

**AGENDA**  
**REGULAR MEETING**  
**ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS**  
**201 SELMA AVENUE, ENGLEWOOD, FL 34223**  
**November 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., 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

- Human Resource Manager, Heather Bagshaw – 5 years
- Chemist, Austin Moriarty – 5 years

5. **CONSENT SECTION**

5a. Minutes of the Regular Meeting dated October 9, 2025

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

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

**Recommended Action:** Approve the attorney's invoice in the amount of \$3,075.00

5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated October 31, 2025

**Recommended Action:** Approve the attorney's invoice in the amount of \$21,715.00.

6. **DISCUSSION**

7. **ACTION ITEMS**

7a. Pension Plan

7b. Lime Plant Treater #3 Repairs

7c. High Service Pump Replacement

7d. McCall Road Lease Non-Exclusive License Agreement

7e. EWD Access Easement to the County (RE Ainger Creek & the Stillwater Development)

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. October Financial Statements
    2. October 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 11/7/2025

# BOARD AGENDA ITEM SUMMARY

5a

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**MEETING DATE:** November 13, 2025

**SUBJECT:** Minutes of the Regular Meeting dated October 9, 2025

**CATEGORY:**  Consent

Discussion

Action

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**CONTACT PERSON:** Ashley Aguiar

**DEPARTMENT:** Administration

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**ITEM:** Request Board approval of the minutes of the Regular Meeting dated October 9, 2025.

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

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**MOTION:** To approve the of minutes of the Regular Meeting dated October 9, 2025.

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**Prepared By:** Ashley Aguiar

**Date:** November 5, 2025

**Approvals:**

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Finance

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

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

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

**ATTACHMENTS:** Minutes of the Regular Meeting dated October 9, 2025.

**MINUTES  
REGULAR MEETING  
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS  
201 SELMA AVENUE, ENGLEWOOD, FL 34223  
October 9, 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 – Mr. Ledford noted that a change had been made—replacing item 7d with a revised Action Item Summary. This will be discussed further when the item is addressed.
3. **PUBLIC INPUT** – None
4. **PRESENTATIONS** – None
5. **CONSENT SECTION** – Chair Gaver called for a motion to approve. Mr. Stern moved, **“to approve the consent agenda as presented,”** seconded by Mr. Meals.
  - 5a. Minutes of the Regular Meeting dated September 11, 2025  
**Recommended Action:** Approve the meeting minutes.
  - 5b. Big W Law Invoice dated October 1, 2025.  
**Recommended Action:** Approve the attorney’s invoice in the amount of \$2,250.00
  - 5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated September 30, 2025  
**Recommended Action:** Approve the attorney’s invoice in the amount of \$4,910.00.

**UNANIMOUS**

**CS 25-10-9 A-C**

6. **DISCUSSION** – None
7. **ACTION ITEMS**
  - 7a. FY26 Business Insurances - Mr. Ledford led the discussion stating that Property, Casualty, and Workers Compensation Insurance was transitioned to Public Risk Management of Florida (PRM), with World Risk Management engaging HCA Asset Management to complete a full appraisal of all EWD properties. This appraisal increased the Total Insured Value (TIV) from approximately \$42 million to \$72 million, with the TIV for FY26 now estimated at \$86 million, largely due to upgrades at the V-1 site and the WRF Headworks facility. To help manage the impact of this increase, PRM

applied additional premium credits to keep costs within budget. The total premium for FY26 is \$665,968.00, and the estimated cost of employer-paid health insurance premiums for the same period is \$1,537,937.68. Meals & Crampton

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

**UNANIMOUS**

**25-10-9 A**

*Full motion read:* “To allow the Administrator to pay the premiums for the District’s Property, Casualty, and Worker’s Compensation insurances for FY26 in the amount of \$665,968.00 and 2) To allow the Administrator to pay the premiums for the District’s health insurance for FY36 in the amount of \$1,537,937.68. Funds to come from General Funds.”

**7b.** Replacement of Lime Plant Filter Media Filter #3 - Mr. Ledford led the discussion. Staff is recommending award of RFB 2025-143 for the Replacement of Lime Plant Filter Media – Filter No. 3 to Leo Pfliger Construction, Inc. This was the lowest, responsive, and responsible bid out of the three sealed bids received. The base bid came in at \$35,232, and there's an optional bid alternate of \$14,850 for removing and installing District-provided Wheeler bottom plates, if that ends up being necessary. Altogether, the total project cost could be up to \$50,082. Because that amount exceeds the Administrator’s spending authority, the recommendation is being brought forward for Board approval.

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

**UNANIMOUS**

**25-10-9 B**

*Full motion read:* “To award the Replacement of Lime Plant Filter Media Filter #3 Project to Leo Pfliger Construction, Inc. in the amount of \$50,082. Funds to come from the General Fund.”

**7c.** Distribution - Vacuum Truck Purchase - Mr. Ledford led the discussion. The Distribution Department requests approval to purchase a Vac-Con combination jet/vacuum sewer cleaner, model VPD3615/1500, mounted on a Freightliner 114SD Plus chassis, to replace the District’s oldest vacuum truck, Truck #43 (2013 Freightliner 114SD). Pricing is based on Sourcewell Contract No. 101221-VAC, valid through November 29, 2026. The District will receive a 10% discount of \$41,822.10 through Sourcewell, plus an additional dealer discount of \$41,594.90 from Vac-Con. Delivery is expected within 90 to 120 days after order. The total cost is \$629,157.00, fully funded in the Board-approved FY26 budget. The current truck will be listed on GovDeals in hopes of recouping some of the cost.

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

**UNANIMOUS**

**25-10-9 C**

*Full motion read:* “To approve the purchase of a Vac-Con jet/vacuum sewer cleaner (VPD3615/1500 with Freightliner 114SD Plus chassis) through Sourcewell contract 101221-VAC for \$629,157.00, replacing truck #43.”

**7d.** Collections - 2026 Ford - Vehicle Purchase – Mr. Ledford led the discussion. He reached out to the dealership that sold the Administrator’s vehicle and was able to secure a better quote, which is why there’s a last-minute adjustment to this action item. The Collections Department requests approval to purchase a 2026 Ford F-250 Super Duty XL Regular Cab 4WD (F2B), budgeted for FY26. This new truck will replace Truck #2 (a 2008 Ford Ranger), which will then serve as a spare for the Distribution Department. The vehicle will be purchased from Alan Jay Fleet Sales through the City of Tallahassee Contract #5179-2026, valid until September 30, 2026. The total cost with options is \$63,975.00.

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

**UNANIMOUS**

**25-10-9 D**

*Full motion read:* “To approve the purchase of a 2026 Ford F-250 Super Duty XL Regular Cab 4WD (F2B) from Alan Jay Fleet Sales under the City of Tallahassee Contract #5179-2026, at a cost of \$63,975.00.”

**7e.** Budget Amendment and Carry Forward of Funds from FY25 to FY26 - Mr. Ledford led the discussion. Due to delays beyond our control in the availability of certain equipment and repairs, staff requests authorization to carry forward funds from the FY25 budget into FY26 to complete these previously approved purchases and repairs. This list includes items that should have been received but were delayed. Additionally, Collections Department training (Data Flow - \$4,263) was not scheduled in FY25 and will be conducted in FY26. If approved, new purchase orders will be issued in FY26 to cover these costs.

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

**UNANIMOUS**

**25-10-9 E**

*Full motion read:* “To approve the budget amendment and carry forward of funds in the amount of \$121,579.25 from the FY25 budget to FY26, as presented in the table shown above.”

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

**8a. WATER OPERATIONS MANAGER – Dewey Futch  
Production**

- Total send-out for September 2025 was 72.74 MG, compared to 77.93 MG in 2024.
- The average daily send-out was 2.42 MGD, down from 2.59 MGD in 2024.
- The peak (high) send-out reached 2.89 MGD, while the 2024 high was 3.03 MGD.
- Rainfall for September 2025 totaled 2.82”, compared to 7.14” in 2024.

- At the plant, Operators continued with routine maintenance and daily operations. Crom completed work on Clarifier #2, and over the past few days, Operators have been bringing it back online while preparing to take Clarifier #3 out of service for cleaning.

### **Distribution**

- There were four incidents to report this month.
- Three hydrants were replaced during September — one on Rusty Marshall Dr. (9/17), one on Avenue of the Americas, and another on Gulf Blvd. (9/23). Each hydrant underwent two days of bacteriological testing and was returned to service after passing.
- On 9/24, due to the Publix demolition at Merchants Crossing, a portion of the plaza's water service was temporarily shut down to abandon an old line. Two days of bacteriological testing followed, and the boil water notice was lifted on 9/25.
- New meter installations: 12 single-family units (12 ERCs).
- 131 radio heads were replaced.
- 2 customer turn-off requests were completed.
- 61 customer turn-on requests were processed.

### **8b. WASTEWATER OPERATIONS MANAGER – David Larson**

#### **WRF**

- Monthly Average Daily Flow (MADF) for September 2025 was 1.408 MGD, compared to 2.240 MGD in September 2024.
- Peak Flow: 1.595 MG.
- Normal operations and maintenance

#### **Collections**

- A total of 74 work orders were completed.
- 15 sewer service cap-offs were performed.
- 6 vent repairs and 7 cleanout repairs were completed.
- 9 sewer taps were relocated in the Brook to Bay area.
- 65 vacuum pits were inspected and video recorded to identify potential sources of infiltration.

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

- **Lime Plant Optimization Study** – HDR continues work on the study. Additional field sampling will be done once Wellfields #2 and #3 are operational to ensure complete data.
- **Middle Beach Pipe Replacement** – 60% design drawings are under review. Coordination with Sarasota County and FEMA is ongoing for road work and reimbursement.
- **South WRF Expansion and Improvements** – RFQ was posted Sept. 9; proposals due Oct. 9. Pre-proposal meeting held Sept. 23. Selection committee meets Oct. 30; interviews Nov. 12. Contract expected to go to the Board on Dec. 11.
- **Beachwalk by Manasota Key Phase 4** – Developer's Agreement executed and FDEP applications signed.

- **Esplanade – Wellen Park** – Groundbreaking is Friday at 9:15 AM; no EWD staff expected to attend.
- **Charlotte County Ainger Creek Boat Ramp Improvements** – Atwell submitted plans including a restroom requiring utility connections. Staff awaits signed Developer’s Agreement to proceed.
- **PRM Policy & Sexual Harassment Policy**
  - Exploring the potential implementation of a PRM policy at no cost.
  - Sexual harassment policy can be included in the employee handbook; must include specific qualifying language.
  - Seeking further guidance on the *Big Beautiful Bill* (Overtime Policy); plan to revisit both policies at a later date.
- **Upcoming Meeting – November 5**
  - Traveling to Tallahassee to meet with the lobbyist for some meet & greets.
- **Next Meeting – Easement Projects**
  - **Shores of Stillwater:**
    - SRQ requires easement access.
    - Some easements are already in place; this proposal would expand access to SRQ.
  - **South McCall Road:**
    - Property owned by SRQ includes a monitoring well.
    - Annual easement renewals currently in place.
    - County is under contract to sell the property; the new owner is willing to maintain existing easements.
- **Ethics Course Requirement**
  - All Board Members are registered, due within 45 days.

#### **8d. FINANCE DIRECTOR – Lisa Hawkins**

##### **Financial Statements**

The financial statements reflect activity through the end of the fiscal year; however, certain transactions have not yet been recorded, and the figures do not represent the finalized year-end position. Operating revenues through September totaled \$23 million, representing an increase of \$1.1 million compared to the same period in the prior year. Operating expenses totaled \$17.8 million, an increase of \$580,000 from the prior year. The resulting operating surplus through September is \$5.1 million.

##### **Investments**

As of the end of September, \$18.7 million was invested with RBC and \$6.3 million was held at Centennial Bank, resulting in total cash and investments of \$25.1 million.

##### **Audit**

Mauldin & Jenkins is scheduled to begin fieldwork for the FY25 audit during the week of November 18.

9. **ATTORNEY’S REPORT** – Robert H. Berntsson - There are no significant updates at this time; work on routine day-to-day tasks is ongoing.

10. **OLD BUSINESS** – Mr. Meals will be absent in December, which affects voting for Chair and Vice Chair. Attendance in November is also uncertain. The Board has done well rotating members through leadership roles, helping new members gain valuable insight and become stronger contributors. A suggested succession plan is for the Vice Chair to become Chair, with the newest member stepping into the Vice Chair role. While informal, this approach aligns with practices on other boards. An informal decision could be made in November, with Mr. Meals as Chair and Mr. Babington as Vice Chair. December would serve as a soft confirmation, without a formal vote. The Chair role carries additional responsibilities, so experience is important—Ms. Crampton noted the value of having a couple of years under one’s belt. The plan is for Mr. Meals to serve as Chair and Mr. Babington as Vice Chair starting in January.
11. **NEW BUSINESS** – None
12. **PUBLIC COMMENT – ANY TOPIC** – None
13. **BOARD MEMBER COMMENTS**- Chair Gaver expressed satisfaction with securing the truck at a lower cost.
14. **ADJOURN 9:09**

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**Taylor Meals - Vice Chair**

APPROVED/aa

**BOARD AGENDA ITEM SUMMARY**

**5b**

**MEETING DATE:** November 13, 2025

**SUBJECT:** The Big W Law Attorney's Invoice dated November 1, 2025

**CATEGORY:**      X   Consent

       Discussion

       Action

**CONTACT PERSON:** Lisa Hawkins

**DEPARTMENT:** Finance

**ITEM:** Request Board approval for payment of the Big W Law Attorney's invoice dated November 1, 2025.

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

**FISCAL IMPACT:** 500311-500-101

**Budget Resolution Required:**        yes      X   no

Amount Budgeted	\$	30,000.00
Year to Date Expenditures	\$	(0.00)
Total Expenditure Required	\$	<u>(3,075.00)</u>
Remaining in Budget	\$	<u>26,925.00</u>

**MOTION:** To approve the Big W Law Attorney's invoice dated November 1, 2025, for services rendered in the amount of \$3,075.00. Funds to come from water/wastewater revenues.

