ends up serving Winchester Ranch, the District must modernize its plant to adequately serve its current customers. Ms. Crampton agreed with Mr. Stern and added that it is important to focus on improvements across the entire district. She emphasized the need to continue enhancing both water quality and service, while being mindful of timing and costs. Mr. Babington also expressed agreement with both Mr. Stern and Ms. Crampton, stating that it is time to move forward and address these essential needs.

14. ADJOURN @ 9:44am

Taylor Meals - Vice Chair

APPROVED/aa



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

3195 S. Access Road, Englewood, Florida 34224

941-627-1000

Englewood Water District
aaguilar@ewdfl.com
201 Selma Avenue

Received by EWD
7/1/25 at 9:42am
AA

Statement Date: 07/01/2025
Statement No. 36666
Account No. 8.0000

Englewood, FL 34223

Legal Services
PO# 60218

PO# 60218

FOR PROFESSIONAL SERVICES RENDERED

			Rate	Hours	
06/02/2025	RHB	Email(s) with Mr. Benedict; Email(s) with Ms. Aguiar; Email(s) with Mr. Strickroot; Review detailed voice message from Mr. Oertel.	300.00	0.25	75.00
06/03/2025	RHB	Email(s) with Ms. Aguiar; Email(s) with Mr. Ledford; Email(s) with Mr. Oertel; Email(s) with Mr. Phewfhad; Email(s) with Ms. Casole; Review detailed voice message from and Leave detailed voice message for Mr. Merrill.	300.00	0.50	150.00
06/04/2025	RHB	Email(s) with Ms. Aguiar.	300.00	0.25	75.00
06/05/2025	RHB	Email(s) with Ms. Bagley.	300.00	0.25	75.00
06/06/2025	RHB	Email(s) with Ms. Aguiar; Review agenda.	300.00	0.25	75.00
06/09/2025	RHB	Leave detailed voice message for Mr. Merrill.	300.00	0.25	75.00
06/10/2025	RHB	Telephone conference with Mr. Merrill; Email(s) with Mr. Ledford; Email(s) with Ms. Aguiar; Review Holiday Travel Park documents; Email(s) with Mr. Jonas; Email(s) with Mr. Oertel; Telephone conference with Mr. Oertel, et. al.; Telephone conference with Mr. Ledford, et. al.	300.00	1.00	300.00
06/11/2025	RHB	Email(s) with Mr. Ledford; Review Enabling Act.	300.00	0.25	75.00
06/12/2025	RHB	Prepare for and attend Board of Supervisors Meeting; Email(s) with Ms. Aguiar; Email(s) with Ms. Petty; Email(s) with Mr. Oertel; Email(s) with Mr. Ledford; Email(s) with Mr. Jonas.	300.00	2.50	750.00
06/13/2025	RHB	Email(s) with Ms. Honeycutt, Mr. Jonas' office; Email(s) with Ms. Petty; Email(s) with Ms. Aguiar.	300.00	0.25	75.00
06/16/2025	RHB	Review detailed voice message from and Leave detailed voice message for Mr. Jonas; Email(s) with Ms. Hoenycutt; Telephone			

			Rate	Hours	
		conference with Mr. Jonas; Email(s) with Mr. Ledford.	300.00	0.25	75.00
06/17/2025	RHB	Email(s) with Ms. Aguiar; Email(s) with Ms. Petty.	300.00	0.25	75.00
06/19/2025	RHB	Email(s) with Mr. Ledford.	300.00	0.25	75.00
06/20/2025	RHB	Review Statute; Email(s) with Mr. Ledford; Email(s) with Ms. Aguiar.	300.00	0.25	75.00
06/26/2025	RHB	Email(s) with Ms. Hawkins; Email(s) with Mr. David; Review Florida Statutes; Email(s) with Mr. Oertel.	300.00	0.50	150.00
06/27/2025	RHB	Email(s) with Ms. Aguiar; Email(s) with Ms. Hawkins; Review detailed voice message from Mr. Melito; Telephone conference with Mr. Melito; Email(s) with Mr. David; Telephone conference with Mr. McKinley.	300.00	0.75	225.00
06/30/2025	RHB	Email(s) with Ms. McKinley; Email(s) with Mr. Ledford; Email(s) with Ms. Bagley.	300.00	0.25	75.00
		For Current Services Rendered		8.25	2,475.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Robert Berntsson	8.25	\$300.00	\$2,475.00