**Prepared By:** Ashley Aguiar

**Date:** November 5, 2025

**Approvals:**

\_\_\_\_\_ Administrator

\_\_\_\_\_ Finance

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

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

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

**ATTACHMENTS:** The Big W Law Attorney's invoice dated November 1, 2025



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

3195 S. Access Road, Englewood, Florida 34224

941-627-1000

Englewood Water District  
aaguiar@ewdfl.com  
201 Selma Avenue

Received by EWD  
11/1/25 at 12:09pm  
AA

Statement Date: 11/01/2025  
Statement No. 37521  
Account No. 8.0000

Englewood, FL 34223

Legal Services  
PO# 60723

PO# 60723

### FOR PROFESSIONAL SERVICES RENDERED

			Rate	Hours	
10/01/2025	RHB	Email(s) with Mr. Benedict; Email(s) with Ms. Aguiar; Email(s) with Ms. Bagley; Email(s) with Ms. Beehler; Review detailed voice message from Mr. Baker; Email(s) with Mr. Ledford; Email(s) with Mr. Keech.	300.00	0.75	225.00
10/02/2025	RHB	Email(s) with Ms. Aguiar; Email(s) with Mr. DuBovis; Review detailed voice message from Mr. Lincoln; Telephone conference with Mr. Lincoln; Email(s) with Mr. Lincoln.	300.00	0.50	150.00
10/03/2025	RHB	Email(s) with Ms. Aguiar; Review agenda.	300.00	0.25	75.00
10/06/2025	RHB	Telephone conference with Mr. Oertel.	300.00	0.25	75.00
10/07/2025	RHB	Email(s) with Mr. Oertel.	300.00	0.25	75.00
10/08/2025	RCB	Review of access easement - Ainger Creek & the Stillwater Development	300.00	1.00	300.00
	RHB	Email(s) with Mr. Ledford; Email(s) with Mr. Benedict; Email(s) with Ms. Petty; Review detailed voice message from Mr. Oertel; Email(s) with Ms. Aguiar; Review and Revise License agreement.	300.00	0.75	225.00
10/09/2025	RHB	Prepare for and attend Board of Supervisors Meeting; Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar; Telephone conference with Mr. Oertel.	300.00	1.50	450.00
10/13/2025	RHB	Email(s) with Mr. Lincoln; Email(s) with Ms. Aguiar.	300.00	0.25	75.00
10/14/2025	RHB	Email(s) with Ms. Aguiar; Email(s) with Mr. Ledford; Email(s) with Mr. Lincoln.	300.00	0.25	75.00
10/15/2025	RHB	Email(s) with Mr. Baker; Email(s) with Mr. Lincoln; Email(s) with Mr. Ledford; Email(s) with Ms. Aguiar.	300.00	0.50	150.00

			Rate	Hours	
10/16/2025	RHB	Email(s) with Ms. Aguiar; Email(s) with Mr. Oertel; Review draft pleadings.	300.00	0.50	150.00
10/17/2025	RHB	Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar; Email(s) with Ms. McGlaughlin.	300.00	0.25	75.00
	RHB	Email(s) with Ms. Banson.	300.00	0.25	75.00
10/20/2025	RHB	Prepare annual audit letter; Email(s) with Ms. McGlaughlin; Email(s) with Ms. Aguiar.	300.00	1.00	300.00
10/23/2025	RHB	Email(s) with Ms. Aguiar; Email(s) with Mr. Lincoln; Email(s) with Mr. Gaskins.	300.00	0.25	75.00
10/24/2025	RHB	Email(s) with Ms. Aguiar; Review draft edits; Email(s) with Mr. Oertel.	300.00	0.25	75.00
10/27/2025	RHB	Email(s) with Ms. Aguiar; Email(s) with Ms. Petty; Email(s) with Mr. Oertel.	300.00	0.25	75.00
10/28/2025	RHB	Email(s) with Ms. Aguiar; Email(s) with Ms. Petty; Email(s) with Mr. Oertel.	300.00	0.25	75.00
10/30/2025	RHB	Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar; Email(s) with Ms. Petty.	300.00	0.25	75.00
	RHB	Email(s) with Mr. Oertel.	300.00	0.25	75.00
10/31/2025	RHB	Email(s) with Ms. Aguiar; Email(s) with Ms. Petty; Email(s) with Ms. Bagley; Email(s) with Ms. Wheaton; Email(s) with Mr. Lincoln; Email(s) with Ms. Beehler.	300.00	0.50	150.00
		For Current Services Rendered		10.25	3,075.00

Recapitulation

Timekeeper	Hours	Rate	Total
Robert Benedict	1.00	\$300.00	\$300.00
Robert Berntsson	9.25	300.00	2,775.00

PREVIOUS BALANCE \$2,250.00

Total Current Work 3,075.00

Payments

Total Payments for 10/16/2025 -2,250.00

Balance Due \$3,075.00

Englewood Water District  
Account No. 8.0000  
RE: Legal Services

Statement Date: 11/01/2025  
Statement No. 37521

Billing History					
<u>Fees</u>	<u>Hours</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
164,787.50	621.01	0.00	52.80	0.00	161,765.30

**BOARD AGENDA ITEM SUMMARY**

**5c**

**MEETING DATE:** November 13, 2025

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

**CATEGORY:**      X   Consent

       Discussion

       Action

**CONTACT PERSON:** Lisa Hawkins

**DEPARTMENT:** Finance

**ITEM:** Request Board approval for payment of the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated October 31, 2025.

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

**FISCAL IMPACT:** 500311-500-101

**Budget Resolution Required:**        yes              X   no

Amount Budgeted	\$	30,000.00
Year to Date Expenditures	\$	(0.00)
Total Expenditure Required	\$	<u>(21,715.00)</u>
Remaining in Budget	\$	8,285.00

**MOTION:** To approve the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated October 31, 2025, for services rendered concerning the Winchester Ranch Development in the amount of \$21,715.00. Funds to come from water/wastewater revenues.

**Prepared By:** Ashley Aguiar

**Date:** November 5, 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 October 31, 2025.

**BOARD AGENDA ITEM SUMMARY**

**7a**

**MEETING DATE:** November 13, 2025

**SUBJECT:** Pension Plan

**CATEGORY:**  Consent

Discussion

Action Item

**CONTACT PERSON:** Lisa Hawkins

**DEPT:** Finance

**ITEM:** Pension Plan

**PURPOSE / JUSTIFICATION:** When Englewood Water District joined the Florida Retirement System, 3 retirees were allowed to stay on the original plan. This Qualified Retirement Plan is closed to new participants, but the 3 grandfathered retirees are receiving benefits. The District maintains a separate pension trust fund to hold the assets that pay these retirees. The Florida Department of Management Services, Division of Retirement, recently reviewed this retirement plan and confirmed that it remains in state-accepted status. The Division recommended that the Board consider lowering the plan's investment return assumption to a range of 5.5%–6.1%. The investment return assumption is used by our actuary and auditors to calculate the plan's net pension liability, which is reported in the financial statements. Staff has reviewed the state's recommendation with the plan actuary (Foster & Foster.) Based on their experience, gradual reductions over time satisfy the request made by the reviewing actuary. Therefore, they recommend a gradual reduction of the assumption from the current 7.00% to 6.75% with the 10/1/2025 actuarial valuation. Future reductions can be evaluated in conjunction with future valuations as appropriate. Lowering the assumption would not affect retiree benefits or require any funding changes. However, it would increase the reported liability on our books and demonstrate that the Board is taking steps toward aligning the plan's assumptions with statewide actuarial guidance and market expectations. Staff recommends adopting the actuary's recommendation to reduce the investment return assumption from 7.00% to 6.75% effective with the 10/1/2025 valuation and continuing to review the assumption annually.

**MOTION:** To adopt the actuary's recommendation to reduce the investment return assumption from 7.00% to 6.75%, effective with the October 1, 2025 valuation, and to continue reviewing the assumption annually.

**Prepared By:** Lisa Hakwins

**Date:** November 5, 2025

**Approvals:**

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Finance

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

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

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

**Attachment:**

- Department of Management Services Letter Dated 9/26/2025
- Email Correspondences with Dough H. Lozen, Senior Consulting Actuary



2025 OCT -7 AM 8:09  
ENCLOSURE

**Ron DeSantis, Governor**  
Pedro Allende, Secretary

September 26, 2025

Ms. Lisa Hawkins, Administrator  
Englewood Water District  
201 Selma Avenue  
Englewood, FL 34295-1399

Re: Englewood Water District Employees' Pension Plan  
10/1/2024, 10/1/2023 and 10/1/2022 Actuarial Valuations

Dear Ms. Hawkins:

This is to notify you that I have reviewed the above referenced actuarial reports for compliance with Part VII of Chapter 112, F.S. and Chapter 60T, F.A.C. Based upon the results of this review, I have determined the **Plan** to be **state accepted**. By this letter, **all reports and actuarial impact statements effective prior to the above valuation date and received by the Division of Retirement may likewise be considered to be state accepted**.

Also attached is a list of current Plan contacts. Please review and reply with any updates.

The investment return assumption used for the October 1, 2024 actuarial valuation was **7.00%**. Based on the plan's balance sheet asset allocation (71% U.S equities; 17% fixed income; 4% real estate and 8% cash equivalents) and consensus capital market outlook expectations for future inflation and real returns as of the valuation date, we would consider an investment return assumption in the range of **5.50% to 6.10%** to be a reasonable 50th percentile expectation of future long-term geometric average annual return. **We recommend that the Board consider lowering the Plan's investment return assumption.**

This review relied upon the actuarial costs and asset amounts as determined by the Plan actuary in the above referenced actuarial reports. Although I reviewed the reports for compliance, consistency and reasonableness, I did not audit the asset or employee data information for accuracy. Accordingly, no opinion is expressed on the estimates of the financial status of the Plan. An audit may or may not uncover material issues in the actuarial work performed in the above referenced reports.

Sincerely,

Joseph M. Edmonds, FSA, EA, FCA, MAAA  
Actuary  
Florida Division of Retirement

cc: Doug Lozen, EA  
Jack Gaskins, Division of Community Affairs  
Robert Berntsson, Registered Agent

**City Name:** ENGLEWOOD WATER DISTRICT

**Plan Type:** General

**Plan Name:** Englewood Water District

Business Title	Name	Address	Email Address	Telephone
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Board Chairman				
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Board Secretary				
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Administrator	Ms. Lisa Hawkins		lhawkins@englewoodwater.com	
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City/District Manager				
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Actuary	Mr. Douglas H. Lozen Foster and Foster, Inc.	13420 Parker Commons Blvd., Suite 104 Fort Myers, FL 33912	doug.lozen@foster-foster.com	(239) 433-5500
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CPA				
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Performance Evaluator				
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District Chairman				
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Finance Director				
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Attorney				
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To ensure timely communications, we strive to maintain up-to-date contact information for Florida's local government pension plans. Please help us maintain accurate records by reviewing the above detail and providing any updated or missing information to our office at local\_ret@dms.myflorida.com. Thank you for your assistance.

Date prepared: 9/18/2025

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**RE: Englewood Water District, PlanID=0215**

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**From** Douglas Lozen <doug.lozen@foster-foster.com>

**Date** Fri 10/3/2025 7:55 AM

**To** Lisa Hawkins <lhawkins@englewoodwater.com>

 2 attachments (741 KB)

Englewood Water District 2024 State Acceptance.pdf; Englewood Water District General-Contacts-09-18-2025.pdf;

Hi Lisa,

Per the attached State Acceptance Letter, the reviewing State Actuary is recommending a reduction in the investment return assumption. Given the plan's funded status, I believe we could lower the assumption from 7.00% to 6.75% with the 10/1/2025 valuation with no additional contribution requirement. We would need your approval for this assumption change.

If you would like to discuss in more detail, I'm happy having a chat with you.

Sincerely,

Douglas H. Lozen, EA, MAAA  
Senior Consulting Actuary

13420 Parker Commons Blvd  
Suite 104  
Fort Myers, FL 33912

239.433.5500 Phone  
239.481.0634 Fax  
[www.foster-foster.com](http://www.foster-foster.com)

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**From:** Edmonds, Joseph <Joseph.Edmonds@dms.fl.gov>

**Sent:** Wednesday, October 1, 2025 3:49 PM

**To:** Douglas Lozen <doug.lozen@foster-foster.com>

**Cc:** Farmer, Stephanie <Stephanie.Farmer@dms.fl.gov>; Edmonds, Joseph <Joseph.Edmonds@dms.fl.gov>

**Subject:** Englewood Water District, PlanID=0215

**CAUTION:** External email; exercise caution before clicking links, opening attachments or responding.

Please see attached.