PREVIOUS BALANCE \$4,020.00

Total Current Work 2,475.00

Payments

Total Payments for 06/26/2025 -4,020.00

Balance Due \$2,475.00

Billing History

<u>Fees</u>	<u>Hours</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
152,787.50	581.01	0.00	52.80	0.00	150,365.30

BOARD AGENDA ITEM SUMMARY

5c

MEETING DATE: July 11, 2025

SUBJECT: Oertel, Fernandez, Bryant & Atkinson
Attorney's Invoice dated June 30, 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 June 30, 2025**

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

FISCAL IMPACT: 500311-500-101

Budget Resolution Required: yes no

Amount Budgeted	\$	65,000.00
Year to Date Expenditures	\$	(45,044.63)
Total Expenditure Required	\$	<u>(605.00)</u>
Remaining in Budget	\$	19,350.37

MOTION: **To approve the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated June 30, 2025, for services rendered concerning the Winchester Ranch Development in the amount of \$605.00. Funds to come from water/wastewater revenues.**

Prepared By: **Ashley Aguiar**

Date: **July 1, 2025**

Approvals:

Administrator

Finance

Water Operations

Wastewater Operations

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

ATTACHMENTS: **Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated June 30, 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

Received by EWD on 6/30/25
 at 10:13am
 AA

Invoice

Invoice Number	24468
Invoice Date	06/30/2025
Amount Due	\$11,839.50

*The total amount due is actually **\$605.00**. The balance currently shown includes a previous balance that has already been paid by check on 6/26/25.

PO: 60264 - Client #4894-001

Issues with Winchester Ranch regarding available service.

Fees

Date	Subject	Staff	Hours	Total
06/03/2025	Review emails; schedule conference call	KGO	0.50	\$250.00
			0.50	\$250.00

Expenses

Date	Subject	Cost	Qty	Total
06/13/2025	Service Fee - Richard Campbell Invoice #20250001156	\$40.00	1.00	\$40.00
06/17/2025	Sarasota County Civil Court - Filing Fee	\$315.00	1.00	\$315.00
				\$355.00

Subtotal	\$605.00
Total	\$605.00
<i>Paid via Check on 6/26/25</i> Prior Balances	\$11,234.50
Total Balance Due	\$11,839.50

Professional Fee Summary

Name	Initials	Role	Hours	Rate	Total
Kenneth Oertel	KGO	Attorney	0.50	\$500.00	\$250.00
Total			0.50		\$250.00

Prior Balances

Date	Invoice Number	Due Date	Amount	Payments/Credits	Due
05/31/2025	24406	07/15/2025	\$11,234.50	\$0.00	\$11,234.50
Total			\$11,234.50	\$0.00	\$11,234.50

Account Summary

Account Name	Balance
Operating Retainer	\$0.00

Transaction History

No entries found

BOARD AGENDA ITEM SUMMARY 6a

MEETING DATE: July 11, 2025

SUBJECT: PFAS – Litigation Claim

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Lisa Hawkins**

DEPARTMENT: **Finance**

ITEMS: **PFAS – Litigation Claim**

PURPOSE / JUSTIFICATION: **This discussion item addresses the potential retention of legal counsel for the Englewood Water District in connection with national litigation regarding PFAS (“forever chemicals”) contamination in drinking water systems. The District has been approached regarding a contingency-based retainer agreement with Ventura Law and Frazer Law, PLC. Such an agreement would enable the District to pursue possible settlement claims and recover eligible costs related to PFAS monitoring, treatment, or mitigation, while preserving its legal rights in the ongoing multi-district litigation (MDL No. 2873) without incurring upfront legal fees.**

MOTION: **To Be Determined**

Prepared By: **Ashley Aguiar**

Date: **July 2, 2025**

Approvals:

Administrator

Finance

Water Operations

Wastewater Operations

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

Attachments:

- Ventura Law, 2023 PFAS Fact Sheet
- Ventura Law Retainer Agreement

2023 PFAS FACT SHEET

PFAS CONTAMINATION

The Toxic Drinking Water Crisis

Remediating the leaching of “Forever Chemicals” into the public water supply to protect our communities.

WHAT ARE PFAS?

Perfluoroalkyl and Polyfluoroalkyl, or PFAS, are a group of more than 9,000 man-made chemical compounds that do not occur naturally in the environment. They are used in a variety of industry applications including grease- and water-resistant food packaging, fire-fighting foam, carpeting, apparel, and upholstery.

These compounds are known as “Forever Chemicals” because they do not biodegrade or breakdown.

Once released into the environment, PFAS pollute our air, soil, and waterways, ultimately leaching into our water supply. PFAS are colorless, odorless, tasteless, and unregulated contaminants. Worse, they bio-accumulate, or become increasingly more concentrated, in the human body as we take in more than we can expel.

PFAS have been found in the bloodstream of more than 98 percent of Americans, and even in umbilical cord blood and breast milk. They have also been found in the blood of seals, eagles, and dolphins around the World, including in animals living in a remote wildlife refuge in the middle of the North Pacific.

WIDESPREAD EXPOSURE

While the extent of PFAS contamination is not fully known, investigations thus far, such as sampling and monitoring required under EPA’s Unregulated Contaminant Monitoring Rule (UCMR3), indicate the problem is widespread. The EPA is expected to implement stronger standards for PFAS. The problem for municipalities will become even more pronounced, and accordingly, more municipalities will be pursuing litigation to recover damages sustained as a result.



An Airman blows a small sea of foam with known links to causing cancer that was unintentionally released by an aircraft hangar at Travis Airforce Base, California in 2013.

HIGHLY PROBABLE CONTAMINATION SITES

- **Industrial Manufacturing Facilities**
- **Fire Training Facilities**
- **Airport Facilities**
- **DoD Facilities (Current & Former)**
- **Municipal Landfills**
- **Wastewater Treatment Plants**

98%

Of Americans found to have PFAS in their blood.

Centers for Disease Control and Prevention’s National Health and Nutrition Examination Survey (NHANES)

PFAS TO BE DESIGNATED HAZARDOUS BY EPA

The EPA announced plans to designate various PFAS chemicals as hazardous substances under CERCLA in it’s PFAS Strategic Roadmap 2021-24. Once the final ruling is published (expected in 2023), CERCLA grants the agency the authority to issue testing and clean-up orders and to require “responsible parties” to bear the costs.

For municipalities and water providers, remediation costs and future operational and maintenance costs typically start at \$30 million and escalate depending on a number of factors.

HISTORY OF PFAS

In 1938, the inert fluorocarbon – polytetrafluoroethylene (PTFE) – was invented by duPont and later assigned the trademark “Teflon”. By 1948, duPont was producing about 2 million pounds of Teflon a year at its Washington Works plant in Parkersburg, West Virginia.

In 1951, duPont began using another laboratory chemical known as perfluorooctanoic acid (PFOA). 3M also manufactured PFAS compounds until 2002.

In 1961, company lab tests linked C8 exposure to enlarged livers in rats and rabbits. duPont scientists and senior staff members had for many years either known, or at least suspected, that C8 was harmful.

In the 1970s, duPont’s researchers began to understand that C8 was building up in the bloodstreams of workers. In 1981, the company ordered all female employees out of the Teflon division after two out of seven pregnant workers gave birth to children with birth defects.

In 1984, duPont began to collect local tap water and discovered that C8 was making its way into public drinking water supplies in both Ohio and West Virginia.