**RE: Englewood Water District, PlanID=0215**

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**From** Douglas Lozen <doug.lozen@foster-foster.com>

**Date** Thu 10/9/2025 7:38 AM

**To** Lisa Hawkins <lhawkins@englewoodwater.com>

Hi Lisa,

Just about all plans in the State receive letters like this from the Department of Management Services. It is our experience that gradual reductions over time satisfy the request made by the reviewing actuary. I think a reduction from 7.00% to 6.75% in conjunction with the 10/1/2025 valuation is sufficient. We can discuss additional reductions with future valuations.

Let me know if you have any questions or would like to chat in more detail.

Sincerely,

Douglas H. Lozen, EA, MAAA  
Senior Consulting Actuary

13420 Parker Commons Blvd  
Suite 104  
Fort Myers, FL 33912

239.433.5500 Phone  
239.481.0634 Fax  
[www.foster-foster.com](http://www.foster-foster.com)

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**From:** Lisa Hawkins <lhawkins@englewoodwater.com>

**Sent:** Wednesday, October 8, 2025 3:59 PM

**To:** Douglas Lozen <doug.lozen@foster-foster.com>

**Subject:** Re: Englewood Water District, PlanID=0215

**CAUTION:** External email; exercise caution before clicking links, opening attachments or responding.

Hi Doug,

I see that the state is recommending an investment return assumption in the range of 5.5% to 6.1%. Are you recommending 6.75% - 7%? Is it ok if we don't agree with the state?

Thank you,  
Lisa





# ENGLEWOOD WATER DISTRICT

**PROCUREMENT APPROVAL FORM** *(To be completed when requisition is above requester's procurement authority level)*

REQUESTER: Matthew Core DEPARTMENT: Production  
 REQUESTER APPROVAL AUTHORITY (\$): 2,000 COST OF REQUISITION (\$): 304,875  
 VENDOR NAME: Crom CREDIT CARD PURCHASE (Y/N)?: N  
 ACCOUNT #: 500467-530-101 BUDGETED ITEM (Y/N)?: N  
 REMAINING BALANCE IN ACCOUNT BEFORE PURCHASE (\$): 1,164,262.98

**DESCRIPTION OF REQUISITION:** 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. **For PO's using multiple departments' accounts, please list the account numbers and balances in this section and have the relevant dept. managers (following their procurement authority and chain of command) sign off below.**

CCR proposes to furnish supervision, labor, material, and equipment required to complete the work, except as noted in Section 2. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the readily accessible portions of the following tank unless specified differently below:

100,000-Gallon Clarifier 32'-0" ID x 17'-0" SWD (CROM Job No. 1969-M-034)

a. Mobilization of crew, equipment, and materials to job site. b. Installation of new 6" DIP Sludge Pipe:

will need insurances + certified, recorded copy of P+P Bond.

**ANY PROCUREMENT OVER \$10,000:** *Have Purchasing complete procurement method and sign-off before Supervisory approval.*

PROCUREMENT METHOD: Exception to competition due to Standardization, if Board approves.

BW

Date: 10.17.25

PROCUREMENT MANAGER SIGNATURE

MANAGER'S SIGNATURE

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

MANAGER'S SIGNATURE

Print Name: Dewey Futch

Date: 10-17-25

MANAGER'S SIGNATURE

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

MANAGER'S SIGNATURE

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

H7L1

Date: 10/23/25

ADMINISTRATOR'S SIGNATURE *(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.

June 11, 2025

Revised October 15, 2025

## PROPOSAL 20250226

### UNDERGROUND PIPE REPLACEMENT 400,000-GALLON CLARIFIER ENGLEWOOD, FLORIDA

CROM Coatings and Restorations ("CCR"), a Division of CROM, LLC, proposes to provide labor and material for the repairs of the prestressed concrete tank in accordance with applicable portions of the plans and specifications dated N/A, for **ENGLEWOOD WATER DISTRICT** ("Client"). The work will be completed in accordance with applicable codes and standards including OSHA, AWWA, AMPP, ICRI, ACI and standard prestressed concrete tank design. Any work not specifically detailed in Section 1 of this proposal shall be provided by others.

#### 1. SERVICES TO BE FURNISHED BY CCR

CCR proposes to furnish supervision, labor, material, and equipment required to complete the work, except as noted in Section 2. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the readily accessible portions of the following tank unless specified differently below:

- 100,000-Gallon Clarifier  
32'-0" ID x 17'-0" SWD  
(CROM Job No. 1969-M-034)
- a. Mobilization of crew, equipment, and materials to job site.
- b. Installation of new 6" DIP Sludge Pipe:
  - 1) Core holes into the tank floor around the perimeter of the tank floor section that will be removed for replacement of the underground sludge pipe.
  - 2) Inject a polyurethane chemical grout to stabilize the soils beneath the tank during the sludge pipe replacement.
  - 3) Carefully cut out / create a new opening in the tank floor approximately 12-foot-wide x 16-foot long preserving as much existing reinforcing steel as possible.
  - 4) Excavate up to 8 cubic yards of concrete and soil and remove existing sludge pipe.
  - 5) Install new sludge pipe based on engineering plans and specifications.
  - 6) Place up to 4 cubic yards of concrete to encase new sludge pipe.
  - 7) Install new reinforcing steel as needed. Apply a bonding epoxy to existing concrete edges and exposed reinforcing steel to ensure proper bonding with new concrete.

#### LOCATIONS

**GAINESVILLE, FL | HEADQUARTERS**

AUSTIN, TX | CHATTANOOGA, TN | FT. MYERS, FL | RALEIGH, NC | W. PALM BEACH, FL

WWW.CROMCORP.COM

- 8) Place up to 4 cubic yards of concrete filling remaining excavation.
- 9) Place up to 195 square feet of grout topping at a maximum depth of 2-inches to replace removed grout topping.
- 10) Apply two coats of a Cycloaliphatic Amine Epoxy at 8-10 mils DFT per coat **up to 195 square feet** to the patched area of the tank floor concrete surfaces, per manufacturer's recommendation.

**Please Note:**

**All cementitious material used in the repairs mentioned in the scope of work above will require a 28-day cure time prior to coatings application.  
The coatings application mentioned above will require a 7-day cure prior to submersion per the materials PDS.**

**2. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS**

It is understood that the following services shall be provided by others without expense to CCR:

- a. Client will grant or obtain free and uninterrupted access to the structure for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. It is imperative that hatch covers are not installed prior to the completion of CCR's scope of work to allow for maximum hatch opening. The Client will notify any and all processors of the project site that the Client has granted CCR free and uninterrupted access to the site. CCR shall be responsible for site cleanup and repair of damages caused by CCR or its subcontractors.
- b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures, and the Client waives any claim against CCR and agrees to defend, indemnify, and hold CCR harmless from any claim or liability for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CCR for any time spent or expenses incurred by CCR in defense of any such claim.
- c. A continuous supply of potable water under 50 psi pressure at the rate of 60 gallons per minute for the use of the CCR crew within 100 feet of each tank site.
- d. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from each tank. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CCR to supply its own electric power, add \$500.00 per week to the contract amount.
- e. Any permit or other fees from any AHJ, as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.
- f. Drainage and disposal of the tank's contents.
- g. Refilling, disinfecting, bacteriological sampling, and testing of the tank's contents.

- h. Cleaning the interior and exterior of the tank and accessories.
- i. Complete lock-out and tag-out of the subject tank prior to personnel entering each tank. The Client will be required to provide all materials for this process. The Client will be responsible for demonstrating to CCR that the lock-out procedure is complete, and the tank is rendered "safe" before CCR performs air quality testing to enter each tank.
- j. All professional engineering design services.
- k. Confined space compliance including hole watch, ventilation, retrieval system, and safe and clear access to the work area compliant to all local, state, and federal regulations for the duration of our work.
- l. Proper environmental conditions including ambient temperature, moisture control and curing conditions.
- m. Adhesion testing as required by the specifications.
- n. Hazardous material removal and disposal as required by the specifications.

3. SCHEDULE, COMMENCEMENT, AND DELAYS

This quotation is valid for 30 days. Should this quotation expire, a new quotation will be required to reflect updated pricing due to market changes.

CCR will be prepared to start work on or before December 1, 2025 the Anticipated Construction Start Date, and will undertake to furnish sufficient labor, materials, and equipment to complete construction of our scope of work with the durations noted below:

**Tank Floor Repairs and Pipe Placement: 4 Weeks**

4. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

<b>Tank Floor Repairs and Underground Pipe Replacement</b>	<b>\$ 304,875.00</b>
<b>Deduct if Dewatering is not required.</b>	<b>(\$ 57,513.00)</b>

**Please Note: Pricing includes Payment and Performance Bond in the amount of 100% total contract price and recording of the Bond with Sarasota County Clerk's office. A certified copy of the recorded Bond shall be furnished to Purchasing before commencement of work.**

CROM's proposal is predicated on working four 10-hour workdays. If the site restrictions do not allow for a 10-hour workday, then our price will be renegotiated.

This Proposal does not include an allowance for prevailing wage rates.

5. ACCEPTANCE

This proposal is offered for your acceptance within **30 days** from the bid/proposal date. We reserve the right after that period to amend our proposal to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal, and incorporated terms and conditions, with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal and incorporated terms and conditions shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC



Cameron Kenyon  
Business Development Manager



Nick Martin  
Region Lead

/nkm.lv

ACCEPTED BY CLIENT

\_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

The Client or a duly authorized representative, is responsible for providing CCR with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CCR with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, and designs, to allow CCR to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during the performance of the work so that the changes can be incorporated into the work product.

Prior to starting work, CCR will request from Client data reasonably required for submittal purposes for the repair/modification/coating of the aforementioned structure(s), including any available computations, detailed drawings, and specifications. If, in the opinion of CCR, adequate data is not available or is incomplete, Client will be informed, and arrangements made for creation of needed data. CCR will not perform engineering studies or perform work requiring professional engineering duties but will assist Client in obtaining such services.

2. INSURANCE

CCR represents and warrants that it and its agents, staff, and Consultants employed by it is and are protected by worker's compensation insurance and that CCR has such coverage under public liability and property damage insured policies, which CCR deems to be adequate. Certificates for all such policies of insurance shall be provided to the Client upon request in writing. Within the limits and conditions of such insurance, CCR agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by CCR, its agents, staff, and consultants employed by it. CCR shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. The Client agrees to defend, indemnify, and save CCR harmless for loss, damage, or liability arising from acts by Client, Client's agent, staff, and other consultants employed by Client. Any bond requirement(s) by Client will carry an additional cost unless the parties agree otherwise.

3. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. CCR's claims for extras shall carry 30% for overhead and 10% for profit. Any mutually agreed upon deductive change order will provide only a credit for 10% profit but will not provide a credit for 30% overhead.

OK KR

4. LIMIT ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL

**LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL - TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONALS, OR ENGINEERS EMPLOYED BY CCR SHALL NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CCR UNDER THIS PROPOSAL TO AN OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.**

5. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CCR may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal, including other contractors or parties working on the project, or, if necessary, a surety of CCR.

6. LABOR

If CCR is required to employ persons of an affiliation desirable to the Client, or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CCR sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the Client or the contractor so long as CCR has sufficient qualified employees available to perform the scope of work.

Our proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment, or permit-required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

This proposal is predicated on open-shop labor conditions, using our own personnel.

7. SCHEDULE, COMMENCEMENT, AND DELAYS

If the readiness of the project site or conditions do not allow efficient execution of our work on or before the Anticipated Construction Start Date our contract price will increase \$200.00 per man hour of crew delay until other productive work can be scheduled for the assigned crew.

Schedule changes not caused by CCR, including but not limited to delays to the Anticipated Construction Start Date, additional mobilizations and demobilizations not included in the original price, and other delays that impact CCR and cause actual additional costs shall be equitably compensated via change order procedures for time and price.

It is agreed that we shall be permitted to execute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative, or other contractor employed by him, or by the general contractor, or by reason of any changes ordered in the work, we shall be reimbursed \$200.00/manhour until the crew is able to resume work on the project. Any additional remobilizations will be reimbursed to CCR.

OK KR

In the event an agreement apart from this proposal is preferred, such agreement shall include this Proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition.

8. PAYMENTS

Periodic and final payment, including any retention, shall be made within net 30 days of sufficient invoice from the date our work is completed, or the billing is received, or in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36<sup>th</sup> Terrace, Gainesville, Florida 32607. All costs for third-party contracts and billing management services, or use of any software, as may be required by the Client or Owner, will be added to the Contract Price by change order. Final payment

shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1% per calendar month, or any fraction thereof until received in our office.

OK  
KZL

If CCR does not receive payment within 30 days after such payment is due as defined herein, CCR may give notice, without prejudice to and in addition to any other legal remedies and may stop work until payment of the full amount owing has been received. The Proposal Amount and Time shall be adjusted by the amount of CCR's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate change order.

Any reasonable legal or other expense necessary for the enforcement of this Proposal or for the collection of monies due shall be borne by the party at fault. If sales tax is excluded from our price, or on materials contained in our price, in accordance with project specifications, such exclusion is subject to receipt of adequate tax exemption documents from you or the project owner prior to commencement of Work to allow for our application of same. If proper tax exemption documentation is not received or is not adequate to provide exemption, we reserve the right to receive reimbursement of all sales tax CCR is obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

A surcharge of 4% will be added to all credit card payments.