In 1998, duPont’s secret started to leak out to the public. A West Virginia cattle rancher, Wilbur Tennant, sued duPont claiming because of pollution into a creek that ran into the Ohio River. About 280 of Tennant’s cattle, which drank water from the creek, had died.

In 2004, the EPA filed a lawsuit against duPont, charging it with concealing evidence about C8’s risks for decades.

In 2005, duPont capitulated and paid \$16.5 million in fines to the EPA. The same year, duPont settled a related class-action suit for over \$100 million – plus funded research by an independent science panel to investigate the effects of PFASs on human health.

Also, duPont, 3M, and others have paid for the installation of filtration systems in multiple drinking water supply districts.

AFFF (AQUEOUS FILM FORMING FOAM)

AFFF is one common type of PFAS. The U.S. military has been using AFFF in fire-training exercises for decades. The same is true for commercial airports, airplane hangars, oil refineries, fire departments, petrochemical transfer and production sites, and heliports.

AFFF groundwater contamination sites can be found across the country. As an example, training exercises occur on a weekly to monthly basis at Naval Air Station (NAS) Fallon, NV, and consist of igniting fuel (average 3000 L/week) and extinguishing the fire with 1200-3200 L (3%-6%) of aqueous AFFF solutions.

Typically, at this site and others, disposal options for AFFF wastewater included discharge into a wastewater treatment facility and directly onto the ground adjacent to training facilities, and potentially contaminating additional soil and water sources beyond the original site.

[Contact us today for more information about PFAS and ensuring your community has access to clean water.](#)

PFAS

Litigation Has Been Established

Hundreds of lawsuits have been filed by municipalities, consumers and water utility companies against the manufacturers of products such as surfactants, polymer processing aids and AFFF that contain the man-made chemical compounds in the PFAS family.

Multi-District Litigation (MDL) No. 2873 involving all of the cases involving PFAS contaminants have been transferred to the U.S. District Court for the District of South Carolina. An MDL is a special legal procedure in which federal civil cases around the country are transferred to one court.

[LEARN MORE AT VENTURALAWCENTER.COM/PFAS](http://VENTURALAWCENTER.COM/PFAS)

5 Reasons Municipalities and Water Providers Have a Cause of Action

- 1** PFAS manufacturers knew or should have known the toxic nature of the fluorinated surfactants they made and that there was high potential to contaminate unprotected ground and surface water sources. Hence there was a failure to warn municipalities.
- 2** PFAS and AFFF manufacturers failed to provide reasonable instructions to their customers on how to manage wastes generated in respective manufacturing operations. Material Safety Data Sheets (MSDSs) support that surfactant and AFFF suppliers recommended waste discharges to public sewer systems without providing adequate instructions on how fluorinated surfactants can bypass and degrade treatment plant operations.
- 3** Industrial users of PFAS chemicals in their manufacturing operations relied on poor handling practices resulting in spills and in some instances intentional dumping or use of unlined landfills. Hence, users failed to take actions to prevent contamination of unprotected water sources.
- 4** The causes of action include trespass, nuisance, negligence, failure to warn or disclose, and other common law claims.
- 5** Damages to a municipality or water provider for the cost of remediation of the raw water at the source, with the remediation being a granular activated carbon treatment process and facility, reverse osmosis, and ionization.

As in any litigation, a settlement could happen at any time. Failure to join the litigation in a timely manner could lead to insufficient or limited remediation funds for your municipality or water provider.

CONTACT US

Take Action Now

Ventura Law, Frazer PLC, and Frank Charles Miranda PA are currently representing municipalities, airports, and water providers in the PFAS multi-district litigation (MDL) in an effort to recover those costs and damages needed and incurred to remediate all contaminated water and soil within each plaintiff's jurisdiction.

Roe Frazer, a member of our legal team, was appointed to the Plaintiffs' Executive Committee, is Co-Chair of Water Providers Committee and Co-Lead Discovery Counsel in the PFAS MDL and, as such, has invaluable insight that could benefit you and your community.