New but  
OK

10% of the contract price will be invoiced upon submittal for approval of detailed design, structural calculations, and signed and sealed shop drawings submittals.

KZL

9. DISPUTE RESOLUTION

In the event of a controversy or claim related to this Proposal, then the Parties will engage in high-level management discussions within five (5) days of written notice to the other Party. If the issues remain unresolved, then the Parties will engage in Mediation per AAA Construction Industry Mediation Rules in the State of the place of the Project, unless an alternative location is agreed upon by the Parties in writing. The mediation shall be convened within thirty (30) days of a Party's mediation request. Each Party shall be responsible for their own attorneys' fees for the mediation; and the mediator costs shall be shared equally by the Parties. If the matter still remains unsettled after submission to mediation, the Parties may engage in litigation in the state or federal court having jurisdiction in the location of the Project, and the laws of State of the Place of the Project shall control jurisdiction, unless otherwise agreed to by the Parties in writing. The Prevailing Party shall be entitled to reasonable attorneys' fees and costs from the Non-Prevailing Party, upon an award of the Court.

10. CHANGES IN SCOPE AND LIMITATIONS

If the Client wishes to have CCR perform any additional repairs or remediation of the tank(s)/structure(s) or accessories, it shall authorize such work in writing and pay CCR its standard rates for such work.

It is agreed that CCR shall not be responsible for any consequential, special, or delay damages, or any force majeure events, including but not limited to acts of God and pandemic. CCR does not assume responsibility for differing, latent, or concealed conditions which differ materially from those indicated in the Subcontract/Contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather or subsurface conditions, and not caused by CCR's fault or negligence.

11. TERMINATION

This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if that substantial failure has been redeemed before the expiration of the period specified in the written notice. In the event of termination, CCR shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months prior to completion of all work contemplated by the proposal, CCR may complete such analyses and records as necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of CCR in completing such analyses, records, and reports if necessary.

12. WARRANTY

CCR will warranty its workmanship and materials on its work covered in this Proposal for a period of one year after completion of its work. Prior to leaving the location, CCR personnel will perform a walk-through with the responsible party overseeing our work for the Client. The warranty will begin on the date of the final walk-through, date of signed certificate of completion, or date of CROM's final invoice, whichever occurs first. In case any defects in CCR's workmanship or materials appear within the one-year period after completion and acceptance of CCR's work, CCR shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found. CCR's warranty is limited to defects in CCR's workmanship and materials, excluding active leak repairs, inspections, cleaning, and disinfection services ("Services"). CCR shall endeavor to perform these Services with that degree of care and skill ordinarily exercised under similar circumstances by contractors practicing in the same discipline at the same time and location. CCR shall not be responsible for, nor liable for, delamination of previous coatings application, any ordinary wear and tear, or for damage caused from negligent or inappropriate use or by any other entity beyond our control, including but not limited to modifications, work, or repairs by others.

# BOARD AGENDA ITEM SUMMARY

7c

**MEETING DATE:** November 13, 2025

**SUBJECT:** High Service Pump Replacement

**CATEGORY:**                 Consent

     Discussion

  X   Action Item

**CONTACT PERSON:** Dewey Futch

**DEPT:** Water Operations Manager

**ITEM:** High Service Pump Replacement

**PURPOSE / JUSTIFICATION:** High Service Pump #8 is due for replacement. The existing pump is well over 30 years old and while repairs on this pump have been performed in the past, the cost of repairs continues to increase and should be replaced at this time. Per quotation, T173308, the replacement pump will be a Goulds 3410L pump with a severe duty premium efficient motor mounted on a fabricated steel base with coupling and guard. The total cost of the pump is \$97,594.00, however this does not include freight or installation. The estimated lead time for the pump is 32-34 weeks.

The District has standardized its high service pumps to Goulds pumps in order to maintain uniformity of equipment in the facility and is requesting Board approval to authorize the single source procurement of the requested pump from Hudson Pump and Equipment, as a Purchasing exception to competition. Standardization of equipment is important to ensure compatibility of parts and components, streamline maintenance procedures, and improve operational reliability.

Hudson Pump and Equipment is the authorized municipal distributor and repair facility for Goulds and Xylem pumps, manufactured by Xylem TTO in Lubbock, TX. Please see attached letter dated January 8, 2025, as well as Quotation T173308, dated October 16, 2025.

**FISCAL IMPACT:** 500467-530-101 Systems Repair & Maint – Prod **Budget Resolution Required:**        yes   X  no

Funds in Account:

Amount Budgeted:	\$	1,546,927.00
Year to Date Expenditure:	\$	153,311.87
Open POs	\$	249,945.50
Pending Approvals (7b):	\$	<u>(304,875.00)</u>
Expenditure Required:	\$	<u>(97,594.00)</u>
Remaining in Budget:	\$	741,200.63

**MOTION:** To authorize single source procurement from Hudson Pump & Equipment, which has exclusive representation of Xylem/Goulds pumps in the Florida municipality utility market. One (1) Xylem Goulds 10X12-14 Model 3410L Pump in the amount of \$97,594.00. Installation cost will be separately quoted by the same vendor once the pump arrives. Funds to come from water revenues.

**Prepared By:** Bee Ling Wheaton

**Date:** October 31, 2025

**Approvals:**

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Finance

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

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

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

**ATTACHMENTS:**

- Procurement Approval Form
- Hudson Pump & Equipment Sales Quotation dated 10/16/2025
- Goulds Water Technology Letter dated 1/8/2025



# ENGLEWOOD WATER DISTRICT

**PROCUREMENT APPROVAL FORM** *(To be completed when requisition is above requester's procurement authority level)*

REQUESTER: Matthew Core DEPARTMENT: Production  
 REQUESTER APPROVAL AUTHORITY (\$): 2,000 COST OF REQUISITION (\$): 97,594  
 VENDOR NAME: Hudson Pump CREDIT CARD PURCHASE (Y/N)?: N  
 ACCOUNT #: 500467-530-101 BUDGETED ITEM (Y/N)?: N  
 REMAINING BALANCE IN ACCOUNT BEFORE PURCHASE (\$): 1,164,262.98

**DESCRIPTION OF REQUISITION:** 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. For PO's using multiple departments' accounts, please list the account numbers and balances in this section and have the relevant dept. managers (following their procurement authority and chain of command) sign off below.

### GOULDS 3410 PUMP

. 10X12-14 MODEL 3410L PUMP, ALL IRON/316SS CONSTRUCTION, 12.50IN IMPELLER, CW ROTATION, JOHN CRANE  
 CARTRIDGE SEAL, 150HP, 1800RPM, 445T FRAME, IEEE841 SEVERE DUTY PREMIUM EFFICIENT MOTOR MOUNTED ON  
 FABRICATED STEEL BASE WITH COUPLING AND GUARD  
 QUOTE DOES NOT INCLUDE INSTALLATION

**ANY PROCUREMENT OVER \$10,000:** Have Purchasing complete procurement method and sign-off before Supervisory approval.

PROCUREMENT METHOD: Hudson Pump is Municipal Provider of Goulds Pumps in FL

SW

Date: 10-17-25

PROCUREMENT MANAGER SIGNATURE

MANAGER'S SIGNATURE

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

MANAGER'S SIGNATURE

Print Name: Dewey Futch

Date: 10-17-25

MANAGER'S SIGNATURE

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

MANAGER'S SIGNATURE

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

H7L/A

Date: 10/23/25

ADMINISTRATOR'S SIGNATURE *(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.



## Sales Quotation

Quotation Number: T173308	Quotation Date: 10/16/2025	Sales Engineer: SCOTT CHISHOLM
Revision No: 3	Date Printed: 10/16/2025	Phone: (C) (863) 940-5711 (O) 863-665-7867
Customer Number: 107542		schisholm@tencarva.com
Customer RFQ	Order Contact: CATHY JACKSON	Branch: FL LAKELAND

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

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

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

### 32-34 WEEK LEAD TIME

THE PRICES SET FORTH IN THIS QUOTE ARE BASED ON THE TARIFF RATES, DUTIES, GOVERNMENT CHARGES, AND TRADE REGULATIONS IN EFFECT AS OF THE DATE OF THE QUOTE. IF, AFTER THE QUOTE DATE, ANY NEW TARIFFS, DUTIES, TAXES, OR SIMILAR CHARGES ARE IMPOSED, OR ANY EXISTING TARIFFS, DUTIES, OR CHARGES ARE INCREASED OR MODIFIED BY ANY GOVERNMENT OR REGULATORY AUTHORITY (COLLECTIVELY, "TARIFF CHANGES"), AND SUCH TARIFF CHANGES RESULT IN AN INCREASE IN THE COST OF GOODS, WE RESERVE THE RIGHT TO ADJUST THE PRICING OF THE AFFECTED GOODS TO REFLECT THE INCREASED COSTS.

QUOTE VALID FOR 30 DAYS

Pos	Part No / Description	QTY	Unit	Sell Price	Ext. Sell Price
1	<b>GOULDS 3410 PUMP</b> . 10X12-14 MODEL 3410L PUMP, ALL IRON/316SS CONSTRUCTION, 12.50IN IMPELLER, CW ROTATION, JOHN CRANE CARTRIDGE SEAL, 150HP, 1800RPM, 445T FRAME, IEEEE841 SEVERE DUTY PREMIUM EFFICIENT MOTOR MOUNTED ON FABRICATED STEEL BASE WITH COUPLING AND GUARD QUOTE DOES NOT INCLUDE INSTALLATION	1	EA	97,594.00	97,594.00

**Sub Total: 97,594.00**

**Gross Total: 97,594.00**

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

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

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

## HUDSON PUMP

May 29, 2025

Proposal No: CJ25-05-29 01

Item Name: High Service Pump (Base Offer)

MODEL: 3410 L SIZE: 10x12-14/7V QTY: 1

### Operating Conditions

#### SERVICE

**LIQUID** Potable Water, Rated Temp. 85.0 deg F, SP.GR 1.000,  
Viscosity 0.010 cp, Rated/Max. suction pressure 0.0 / 0.0 psi  
g

**CAPACITY Rated** 3,000.0 gpm

**HEAD** 143.0 (ft)

### Performance at 1785 RPM per HI 14.6 1B basis power

**PUBLISHED EFFY** 84.5% (CDS)

**RATED EFFY** 83.0% with contract seal

**DERATE EFFY** 1.0% caused by: increase in clearances due to use of galling  
materials (316SS)

**RATED POWER** 130.2 hp (incl. Mech. seal drag 0.69). (Run out 147.2 hp NOL  
147.3 hp)

**NPSHR** 19.2 ft

**DISCH PRESSURE (R)** 62.0 psi g (70.9 psi g @ Shut off) based on 0.0 psi g rated  
suction pressure

**PERF. CURVE** 3947-1 (Rotation CW viewed from coupling end)

**SHUT OFF HEAD** 163.7 ft

**MIN. FLOW** Continuous Stable: 839.1 gpm Hydraulic: 839.1 gpm  
Thermal: N/A

### Materials

**CONSTRUCTION** All iron / 316SS

**CASING** Cast iron (max. casing pressure @ rated temperature: 175.0 psi g)

**CASING WEAR RING** Nitronic 60

**IMPELLER** 316SS - Enclosed (12.5000 in rated, max=14.5000 in, min=10.0000 in)

**IMPELLER WEAR RING** 316SS

**CASING GASKETS** Non asbestos

**SHAFT MATERIAL** SAE 4140

**SHAFT END STYLE** Straight bore

**SHAFT SLEEVE** 316SS

**LUBRICATION** Regreasable bearings

**GLAND** 316SS Flush quench and drain

**BEARINGS** SKF 6211 (Inboard) / SKF 5309 A/C3 (Outboard)

**COUPLING** Rexnord (Falk) - T10 1090T-S.F. 1.25

**COUPLING PROPERTIES** 1.25 Coupling service factor

**COUPLING GUARD** Carbon steel

BASEPLATE Fabricated steel drip lip 261-59

## Sealing Method

MECHANICAL SEAL John Crane 5610Q XF(55)1XO(58)H (Carbon vs Silicon Carbide) - (Cartridge - Single)

## Casing Connections

Standard casing taps: vent, priming, stuffing box (2), drain, suction & discharge gauge tap (1 each)

## Flanges

125# flat face

## Frame Features

Labyrinth oil seals

Shaft guard (Carbon Steel)

Shaft guard - safety orange

Single extended shaft

## Assembly and Testing

Casing - Standard hydro test

Impeller balanced to ISO G6.3

## Piping

CPI Plan 7311 - (NSF61) 316SS tubing, and 316SS compression fittings with integral 0.125" orifice.