Augie Ribeiro (Ventura Law) and Frank Miranda have represented numerous cities in the Opioid Crisis and a multitude of municipal entities in the BP oil spill litigation. They are currently involved in a number of national litigations against the pharmaceutical and medical device industry.

If your municipality is not yet a party to this litigation, and you believe you have or may have soil or water that is contaminated with PFAS, please contact us.

Our team welcomes the opportunity to discuss the efficacies of attorney-client privilege water and soil testing and the possible subsequent litigation representation for your municipalities against the manufacturers responsible for any potential contamination.

VENTURALAW

VENTURALAWCENTER.COM/PFAS
INFO @ VENTURALAWCENTER.COM
DIRECT: (888) 497-2870

RETAINER AGREEMENT

THIS RETAINER AGREEMENT made and entered into this ____ day of May, 2025, by and between the City of _____ (the "Client" or "You"), Frazer Law, PLC and Ventura & Ribeiro, PLLC d/b/a Ventura Law (collectively the "Firms" or "we"), in connection with potential litigation regarding the presence of PFAS, PFOS, PFOA, C-8 chemicals, 1,4 Dioxane, Aqueous Film Forming Foam, and/or other similar identifiable contaminants in the same class of contaminants (collectively, "Chemicals"), in drinking water in the systems of the Client.

1. For and in consideration of the mutual promises herein contained and other good and valuable consideration, the parties hereby agree as follows: The Client hereby engages the Firms to represent it in Phase 2 settlement claims completion and submission with regard to its drinking water against manufacturers and others regarding the presence at unacceptable detectable limits of Chemicals in drinking water in the property of the Client (the "case" or "matter"). Subject to favorable results in their investigation into Client's potential claims, the Firms will complete and submit claims in the drinking water settlement on behalf of the Client against responsible parties. If nothing is recovered, the Client will not be indebted to the Firms for any attorney's fees or expenses the Firms might incur. If the Firms' investigation results in a finding that, in their opinion, does not warrant the filing of a claim, then the Firms will notify the Client of that conclusion, in which event the Client will owe the Firms nothing and this Agreement will be terminated. All of the lawyers and employees the Firms are representing the Client only in their capacity as lawyers and employees of Frazer Law PLC and Ventura Law.
2. The Firms have made no promises and will make no promises or guarantees as to the probabilities of outcomes or the amounts recoverable in connection with the Clients' claim(s).
3. The Firms assume joint and several responsibility for the representation described in this Agreement. Client approves of and consents to the participation of all the Firms in the representation. The Client understands and agrees that the total contingency fee described in paragraph 5 (the "Contingency Fee") will be divided equally among the Firms based upon the work performed by each. The Client agrees to this division of responsibilities and fees. The Firms might propose association with other firms or attorneys which we reasonably believe might assist in the prosecution of the claim. As to any other proposed associated counsel, the Client will be provided the names of that counsel in advance of our association. The division of fees among the Firms, or the association with additional counsel, does not change the total Contingency Fee described in paragraph 5 owed by the Client.
4. The Firms agree to represent the Client on a contingent basis, such that any attorney's fees and expenses shall be paid only if the Firms obtain a favorable result in this case. The Firms

will advance the costs of this litigation including filing fees, transcript costs, notices, travel expenses, expert fees, and copy and delivery charges. While the Firms will seek reimbursement of these charges from the court and/or the adverse parties, they understand that reimbursement of their expenses is not guaranteed.