Goulds' Choice Compression Fitting Manufacturer

## Painting

Goulds Blue standard painting

## Driver : Electric motor Manufacturer : Pump Mfg's Choice

FURNISHED BY	Pump Mfg	MOUNTED BY	Pump Mfg
RATING	150.0 hp (111.9 KW)	ENCLOSURE	IEEE841 Severe Duty Premium Efficient
PHASE/FREQ/VOLTS	3/60 Hz/460	SPEED	1800 RPM
INSULATION/SF	F/1.00	FRAME	445T

## Weights and Measurements

TOTAL NET UNIT WEIGHT / VOLUME	<b>3,647.0 lb / 62.6 ft³</b>
TOTAL GROSS UNIT WEIGHT / GROSS VOLUME	<b>4,620.0 lb / 194.6 ft³</b>

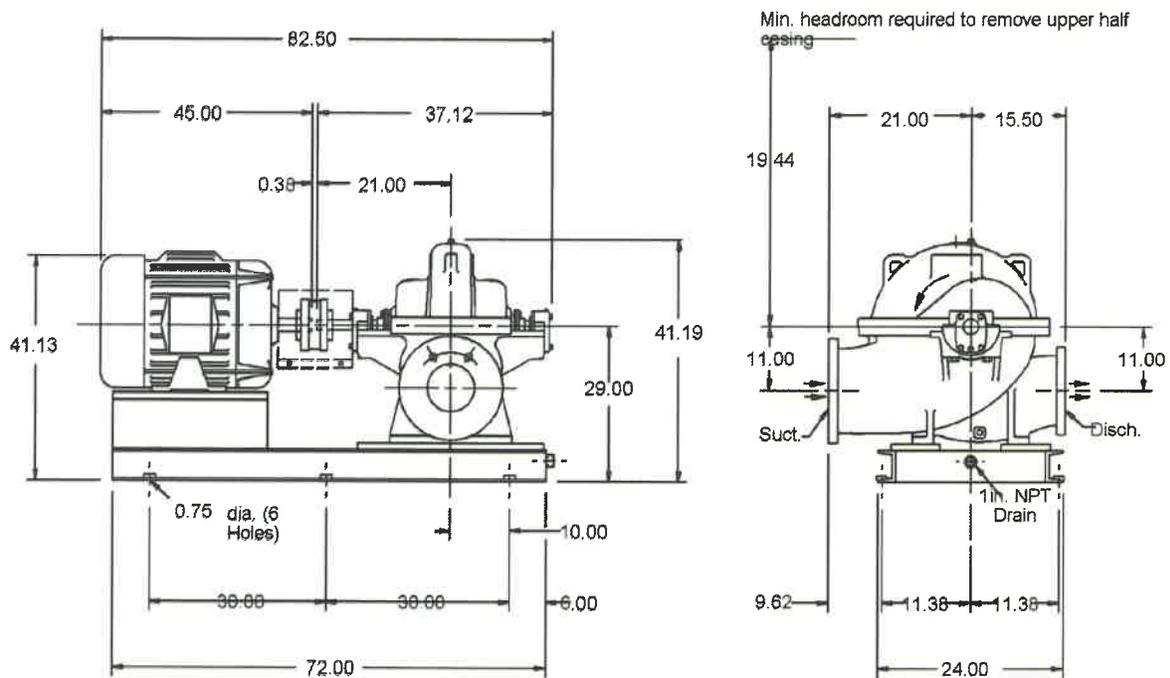
Program Version 1.76.0.0

### Drawing Revision Limit

Drawings returned with status approved as noted or revise and re-submit will be corrected and resubmitted only once. Thereafter, additional comments or revisions to these drawings will incur a charge of \$250 per drawing.

This proposal reflects the intended scope from the customer specifications supplied at the time of quotation. Additional specifications, requirements and scope presented at time of award or during order execution outside the original bid scope request, is subject to a change order with a potential cost and lead-time impact. ITT reserves the right to present engineering charges for more than two revision cycles on submittal drawings, provided these two revision cycles cover the intent of the specifications. ITT requires customer to provide all drawing comments applicable to the specification within the first submission return.

Our offer does not include specific review and incorporation of any Statutory or Regulatory Requirements and the offer is limited to the requirements of the design specifications. Should any Statutory or Regulatory requirements need to be reviewed and incorporated then the Customer is responsible to identify those and provide copies for review and revision of our offer.



**Pump Specification**

SUCT.FLANGE SIZE	12"	DRILLING	ANSI 125 #	FACING	FF	FINISH	SMOOTH
DISCH.FLANGE SIZE	10"	DRILLING	ANSI 125 #	FACING	FF	FINISH	SMOOTH
PUMP ROTATION ( LOOKING AT PUMP FROM MOTOR )	CW						
TYPE OF LUBRICATION	REGREASABLE BEARINGS					COOLED	NO
TYPE OF STUFFING BOX	STANDARD					COOLED	NO
TYPE OF SEALING	MECHANICAL SEAL						

**Weights and Measurements**

PUMP	1,410.0 lb
MOTOR/CPLG	1,650.0/57.0 lb
BASEPLATE	530.0 lb
TOTAL	3,647.0 lb
GR.VOLUME w/BOX	194.6 ft <sup>3</sup>
GR.WEIGHT w/BOX	4,620.0 lb

**Motor Specification**

MOTOR BY	PUMP MFG	MOUNT BY	PUMP MFG	MFG.	PUMP MFG'S CHOICE OR EQUAL
FRAME	445T	POWER	150.0 hp	RPM	1800
PHASE	3	FREQUENCY	60 HZ	VOLTS	460
INSULATION	F	S.F.	1.00		
ENCLOSURE	IEEE841 SEVERE DUTY PREMIUM EFFICIENT				

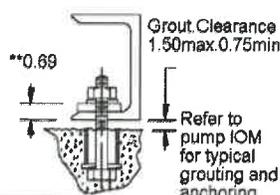
**Notes and References**

- MTR DIMENSIONS ARE APPROXIMATE
  - INSTALL FOUNDATION BOLTS IN PIPE SLEEVES
  - ALLOW FROM 0.75 to 1.50in. FOR GROUTING. SEE INSTRUCTION BOOK FOR DETAILS.
  - \*\* Foundation bolt grip thickness
- FOR PUMP TAPPED OPENINGS REFER TO DWG.:  
TCJ25-05-29 01 / High Service Pump

**Auxiliary Specification**

COUPLING BY	PUMP MFG	CPLG TYPE	REXNORD (FALK) T10 1090T
CPL GUARD BY	PUMP MFG	CPLG GUARD MATL	CARBON STEEL
BASEPLATE	FABRICATED STEEL DRIP LIP 261-59		
MECH.SEAL	JOHN CRANE 5610Q XF(55)1XO(58)H (CARBON VS SILICON CARBIDE)		

Typical Anchor Bolt Installation



All dimensions are in inches.  
Drawing is not to scale  
Weights (lbs) are approximate

DRAWING IS FOR REFERENCE ONLY.  
NOT CERTIFIED FOR CONSTRUCTION UNLESS SIGNED.

Customer: HUDSON PUMP  
End User: ENGLEWOOD WATER  
Customer PO No:  
Item/Equip. No: High Service Pump  
Serial No:

Copyright 2025  
ITT Corp

**DRAWING NO** CJ25-05-29 01/High Service Pump

TAPPED OPENINGS MODEL 3410 L 10x12-14

					FURNISHED							FURNISHED		
NO.	SIZE	QTY.	PURPOSE	YES/NO	NO.	SIZE	QTY.	PURPOSE	YES/NO	NO.	SIZE	QTY.	PURPOSE	YES/NO
TA	3/8	1	CASING VENT	YES	TH	1/4	2	OIL DRAIN	YES					
TB	3/4	1	CASING PRIME CONN	YES	TJ	1/4	4	BEARING COOLING CONN	NO					
TC	3/8	2	STUFF. BOX SEAL RING CONN	YES	TK	3/8	2	GLAND FLUSH CONN	YES					
TD	3/4	2	STUFF.BOX OVERFLOW CONN	YES	TL	1/4	2	GLAND VENT CONN	NO					
TE	3/8	1	DISCH. GAUGE CONNECTION	YES	TM	3/8	2	GLAND DRAIN CONN	NO					
TF	3/8	1	SUCTION GAUGE CONNECTION	YES	TN	3/8	4	GLAND QUENCH CONN	NO					
TG	3/4	2	CASING DRAIN CONN	YES										

DRAWING IS FOR REFERENCE ONLY.  
NOT CERTIFIED FOR CONSTRUCTION UNLESS SIGNED.

Customer: HUDSON PUMP  
End User: ENGLEWOOD WATER  
Customer PO No:  
Item/Equip. No: High Service Pump  
Serial No:

Copyright 2025  
ITT Corp

All dimensions are in inches.  
Drawing is not to scale

**DRAWING NO** CJ25-05-29 01/High Service Pump





**Model: 3410****Size: 10x12-14****Group: L****60Hz****RPM: 1785****Stages: 1**

Customer: HUDSON PUMP  
 End User: ENGLEWOOD WATER  
 Customer PO No:  
 Item/Equip. No: High Service Pump (Base Offer)  
 Project No:  
 Service:

Job/Inquiry No:  
 Issued By: Cathy Jackson  
 Quotation No: CJ25-05-29 01  
 Certified By:  
 Date: 05/29/2025  
 Revision: 0

**Operating Conditions**

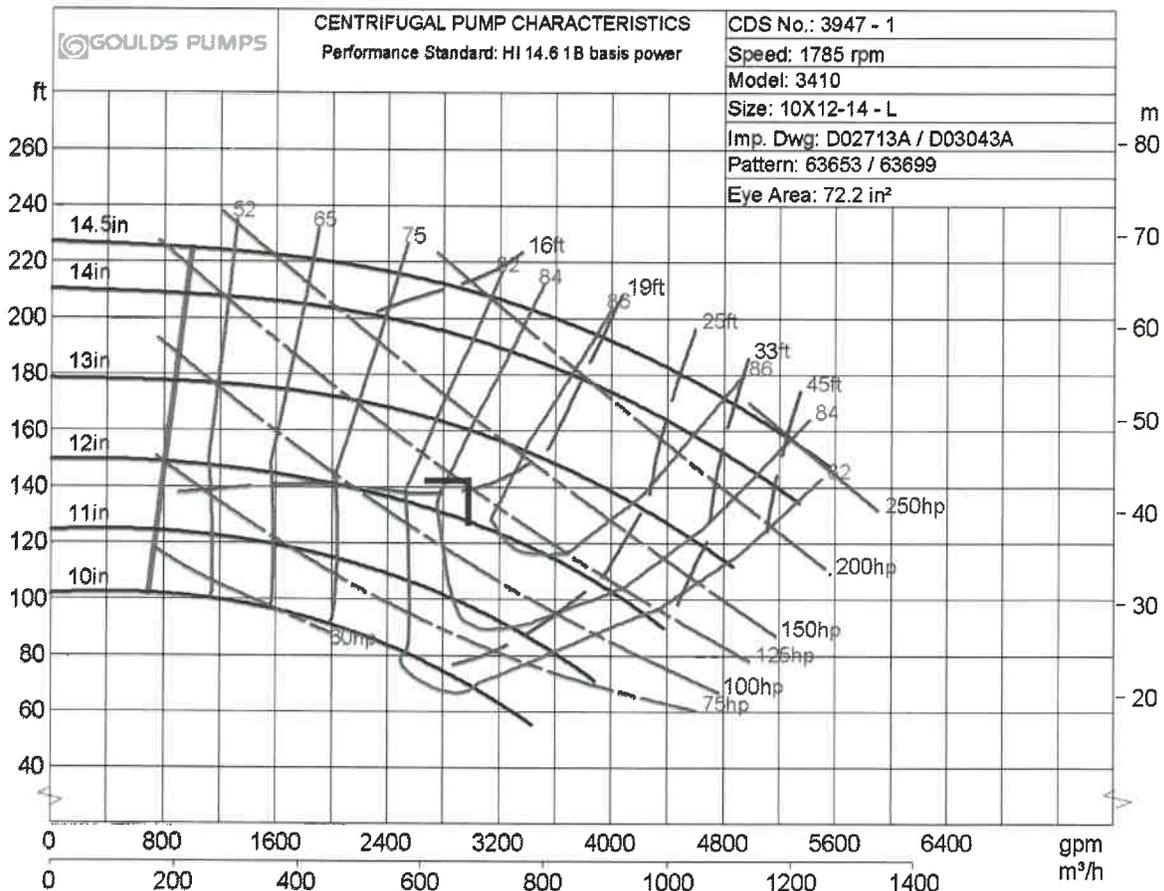
Liquid: Potable Water  
 Temp.: 85.0 deg F  
 S.G./Visc.: 1.000/0.010 cp  
 Flow: 3,000.0 gpm  
 TDH: 143.0 ft  
 NPSHa:  
 Solid size:  
 % Susp. Solids (by wtg):

Published Efficiency: 84.5 %  
 Rated Pump Efficiency: 83.0 % (\*)  
 Rated Total Power: 130.2 hp  
 Non-Overloading Power: 147.3 hp  
 Imp. Dia. First 1 Stg(s): 12.5000 in  
 NPSHr: 19.2 ft  
 Shut off Head: 163.7 ft  
 Vapor Press:

**Pump Performance**

Suction Specific Speed: 7,926 gpm(US) ft  
 Min. Hydraulic Flow: 839.1 gpm  
 Min. Thermal Flow: N/A  
 Max. Solids Size: 0.9400 in

- Notes:** 1. Power and efficiency losses are not reflected on the curve below.  
 2. Curve shown is at ambient temperature conditions.  
 (\*) 1.0% efficiency derate caused by increase in clearances due to use of galling materials (316SS).



Model: 3410

Size: 10x12-14

Group: L

60Hz

RPM: 1785

Stages: 1

Customer: HUDSON PUMP  
 End User: ENGLEWOOD WATER  
 Customer PO No:  
 Item/Equip. No: High Service Pump (Base Offer)  
 Project No:  
 Service:

Job/Inquiry No:  
 Issued By: Cathy Jackson  
 Quotation No: CJ25-05-29 01  
 Certified By:  
 Date: 05/29/2025  
 Revision: 0

**Operating Conditions**

Liquid: Potable Water  
 Temp.: 85.0 deg F  
 S.G./Visc.: 1.000/0.010 cp  
 Flow: 3,000.0 gpm  
 TDH: 143.0 ft  
 NPSHa:  
 Solid size:

Published Efficiency: 84.5 %  
 Rated Pump Efficiency: 83.0 % (\*)  
 Rated Total Power: 130.2 hp  
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**Pump Performance**

Suction Specific Speed: 7,926 gpm(US) ft  
 Min. Hydraulic Flow: 839.1 gpm  
 Min. Thermal Flow: N/A  
 Shut off Head: 163.7 ft  
 % Susp. Solids (by wtg):

Vapor Press:

**Notes:** 1. Curve shown is at ambient temperature conditions.  
 (\*) 1.0% efficiency derate caused by increase in clearances due to use of galling materials (316SS).



Viscosity corrections have been performed in accordance with HI 9.6.7-2015



January 8 , 2025

Subject: 2025 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,



Brian Stengle  
Market Development Manager  
Xylem Inc. - Applied Water Systems

# BOARD AGENDA ITEM SUMMARY 7d

**MEETING DATE:** November 13, 2025

**SUBJECT:** McCall Road Lease Non-Exclusive License Agreement

**CATEGORY:**  Consent

Discussion

Action Item

**CONTACT PERSON:** Keith Ledford, Jr.

**DEPT:** Administration

**ITEM:** McCall Road Lease Non-Exclusive License Agreement

**PURPOSE / JUSTIFICATION:** The purpose of this Agreement is to formally establish the rights and obligations between the Englewood Water District (“District”) and the Community Housing Trust of Sarasota County, Inc. (“Property Owner”) regarding the District’s access to a monitoring well located on property owned by the Property Owner at North McCall Road, Englewood, Florida, identified as Sarasota County Property ID No. 0496150001, and legally described as Grove Lots 65 and 66, Plat of Englewood, according to the plat thereof recorded in Plat Book A, Page 29, of the Public Records of Sarasota County, Florida.

The property, is/was owned by Sarasota County but is being sold to the Community Housing Trust of Sarasota County, Inc. There was a previous agreement between the District and Sarasota County, however with the selling of the property, it was determined that a new agreement was needed. The agreement is similar to the previous agreement except for the parties involved. Agreement grants the District permission to enter upon the subject property for the limited purposes of accessing, inspecting, monitoring, sampling, and maintaining the existing monitoring well in support of the District’s operational and regulatory compliance requirements. The Agreement ensures that all activities conducted by the District are performed in accordance with applicable federal, state, and local laws, while maintaining the Property Owner’s rights, protections, and continued use of the property.

Due to the timing of the sale, the execution of the agreement was time sensitive. The agreement was fully executed on October 15, 2025, and is being brought to the Board for ratification.

**MOTION:** To acknowledge and ratify the execution of the Non-Exclusive License Agreement between the Englewood Water District and the Community Housing Trust of Sarasota County, Inc.

**Prepared By:** Ashley Aguiar

**Date:** November 6, 2025

**Approvals:**

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Finance

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

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

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

**Attachment:**

- Executed Non-Exclusive License Agreement

## NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License Agreement") is made and entered into this 15th day of OCTOBER, 2025, by and between Community Housing Trust of Sarasota County, Inc., ("Licensor") and Englewood Water District, an Independent Special District of the State of Florida, whose address is 201 Selma Avenue, Englewood, Florida ("Licensee"). Licensor and Licensee may collectively be referred to as the ("Parties").

WHEREAS, Licensor is (or will become) the owner of that certain property at North McCall Road, Englewood, Florida, Sarasota County Property ID 0496150001, being more particularly described as Grove Lots 65 and 66, Plat of Englewood, according the plat thereof recorded in Plat Book A, Page 29, of the Public Records of Sarasota County, Florida (the "Parcel"); and

WHEREAS, Licensee is a public entity with the mission of managing water and related natural resources to ensure their continued availability while maximizing environmental, economic and recreational benefits; and

WHEREAS, Licensee has installed and maintained one permeable zone 1 monitoring well to monitor the groundwater levels at and near its Wellfield #5 under a Non-Exclusive License Agreement entered into between the Licensee and Sarasota County; and

WHEREAS Sarasota County has entered into a contract to sell the Parcel to Licensor; and

WHEREAS, maintaining the water resources of the Parcel will aid the Licensor in its mission of protecting the natural resources for future generations; and

WHEREAS, the Parties have determined that entering into the License Agreement to commence upon Licensor's taking ownership of the Parcel will allow the operation and maintenance of the monitor well to continue and is mutually beneficial to both Parties.

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

1. **License Area.** Licensor hereby grants to Licensee, its agents, representatives and employees the right, privilege, permission and license to utilize the property shown in Exhibit "A", hereinafter referred to as "License Area", for the purposes set for the in Section 3 below, and ingress to and egress from the License Area along the path shown in said Exhibit A, for the purpose of exercising the rights, privileges and license granted herein. Licensee has inspected the Licensed Area and accepts at its sole risk in an "AS

IS” condition as of the Commencement Date of this License Agreement. Licensee hereby acknowledges that Licensor neither has made nor makes herein, any representation or warranty as to the physical condition of the License Area, its zoning, utility, or fitness for any use. If any easements or other matters of record or zoning prohibit Licensee from using the License Area, Licensee may terminate the License Agreement.

**2. Term.**

- a. The term of this License Agreement shall commence upon Licensor’s taking ownership of the Parcel (“Commencement Date”) and shall run until December 31, 2030. The License Agreement may be renewed for an additional five (5) one (1) year renewal terms upon written agreement signed by the Parties. The Licensee shall provide a written request to renew to Licensor no later than October 1<sup>st</sup> of each year. If a renewal or extension is agreed to, then the defined term License Term shall include any and all renewal or extension terms.
- b. As used herein, the first “License Year” shall mean the period commencing on the Commencement Date and ending on the last day of the calendar year in which the Commencement Date occurs. Each successive twelve (12) month period thereafter during the License Term shall constitute a subsequent “License Year”.

**3. Use.**

- a. Licensee may use the License Area for the purposes of operating, inspection, altering, improving, maintaining, repairing, removing, and rebuilding, as depicted on the attached Exhibit B: one permeable zone 1 (PZ-1) monitoring well (approximately 80-90 feet deep) located in the upland area, which is used for research and scientific purposes and for no other purpose. Well and gauge materials will be colored or camouflaged so as not to be obvious to Parcel visitors. The top of the staff gauge will have bird-repellant spikes to prevent birds from depositing seeds in the wetland. Licensee will be responsible for the total cost and expense of any and all improvements to the License Area. All improvements made to the License Area will be subject to the prior written approval of the Licensor. All permits required by any governmental agency for the occupation and use of the License Area shall be obtained at the sole cost and expense of the Licensee.
- b. Upon the expiration or termination of this License Agreement, Licensee agrees to comply with Section 11 below, in regards to the improvements on the Premises.
- c. Licensee’s use shall not interfere with, and is subject to, any existing licenses or easements granted with respect to the License Area, and those which may be established or granted in the future pursuant to Section 8 hereof. Should such use interfere with use by Licensee as set forth in Section 3.1 above, Licensee shall have as its exclusive remedy, termination of this License Agreement.

- d. Licensee represents and warrants that it shall comply with all applicable Federal, State, and Local laws, permits and regulations relating to its use of the Licensed Area. Licensee shall pay all expenses, damages, penalties, and claims, including reasonable counsel fees that may in any manner arise from, or be imposed because of, the failure of Licensee to comply with this Section.
  - e. Licensee hereby agrees to use only the path depicted on the attached Exhibit A to access the License Area and not to use any other portions of the Parcel that are outside of the License Area for any purpose whatsoever.
4. **Compensation.** Licensee shall pay to Licensor the sum of Ten and no/100 Dollars (\$10.00) for the License Term.
5. **Security Deposit.** There shall be no security deposit.
6. **Taxes, Assessments and Charges.** Licensee shall pay to Licensor, during the term of this License Agreement, the full amount of any assessments, taxes, or charges of any kind relating to the License Area which may be levied, charged, assessed, or imposed against Licensor or the Parcel by reason of this License Agreement, Licensee's use of, or improvements to the License Area.
7. **Assignment and Sublicensing.** Licensee shall not sublicense any portion or all of the Licensed Area, or assign its rights under this Agreement at any time.
8. **Reservation of Rights.**
- a. Licensor shall have the exclusive right to grant or reserve any and all easements, leases, licenses, or rights of occupancy in, on, under, through, above, across, or along the License Area, or any portion thereof, including, without limitation, any such grant or reservation for pipes, wire lines or other crossings, so long as such grant does not unreasonably interfere with Licensee's use of the License Area. Should this reservation unreasonably interfere with the use of a portion of the License Area so as to render it unusable, Licensee shall have as exclusive remedy termination of this License Agreement.
  - b. Licensor shall be entitled to any and all revenue and income of every kind, nature, and description, including, without limitation, rents, royalties, lump sum or periodic payments howsoever derived from the exceptions, reservations, rights, and privileges set forth above, and Licensee shall have no interest in or right of participation in any revenue or income derived therefrom.
  - c. Licensor reserves the right to enter the License Area from time to time for the enjoyment and use of any and all of Licensor's exceptions, reservations, rights, and privileges set forth above.
9. **Alterations, Improvements and Maintenance.**

- a. Licensee may not make any improvements, changes or alterations to the License Area except as otherwise permitted hereunder. Requests for all proposed improvements shall be submitted in writing to Licensor for approval prior to their construction. Licensee shall not erect any signage within the License Area without the express written permission of Licensor.
- b. Licensor may perform such maintenance of the License Area as it may determine is required for the safe operation and maintenance of the Parcel. If necessary to protect the property or employees of Licensor or the general public, or any other person from damage or injury, Licensor may, with or without notice to Licensee, and at any time, make such repairs and furnish such material as it deems adequate and necessary, all at the sole cost and expense of the Licensee. Any costs incurred by Licensor pursuant to this Section shall be reimbursed to Licensor by Licensee.
- c. The duty of safeguarding the License Area and of ensuring compliance with this License Agreement shall rest exclusively on Licensee at all times and under all circumstances. Licensee shall take, or cause to be taken, such precautionary measures as may be necessary to avoid injury to, or death of, persons or damage to, or destruction of, property located on the License Area.

#### **10. Interference with and Damage to Parcel.**

- a. Licensee shall not use, nor will Licensee permit its employees, invitees or agents to use, the License Area in any manner that would interfere whatsoever with any of Licensor's operations and use of the Parcel. Licensee will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Licensor. In the event any such interference does not cease within the aforementioned cure period, then the Parties acknowledge that Licensor, in addition to any other rights that it may have at law or in equity, may invoke the terms and conditions of Section 13 of this License Agreement.
- b. Licensee will be responsible for any damage or settlement caused to the Parcel, and/or facilities and appurtenances of Licensor, on demand, the full cost and expense of repairing or restoring Licensor's facilities.

#### **11. Termination.**

- a. Notwithstanding any other provision in this License Agreement, either party may, at their sole and absolute discretion, and at any time, and for any reason, or for no reason, terminate this License Agreement without further liability, by delivering written notice to the other party, one hundred and eighty (180) days prior to their expected termination date.
- b. Upon termination of this License Agreement, all the rights of Licensee hereunder shall cease and terminate and this instrument shall thereupon terminate without

any liability of either party to the other, except only as to any charges and liability accrued prior to the termination date, including, but not limited to, any liability of Licensee for any environmental claims arising during any occupancy of the License Area by Licensee prior to, during, or after this License Agreement.

- c. Upon termination of this License Agreement, at Licensor's option: (a) any and all improvements including paving, landscaping and fencing, shall become the property of Licensor; or (b) Licensee shall remove all improvements and restore the License Area to the original condition at Licensee's sole cost, risk, and expense. If Licensee fails or refuses to remove its improvements and restore the License Area upon demand by Licensor, Licensor may do so at the cost and expense of Licensee.