5. The Client agrees to pay the Firms a total Contingency Fee of one third (33.33%) of the total amount of money or other items of value obtained in connection with the settlement, of the claim (the "Contingency Fee"). The Contingency Fee shall be computed on the basis of the present value of the settlement. The Client agrees that the Firms shall recover all costs and expenses reasonably incurred by the Firms from the gross recovery. Costs and expenses shall be deducted before the Contingency Fee is calculated. If there is no recovery, the Client shall not be responsible to reimburse the Firms for any costs and expenses, or if such costs and expenses exceed the gross recovery, the Client shall not be responsible for such excess. These costs and expenses do not change the Contingency Fee percentage. Furthermore, any expenses that benefit multiple clients will be spread evenly, pro rata, among them. If there is no recovery, the Client shall not be responsible for any legal fees to the Firms. Notwithstanding any other provision of this section or of this document, the City shall neither share in any attorneys' fees earned by the Firms, nor be responsible for any costs, expenses or other claims by Firms or any other claimant who may have entitlement to recovery of fees.
6. The Firms will not settle the Client's claim without the approval of the Client. The Firms will notify the Client promptly of the settlement offer received by the Firms.
7. The Firms will take reasonable measures to keep confidential all information relating to representation of the Client unless disclosure is authorized by the Client or required by applicable codes of professional responsibility. The Firms may, however, include your name in a published list of our clients, with your written approval.
8. The Client will have the right at any time to terminate the Firms' representation, with or without cause, upon written notice to the Firms. After filing suit, the Firms, or any of them, may withdraw as permitted under the _____ Rules of Professional Conduct. Upon termination of representation, the Firms shall take steps to the extent reasonably practicable to protect the Client's interests, will give reasonable notice to the Client, will allow time for employment of other counsel, and will surrender papers and property to which the Client is entitled. If the Firms withdraw or are discharged without cause prior to any recovery from the settlement ("recovery"), the Client agrees that the Firms have a right to bring a claim for a reasonable fee for their services from any recovery. Any negotiations or legal proceedings over legal fees shall not affect the orderly and timely transition to any new firm(s) or attorney(s) to be engaged in the case. In any event, the Firms and Client agree that the fee determined for the Firms in any settlement or legal proceedings shall not exceed the Contingency Fee of 33.33% as defined in paragraph 5.

9. The Firms have found that the use of email is an expedient and effective method of communicating with clients and in transmitting documents. While the Firms are mindful of the fact that it is possible for such communications to be intercepted and read, they agree to take all reasonable measures to preserve the confidentiality of email communications and have concluded that there is a sufficient likelihood of confidentiality in this means of transmission to justify its use with the Client on a regular basis. The Client agrees that the Firms may use email to communicate with it and to transmit documents to it from time to time.
10. This Agreement does not include any contract or agreement for any other legal representation not herein expressly referenced. The Client understands that the Firms will not provide any tax, accounting, or financial advice or services regarding this matter. If additional legal services are necessary in connection with or beyond the scope of the engagement reflected herein and the Client requests an attorney to perform such services, separate and additional fee arrangements will be made between the Client and the Firms. Any request for legal services unrelated to this engagement must be set forth in a separate written agreement signed by the Client and one or more of the Firms.
11. In the event that the Firms recover any compensation for the Client, all payments recovered will be first deposited and/or paid into the trust account of one of the members of the Firms, or a trust account designated by them, from which account those funds will be distributed, pursuant to an itemized accounting to the Client consistent with the terms of the settlement or judgment minus the Contingency Fee and costs as set forth in this Agreement. Funds may be held in the IOLTA trust account of the Firms, or any of them, and the interest, if any, will be sent to the appropriate Bar Foundation. The Firms will make every effort, consistent with applicable Bar Rules, to put any settlement in an interest-bearing account for the benefit of the Client.
12. Disputes: If a dispute arises between the Client and the Firms regarding or connected with fees/costs due to the Firms or legal services performed by or on behalf of the Firms in connection with the claim(s) covered by this Agreement, the parties agree that the governing law for such dispute will be the law of the State of _____, notwithstanding any conflict of law doctrine to the contrary. The parties also agree that the exclusive and sole venue and jurisdiction for any such action shall be _____ County, _____ and consent to personal jurisdiction in said place.
13. The Firms acknowledge that information of Client's business practices and confidential information gained from the Client through the representation of the Client and its agents and representatives would create a professional conflict of interest in the representation of others in current and future litigation of any nature whatsoever against Client. To the maximum extent permitted by the _____ Rules of Professional Conduct, the Firms agree that they will institute no action or suit of any nature whatsoever, at law or in equity,

against Client, Client's agents, successors and assigns, nor aid in the institution, by referral or otherwise of any claim, demand, action or cause of action against Client, Client's agents, successors and assigns. In addition, the Firms will require all experts and consultants retained pursuant to this Agreement to execute an agreement containing a provision, in a form satisfactory to Client, prohibiting them from releasing confidential information of Client.