## **12. Default and Right to Cure.**

- a. This license Agreement may be immediately terminated upon written notice given by Licensor to Licensee for any of the following reasons and, upon such termination, this License Agreement and use hereby granted shall absolutely cease and terminate subject to the provisions of Section 11 hereof:
  - i. Breach of this License Agreement by Licensee;
  - ii. Use of the License Area which unreasonably interferes with Licensor's Parcel;
  - iii. The voluntary or involuntary filing by or against Licensee of any petition or similar pleading under any federal or state bankruptcy or other insolvency law, the assignment of all or a substantial portion of Licensee's property for the benefit of creditors, or the appointment of a receiver, trustee, or liquidator for all or a substantial portion of Licensee's property, provided that such bankruptcy or insolvency proceedings, assignments for the benefit of creditors, or appointment of a receiver, trustee, or liquidator, shall not have been discharged, vacated, or dismissed, or otherwise terminated, within thirty (30) days after initiation of such action.
  - iv. Any violation of Section 8 of this Agreement.
- b. In the event of any termination pursuant to Section 12.1, Licensor may at any time thereafter, with or without notice or demand, and without limiting Licensor in the exercise of any right or remedy which Licensor may have by reason of such termination:
  - i. Re-enter and repossess the Licensed Area, and receive from Licensee the cost of recovering possession;

- ii. Allow Licensee to continue in possession of the License Area, in which case this License Agreement shall continue in effect whether or not Licensee shall abandon the License Area, and Licensor shall be entitled to enforce all of the rights and remedies under the License Agreement, including the right to recover any compensation for use as the same may become due hereunder;
    - iii. Pursue any other remedy now or hereafter available to Licensor. In the event Licensor elects to recover possession of the License Area upon default, Licensor may, but need not, re-license the License Area. If Licensor re-licenses the License Area, Licensor may recover all damages resulting therefrom, including the costs of re-licensing, attorney's fees, and real estate commissions.
  - c. In the event of a termination of this License Agreement pursuant to Section 12(a)(i) hereof, Licensee shall not be liable for compensation for use for any period after it surrenders possession.
  - d. Should Licensee fail to timely surrender the License Area under the terms of this License Agreement, nothing contained in this License Agreement shall limit the availability of the rights and remedies of Licensor at law or in equity in the event of a default by Licensee.
13. **Indemnity.** The Licensee shall pay on behalf of or indemnify and hold harmless the Licensor from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, lawsuits, or liabilities which may arise out of any negligent act of the Licensee arising out of or in any way connected with the Licensee's performance or failure to perform under the terms of this License Agreement. This provision does not constitute a waiver of Licensee's sovereign immunity pursuant to Section 768.28 F.S. or extend Licensee's liability beyond the limits established in Section 768.28 F.S.
14. **Self-Insurance.** The Licensee is self-insured for liability under the provisions of Section 768.28, Florida Statutes and agrees to maintain such self-insurance coverage in force, throughout the term of this License Agreement sufficient to cover its obligations under this License Agreement and Licensee agrees to notify Licensor at least thirty (30) days prior to the effective date of any material modification of such self-insurance coverage.
15. **No Liens on License Area.** Licensee shall keep the License Area free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Licensee. If any lien is filed against the License Area as a result of acts or omissions of Licensee, its employees, agents, or contractors, Licensee shall discharge such lien within fifteen (15) days after Licensee learns that a lien has been filed.
16. **Hazardous Substance.** Licensee shall not use or store any substance, chemical, or waste on the Licensed Area that is identified as hazardous, toxic, or dangerous, in any

applicable Federal, State or Local law, regulation, or permit. Licensee will not introduce or use any such substance on the Parcel.

17. **Notices and Delivery.** All notices and deliveries must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, addressed as follows: if to Licensee, Attn: Administrator, Englewood Water District, 201 Selma Avenue, Englewood, Florida, 34223, and if to Licensor, Brad Baker, President, Community Housing Trust of Sarasota County, Inc., 800 N. Tamiami Trail # 16111, Sarasota FL, 34236, or such other address or party to be served may direct by written notice to the other party.

18. **Miscellaneous.**

- a. This License Agreement constitutes the sole and complete understanding between the Parties and supersedes all agreements between them, whether oral or written, with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both Parties and incorporated into this License Agreement.
- b. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this License Agreement or any applicable law. The laws of the State of Florida shall govern the rights and obligations of the parties under this License Agreement and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this License Agreement shall be in Sarasota County, Florida. If any term, condition, or covenant of this License Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this License Agreement shall be valid and binding on each party.
- c. The Parties covenant and agree that each is duly authorized to enter into this License Agreement and those executing this License Agreement have all requisite power and authority to bind the Parties.
- d. This License Agreement is for discussion purposes only and does not constitute a formal offer by either party, unless fully executed. This License Agreement is not and will not be binding on either party until and unless it is fully executed by both Parties.
- e. The Licensor and Licensee hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this License Agreement and for any counterclaim therein.
- f. This Agreement may be executed in counterparts.

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**IN WITNESS WHEREOF**, the Parties hereto have executed this License Agreement as of the day last written below.

LICENSEE

ATTEST:

ENGLEWOOD WATER DISTRICT

Ashley Aguiar  
Print Name: Ashley Aguiar

BY:   
Name: Keith R Ledford Jr  
Its: Administrator  
Date: 10/15/25

LICENSOR  
COMMUNITY HOUSING TRUST OF  
SARSOTA COUNTY, INC. :

BY: \_\_\_\_\_  
Brad Baker, President  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement as of the day last written below.

LICENSEE

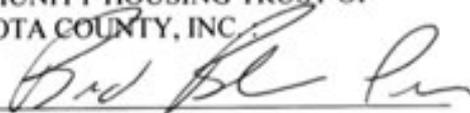
ATTEST:

ENGLEWOOD WATER DISTRICT

\_\_\_\_\_  
Print Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

LICENSOR  
COMMUNITY HOUSING TRUST OF  
SARSOTA COUNTY, INC.

BY:   
Brad Baker, President  
Date: 10-15-25

**ENGLEWOOD WATER DISTRICT  
INCOME STATEMENT  
YE FY25, OCTOBER 2024, FY26 BUDGET, YTD FY26 OCTOBER 2025**

	YEAR END FY25	YTD FY25 OCTOBER 2024	FY26 APPROVED BUDGET	YTD FY26 OCTOBER 2025	Over (Under) Budget
<b>Operating Revenues</b>					
Water Services	\$ 10,425,492	\$ 880,250	\$ 12,355,474	\$ 1,056,229	\$ (11,299,245)
Waste Treatment	11,800,595	957,916	13,507,908	1,192,298	(12,315,610)
Accrued Guaranteed Revenue Fees	167,992	909	182,076	28,230	(153,846)
Other	557,392	20,105	406,008	54,145	(351,863)
<b>Total Operating Revenues</b>	<b>22,951,471</b>	<b>1,859,179</b>	<b>26,451,466</b>	<b>2,330,902</b>	<b>(24,120,564)</b>
<b>Operating Expenses</b>					
Water Production	3,754,113	268,372	5,127,677	426,787	(4,700,890)
Water Distribution	2,100,420	267,059	3,327,387	224,437	(3,102,950)
Waste Treatment	3,084,307	219,144	3,916,543	224,579	(3,691,964)
Waste Collection	3,954,164	475,683	4,467,270	287,936	(4,179,333)
Laboratory	320,470	44,352	410,064	37,700	(372,364)
General & Administrative	4,495,976	589,233	5,655,491	552,279	(5,103,213)
<b>Total Operating Expenses</b>	<b>17,709,449</b>	<b>1,863,843</b>	<b>22,904,431</b>	<b>1,753,718</b>	<b>(21,150,714)</b>
<b>Operating Surplus (Deficit)</b>	<b>5,242,022</b>	<b>(4,664)</b>	<b>3,547,035</b>	<b>577,184</b>	<b>(2,969,851)</b>
<b>Non-Operating Revenues (Expenses)</b>					
Interest Income	788,713	75,443	-	57,861	57,861
Net Increase (Decrease) in Fair Value of Investment	74,785	(31,534)	-	571	571
Assessment Revenue	45,014	-	-	-	-
Interest Expense	-	-	-	-	-
Other Revenues	69,332	-	-	-	-
Gain (loss) on Disposal of Capital Assets	379,299	-	-	-	-
<b>Total Non-Operating Expenses</b>	<b>1,357,143</b>	<b>43,909</b>	<b>-</b>	<b>58,432</b>	<b>58,432</b>
<b>Surplus (Deficit) Before Contributions</b>	<b>6,599,165</b>	<b>39,245</b>	<b>3,547,035</b>	<b>635,616</b>	<b>(2,911,419)</b>
<b>Capital Contributions</b>					
Cash	1,012,887	6,573	7,598,362	1,198,514	(6,399,848)
Non Cash	-	-	-	-	-
<b>Total Capital Contributions</b>	<b>1,012,887</b>	<b>6,573</b>	<b>7,598,362</b>	<b>1,198,514</b>	<b>(6,399,848)</b>
<b>Change in Net Position</b>	<b>7,612,051</b>	<b>45,818</b>	<b>11,145,397</b>	<b>1,834,130</b>	<b>(9,311,838)</b>
<b>Total Net Position - beginning of year, as restated</b>	<b>116,850,205</b>	<b>116,850,205</b>	<b>124,462,256</b>	<b>124,462,256</b>	
<b>Total Net Position - end of year</b>	<b>\$ 124,462,256</b>	<b>\$ 116,896,023</b>	<b>\$ 135,607,653</b>	<b>\$ 126,296,386</b>	

**STATUS REPORT**  
**For Board Meeting November 13, 2025**

**CIP/In-house Projects:**

1. **Lime Plant Optimization Study** – HDR has submitted their draft report of the Lime Optimization Study. Staff is currently reviewing.
2. **North WRF/North Booster Pump Station Design** – We received notification from FDEP, that we have been approved to revise the scope from the North WRF to the North Booster Pump Station. Staff is gathering the requested information in order to begin drafting the amendment to the agreement. Staff intends to issue an RFQ for a design consultant as soon as possible.
3. **South WRF Expansion and Improvements** – The RFQ for Engineering Services for the South WRF Expansion and Improvement Project was posted on September 9, 2025, with final proposals due on October 9, 2025, at 2:15 pm. A pre-proposal meeting was held at the WRF on September 23, 2025. The selection committee was held on October 30, 2025, to review and rank the proposals. Since only two firms submitted proposals, both advanced to the interview round scheduled for November 12, 2025, with the final consensus ranking to follow. Staff anticipates bringing that contract to the Board on December 11, 2025, for approval. From there, various task orders will be issued for preliminary engineering, design, and CEI services.
4. \* **Middle Beach Pipe Replacement** – The 60% design drawings have been completed and are being reviewed by staff. Kimley-Horn and staff are coordinating with Sarasota County as they begin the temporary road reconstruction. Staff is also working with FEMA on the reimbursement details for this project.
5. \* **Elevated Tank Rehab** – Staff is working on a bid package for a complete blast and recoating of the tank.
6. \* **LS #114 Improvements – Brook to Bay** – The park previously had 12 RV spots but without repairing the retaining wall, they are attempting to modify the layout to accommodate 9 RV trailers. Minor modifications would be required for some of the clean out locations. Staff will work with Brook to Bay to make the necessary modifications.
7. \* **Water Treatment Plant Expansion and Improvements** – Staff will begin working on the RFQ for Engineering Services for the WTP expansion and improvement project with hopes to advertise later this year or the beginning of next year.
8. \* **WRF Electrical Upgrades** – Once the consultant is selected for the South WRF Expansion and Improvement project, staff will put together a Task Order for the required design work for the WRF Electrical Upgrades.

**Developments/Projects Approved for Construction:**

1. \* **Ashore N Store Self Storage** – The land has been cleared for the new 136,900 SF three-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 utilities for Phase 3A were approved to be placed into service. The final water main tie-ins took place on October 31, 2025. Testing has begun on the utilities for Phase 3B.
3. \* **Beachwalk by Manasota Key Phase 4** – The Developer’s Agreement has been executed for Phase 4 and the FDEP applications have been signed.
4. \* **Boca Royale Unit 19** – The Developer’s Agreement has been executed, and plans are approved. FDEP permits have been received for the water modifications. A FDEP sewer permit is not required.
5. **Boca Royale East** – The utilities for Phase 1A have been installed and final testing has been completed. Portions of the certification package has been submitted and staff is current reviewing.

## STATUS REPORT

6. \* **Esplanade at Wellen Park** – The contractor has begun installation of water main along River Road. Staff has attended various meetings with the contractor and developer to work out some of the details of construction and the certification process. Staff met with representatives from Taylor Morrison, City of North Port, and Wellen Park to discuss an emergency interconnect between EWD and City of North Port. A draft agreement has been provided for review but is concurrently being reviewed by the City's legal department. While there are still a few details to work out, the City anticipates having the agreement ready for their December Board meeting for approval.
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. **Publix at Merchant's Crossing** – The Developer's Agreement has been executed. Demolition has already begun on the building. The contractor is currently working on stormwater improvements and will begin working on the utilities soon.
10. **Sandpiper Pointe** – The Developer's Agreement has been executed. The plans have been approved and the FDEP applications have been submitted.
11. **Shores at Stillwater** – The testing of utilities for Phase 1B has begun and will be submitting the certification package soon.
12. \* **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.
13. \* **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:**

14. \* **Buchan's Landing** – Kimley-Horn submitted plans for an elevated two-story restaurant and 20 paired villas. Staff is working with AirVac and Kimley-Horn to confirm that the vacuum main adjustments and added infrastructure will not negatively affect any of the existing customers who are being served by that main.
15. \* **Charlotte County Ainger Creek Boat Ramp Improvements** – Atwell has submitted plans for improvements at the Ainger Creek Boat Ramp that include adding a restroom building. The restroom building will require a new water and sewer service to be installed. Staff has completed the Developer's Agreement and is awaiting execution prior to approving the plans.
16. \* **Englewood Apartments** – The plans are ready to be approved and staff is finalizing the Developer's Agreement.
17. \* **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.
18. \* **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.
19. \* **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.

## STATUS REPORT

20. \* **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.
21. \* **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.
22. \* **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 to finalize the Developer’s Agreement.

### **Upcoming Developments/Projects:**

23. \* **Charlotte County – N. Beach Rd Sidewalk & Lighting** – Charlotte County submitted 30% plan for review on April 30, 2024.
24. \* **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.
25. \* **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.
26. \* **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 surround.
27. \* **Sarasota County – Manasota Beach Road Extension** – Stantec has requested utility information for the Manasota Beach Road extension project.
28. \* **Sarasota County – Winchester Blvd & River Road Widening** – Sarasota County is working with Wellen Park for the widening of River Road from US-41 to Winchester Blvd and 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.
29. \* **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.