14. The Firms and Client agree that the Firms will not communicate with the media, issue press releases, or make any other public comments. The Firms will keep Client apprised of contacts from the media and to the extent practicable will consult with Client prior to making any statement related to the Client's case. The Firms will use their best efforts to control public statements made by plaintiffs in the Chemical litigation. If the Firms or another plaintiff makes public statements or comments on behalf of Client, Client may withdraw from the litigation without owing Attorney any costs or fees, and the attorney-client relationship would be terminated at that time. This paragraph applies only to communications that occur after the Effective Date of this Agreement as defined in paragraph 15.

15. The effective date of this agreement will be the date when it is executed by Client. This Agreement will, however, apply to services provided by the Firms on this matter before its effective date.

Executed on the date first above written.

CLIENT

FRAZER PLC

By: _____

By: _____

VENTURA & RIBEIRO, PLLC d/b/a/ VENTURA LAW

By: _____

**STATUS REPORT
For Board Meeting July 11, 2025**

CIP/In-house Projects:

1. **Hurricane Milton I&I** – Staff is meeting with the Hinterland Group on July 8th to kick off the project. The manhole rehab work will begin immediately, and they anticipate being completed by August 1, 2025.
2. **Middle Beach Pipe Replacement** – The water main at Middle Beach was damaged during Hurricane Milton and is currently out of service. The scope of work for the project has been negotiated with Kimley-Horn and a task order has been issued. Kimley Horn is working on the pipe replacement design, and we will be scheduling additional meetings with Sarasota County, FDEP and staff during this process.
3. **North WRF Phase 1** – Staff met with our lobbyists to discuss the appropriation that was given for the North WRF and whether that money can be reassigned to a different project.
4. **Utility Rate Study** – The full rate study presentation is scheduled for the July 11, 2025, Board Meeting. If accepted, the Rate Hearing will be scheduled for August 14, 2025.
5. **V-1 Station Rehab** – Airvac completed the installation and programming of the additional SMART and end-of-line monitors on June 26, 2025. We are still awaiting the final invoice from PCL, but all construction has been completed.
6. * **Elevated Tank Rehab** – Staff is working on a bid package for a complete blast and recoating of the tank.
7. * **Lime Plant Optimization Study** – HDR submitted their data request on May 15, 2025, and staff immediately began compiling the requested data. On May 21, 2025, A Teams meeting was conducted to review the data and discuss plant operational strategies and potential improvements based on the initial data. The field validation of the dosing is tentatively scheduled for the week of July 14, 2025.
8. * **LS #114 Improvements – Brook to Bay** – Staff had a meeting on May 23, 2025, with a Brook to Bay representative to discuss the project. Brook to Bay does not currently have funds available to reconstruct their retaining wall. The park previously had 12 RVs but without the retaining wall, they are attempting to modify the layout to accommodate 9 RV trailers. Minor modifications would be required for some of the cleanout locations. Staff will be working with the Brook to Bay representatives to see if accommodations could be made and potentially close out this project.
9. * **RO Electrical Switchgear Repair** – McKim & Creed was on site with their subcontractors for an additional shutdown on April 3, 2025. Due to time constraints, they were unable to fully test the system but plan to return on April 8, 2025, to complete the work.
10. * **South WRF – New Headworks/Drying Bed** – The new headworks and drying bed portions of the plant are now in full operation. All 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. Staff is also working with Veolia to troubleshoot the warranty issues on the grit system.
11. * **WRF Electrical Upgrades** – Staff is working on getting an RFP package to select a consultant for the work.

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** – Construction on Phase 3 continues.

STATUS REPORT

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** – The utilities for Phase 1A have been installed and will begin final testing once the asphalt is installed.
5. * **Charlotte County – CR775 Buck and Oyster Creek Bridge Improvements** – The County awarded the project to Thomas Marine Construction. A pre-construction meeting was held on May 29th, however, EWD has requested a separate onsite meeting with the contractor prior to the work beginning. EWD’s required work is minimal and will be completed in conjunction with the contractor’s work.
6. * **Esplanade at Wellen Park** – The contractor is preparing to begin the offsite utility construction with the onsite construction to follow. Staff has attended various meetings with the contractor and developer to work out some of the details of construction and the certification process.
7. * **Gateway Court** – FDEP permits for both water and sewer have now been received, however, the project appears to be on hold at this time.
8. * **Paddock Pines** – The utilities have been installed, and testing should begin in the near future.
9. * **Shores at Stillwater** – The utilities for Phase 1A have been installed and will begin final testing once the asphalt is installed. The utilities for Phase 1B are currently being installed.
10. * **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.
11. * **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:

12. **Beachwalk by Manasota Key Phase 4** – Revised plans have been received. Staff is currently reviewing to ensure that all changes have been made. Staff is working on completing the Developer’s Agreement.
13. **Englewood Apartments** – Staff is working with Kimley-Horn to finalize the utility portion of the project. Staff is working on completing the Developer’s Agreement.
14. * **Englewood Self Storage** – Rapid Construction Solutions, LLC has submitted preliminary plans for a new self-storage facility located at 1912 S. McCall Rd. The proposed plans include 1,875 SF of office space, 103,278 SF of self-storage and 20,880 SF of covered parking. Staff returned comments for requested changes on December 14, 2023.
15. **Generation at Englewood** – Kimley Horn has submitted a new set of plans 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. Staff returned comments on June 27, 2025.
16. * **Prose Apartments** –The project includes a total of 260 apartments (159 1-bedroom and 101 2-bedroom units) and an Amenity Center. The plans are ready to be approved. The Developer’s Agreement was completed and sent for execution on May 16, 2025. Once executed, the plans will be approved and the FDEP applications signed.
17. **Sandpiper Pointe** – AM Engineering has submitted utility plans for a new development on the west side of Pine Street, just north of Medical Blvd, on June 10, 2025. The project consists of 85 single family homes. Staff is currently reviewing the plans.

STATUS REPORT

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** – The Developer is looking to construct 42 multi-family units with a community pool. DMK has submitted final plans for a new project on Waterside Dr., south of Massachusetts Ave. Staff is working on completing the Developer’s Agreement.

Upcoming Developments/Projects:

21. * **Charlotte County – N. Beach Rd Sidewalk & Lighting** – Charlotte County submitted 30% plan for review on April 30, 2024.
22. * **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 directional median openings. Construction is expected to begin in 2025.
23. **Manasota Key Resort** – Atwell, LLC is working on a development plan for the Manasota Key Resort which would include approximately 250 hotel rooms, multiple pools, and restaurants. If approved by the County, the developer would be required to make major improvements to the water and sewer system in order to serve this new design.
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 – Manasota Beach Road Extension** – Stantec has requested utility information for the Manasota Beach Road extension project.
26. * **Sarasota County – River Road Widening** – Sarasota County is working with Wellen Park for the widening of River Road from US-41 to Winchester Blvd. Kimley-Horn has been selected for the design and has sent requests for utility information currently located within the ROW.
27. * **Sarasota County – Winchester Blvd Widening** – Sarasota County is working with Wellen Park for the widening of Winchester Blvd from River Road to the Charlotte/Sarasota County line. Kimley-Horn has been selected for the design and has sent requests for utility information currently located within the ROW.
28. * **Quail’s Run Inn** – DMK is working on the utility design for the new Quail’s Run Inn project. The property is located between Englewood Glass and Mirror and Quail’s Run. There will be a total of 100 multi-family units and an amenity center. There were utilities installed with the previous project but the condition of those is unknown at this time.