**ENGLEWOOD WATER DISTRICT**  
**SEPTEMBER 30, 2025, YTD FY26 OCTOBER 2025**  
**BALANCE SHEET**

	<u>FY2025</u>	<u>YTD FY 2026</u>
<b><u>ASSETS</u></b>		
<b>Current Assets</b>		
Cash & Equivalents	\$ 10,743,833	\$ 12,475,943
Accounts Receivable	2,928,787	3,066,333
Accrued Interest Receivable	-	-
Inventory	1,844,492	1,892,284
Prepays	12,113	178,215
<b>Total Current Assets</b>	<u>15,529,225</u>	<u>17,612,776</u>
<b>Noncurrent Assets</b>		
Restricted Cash and Cash Equivalents	-	-
Restricted Assets: Investments	2,908,745	2,937,717
Investments	11,086,437	10,461,486
Connection Fees - Assessment Rec	908,372	896,851
Capital Assets (net)	<u>101,356,237</u>	<u>101,356,237</u>
<b>Total Noncurrent Assets</b>	<u>116,259,792</u>	<u>115,652,291</u>
<b>Total Assets</b>	<u>131,789,017</u>	<u>133,265,067</u>
<b>Deferred Outflow of Resources</b>		
Accumulated Decreases in Fair Value of Hedging Derivatives	-	-
Accumulated Costs Associated with Refunding of Debt	-	-
Deferred Amounts on Pensions	2,641,519	2,641,519
<b>Total Deferred Outflow of Resources</b>	<u>2,641,519</u>	<u>2,641,519</u>
<b><u>LIABILITIES AND NET POSITION</u></b>		
<b>Current Liabilities</b>		
Accounts Payable	580,391	244,449
Accrued Liabilities	208,280	203,470
<b>Total Current Liabilities</b>	<u>788,671</u>	<u>447,919</u>
<b>Current Liabilities Payable from Restricted Assets</b>		
Contracts Payable	-	-
Retainage Payable	0	0
Accrued Interest	-	-
Current Portion of Bonds and Notes Payable	-	-
<b>Total Current Liabilities Payable from Restricted Assets</b>	<u>0</u>	<u>0</u>
<b>Noncurrent Liabilities</b>		
Compensated Absences	779,098	761,770
Net OPEB Obligation	998,641	998,641
Derivative Instruments - Rate Swap	-	-
Bonds and Notes Payable, Net	-	-
Net Pension Liability	<u>5,629,981</u>	<u>5,629,981</u>
<b>Total Noncurrent Liabilities</b>	<u>7,407,720</u>	<u>7,390,392</u>
<b>Total Liabilities</b>	<u>8,196,391</u>	<u>7,838,311</u>
<b>Deferred Inflow of Resources</b>		
Deferred Amount on Pensions	1,771,888	1,771,888
	<u>1,771,888</u>	<u>1,771,888</u>
<b>Net Position</b>		
Net Investment in Capital Assets	101,356,237	101,356,237
Unrestricted	<u>23,106,019</u>	<u>24,940,149</u>
<b>Total Net Position</b>	<u>\$ 124,462,256</u>	<u>\$ 126,296,386</u>

Englewood Water District  
Investment Report  
as of October 31, 2025

<b>RBC</b>	<b>Market Value</b>	<b>Percent of Total</b>
Certificate of Deposit	6,842,742	36.42%
Bonds- Revenue/General Obligation	-	0.00%
Government Backed Bonds	6,457,640	34.37%
Money Markets/Cash	5,490,556	<u>29.22%</u>
	<u>\$ 18,790,938</u>	<u>100.00%</u>
<b>Centennial Bank</b>		
Cash Centennial- operating acct	7,429,043	
Cash Centennial- money market	80,456	
<b>Total Cash</b>	<u>\$ 7,509,499</u>	
<b>Total Cash and Investments</b>	<b>\$ 26,300,437</b>	
<b>Prev Month Investments</b>	<b>\$ 13,995,181</b>	
<b>Prev Month - Cash - RBC</b>	<b>4,737,580</b>	
<b>Prev Month - Cash - Centennial</b>	<b>6,335,286</b>	
<b>Prev Month - Investments and Cash</b>	<u><b>\$ 25,068,047</b></u>	

Englewood Water District  
RBC Investment Report  
10/31/2025

Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
JP MORGAN CHASE BK	CD	48128UQP7	246,379.95	0.550%	4/8/2021	10/30/2020	1/30/2026	250,000.00	247,915.00	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	247,552.50	0.200%	5.00
SUNWEST BK IRVINE CALIF	CD	86804DCR7	250,000.00	0.450%	2/11/2021	2/26/2021	2/26/2026	250,000.00	247,297.50	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	245,182.50	0.950%	5.00
WEBBANK SALT LAKE CITY	CD	947548DR1	100,000.00	4.100%	8/20/2025	8/25/2025	8/25/2027	100,000.00	100,007.00	4.100%	2.00
AMERICAN COMMERCIAL BANK & TRUST	CD	02519AAD9	232,444.82	3.500%	11/7/2023	9/14/2022	9/14/2027	245,000.00	244,216.00	5.130%	3.85
CROSS RIV BK TEANECK NJ	CD	227563NL3	225,000.00	3.950%	9/3/2025	9/15/2025	9/15/2027	225,000.00	225,060.75	3.950%	2.00
MAPLE CITY SVGS BK	CD	56511PBJ6	250,000.00	3.500%	9/18/2024	9/30/2024	9/30/2027	250,000.00	248,407.50	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	250,360.00	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	248,208.32	4.448%	5.01
TEXAS HERITAGE NATL BK	CD	882487AN1	100,082.47	4.300%	6/20/2025	6/16/2025	6/16/2028	100,000.00	100,035.00	4.300%	3.00
MORGANTOWN BK & R CO KY	CD	617504AU9	250,000.00	4.400%	6/20/2025	6/25/2025	6/23/2028	250,000.00	250,147.50	4.400%	3.00
BANK OF AMERICA	CD	06428KAF3	250,000.00	4.500%	6/20/2025	6/26/2025	6/26/2028	250,000.00	250,000.00	4.500%	3.00
SEILING ST BK OKLA	CD	816050AQ1	245,000.00	3.900%	9/9/2025	9/18/2025	9/18/2028	245,000.00	244,539.40	3.900%	3.00
GUTHRIE COUNTY STATE BANK	CD	40341PCC0	245,000.00	3.900%	9/9/2025	9/22/2025	9/22/2028	245,000.00	244,529.60	3.900%	3.00
TRISTAR BK DICKSON TENN	CD	89679RAA1	250,000.00	3.850%	9/16/2025	9/29/2025	9/29/2028	250,000.00	249,157.50	3.850%	3.00
CITIBANK NA CD	CD	17290GLL9	250,000.00	3.750%	1/17/2176	10/15/2025	10/16/2028	250,000.00	248,405.00	3.750%	3.01
PAN AMERICAN BK & TR MELROSE	CD	697759BA5	250,000.00	4.200%	10/16/2024	10/28/2024	10/27/2028	250,000.00	250,012.50	4.200%	4.00
PARKSIDE FINL BK & TR CLAY	CD	70147AGS7	95,000.00	4.150%	8/20/2025	8/29/2025	2/28/2029	95,000.00	95,000.95	4.150%	3.50
FFB BK FRESNO CALIF	CD	30191MAN7	24,605.35	3.700%	8/20/2025	11/29/2024	3/29/2029	25,000.00	24,763.00	4.250%	3.61
CFG CMNTY BK LUTHERVILLE MD	CD	12527CFX5	250,303.24	4.750%	8/9/2024	7/31/2024	7/31/2029	250,000.00	250,152.50	4.758%	4.98
CENTRAL BK LITTLE ROCK ARK	CD	152577CM2	250,000.00	4.850%	8/9/2024	8/14/2024	8/14/2029	250,000.00	250,222.50	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	245,350.35	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	223,017.84	3.500%	5.00
GOLDMAN SACHS BK USA NEW YORK	CD	38151PAX9	250,000.00	3.750%	10/8/2025	10/15/2025	10/15/2029	250,000.00	249,962.50	3.750%	4.00
BANKWEST INC PIERRE SD	CD	06652CJE2	25,043.87	3.550%	8/20/2025	10/30/2024	10/30/2029	25,000.00	24,568.75	4.244%	4.20
MORGAN STANLEY BK NA	Equity linked CD	61776CBX4	200,000.00		10/22/2024	10/31/2024	11/1/2029	200,000.00	196,990.00		5.01
HIGH PLAINS BK KEYES OK	CD	42971GAK7	20,000.00	4.000%	10/8/2025	12/30/2024	12/31/2029	20,000.00	20,005.40	4.007%	4.23
COULEE BK LA CROSSE WIS	CD	22209WAR3	201,747.24	4.400%	1/30/2025	1/9/2025	1/9/2030	202,000.00	202,058.58	4.486%	4.95
CHESAPEAKE BK KILMARNOCK VA	CD	16514QBZ9	250,936.38	4.350%	5/6/2025	4/16/2025	4/16/2030	250,000.00	250,005.00	4.323%	5.00
FIRST ST BK WINCHESTER OHIO	CD	33650TAPS	250,364.29	4.350%	5/6/2025	5/5/2025	5/3/2030	250,000.00	250,047.50	4.323%	5.00
GENERATIONS BK ROGERS ARK	CD	37149CBM8	174,020.74	4.350%	5/6/2025	5/6/2025	5/6/2030	174,000.00	174,033.06	4.350%	5.00
OAK VIEW BANKSHARES INC	CD	67134XAX3	149,105.32	4.300%	8/20/2025	8/15/2025	8/15/2030	149,000.00	149,092.38	4.300%	5.00
TRUIST BK INDX L	Equity linked CD	897926CL3	100,000.00		10/21/2025	10/31/2025	10/31/2030	100,000.00	96,438.00		5.00
<b>Subtotal</b>			<b>7,117,121.91</b>					<b>7,114,000.00</b>	<b>6,842,741.88</b>		
US DEPT HSG & URBAN DEV GOVT	Bonds	911759LT3	69,010.82	3.260%	10/9/2025	11/17/2011	8/1/2029	70,000.00	68,119.80	3.842%	3.81
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	178,000.00		4.96
TENNESSEE VALLEY AUTH	Bonds	880591CJ9	68,156.95	6.750%	11/18/2020	11/1/1995	11/1/2025	52,000.00	52,000.00	6.750%	4.96
US TREASURY BILL	Treasury bill	912797RM1	458,723.43	4.244%	10/9/2025	7/8/2025	11/4/2025	460,000.00	459,949.40	4.082%	0.07
US TREASURY BILL	Treasury bill	912797RN9	209,463.33	4.291%	10/17/2025	7/15/2025	11/12/2025	210,000.00	209,798.40	4.066%	0.07
US TREASURY SECURITIES	zero coupon bond	912833LX6	419,934.35	0.000%	6/1/2021	6/2/2021	11/15/2025	430,000.00	429,458.20		4.46
US TREASURY BILL	Treasury bill	912797QS9	325,465.01	4.239%	10/21/2025	6/5/2025	12/4/2025	327,000.00	325,911.09	4.003%	0.12
FEDERAL HOME LOAN BANK	Bonds	3130AJRF8	23,309.62	1.050%	9/17/2025	6/18/2020	6/24/2027	75,000.00	23,325.49	1.050%	1.77
FREDDIE MAC	Bonds	3134HAF40	306,241.25	4.700%	4/2/2025	11/26/2024	11/26/2027	300,000.00	299,775.00	4.527%	3.00
FANNIE MAE	Bonds	3136GAMK2	650,216.82	4.000%	8/8/2025	8/8/2025	8/7/2028	650,000.00	649,350.00	4.000%	3.00
FANNIE MAE	Bonds	3136GAPZ6	351,142.71	4.000%	9/3/2025	8/25/2025	8/25/2028	350,000.00	350,343.00	3.919%	2.98
FANNIE MAE	Bonds	3136GAWF2	50,072.85	3.800%	10/9/2025	10/2/2025	10/2/2028	50,000.00	49,913.50	3.782%	3.00
FEDERAL HOME LOAN BANK	Bonds	3130B4ND9	502,884.50	5.000%	1/30/2025	1/30/2025	1/30/2029	500,000.00	500,520.00	4.840%	4.00
FEDERAL FARM CREDIT BANK	Bonds	3133ER5H0	302,905.07	4.700%	4/2/2025	3/5/2025	3/5/2029	300,000.00	300,621.00	4.530%	4.00
FEDERAL HOME LOAN BANK	Bonds	3130B5D96	301,206.00	4.650%	3/12/2025	3/19/2025	3/19/2029	300,000.00	300,207.00	4.540%	4.00
FEDERAL HOME LOAN BANK	Bonds	3130B0TF6	41,313.60	4.750%	9/3/2025	4/9/2024	4/9/2029	40,000.00	40,410.40	4.338%	3.60

Englewood Water District  
RBC Investment Report  
10/31/2025

Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
FEDERAL FARM CREDIT BANK	Bonds	3133ENUR9	35,642.15	3.700%	10/14/2025	4/18/2022	4/18/2029	35,000.00	34,840.75	3.700%	3.51
FEDERAL FARM CREDIT BANK	Bonds	3133ETD95	400,052.00	4.140%	10/9/2025	10/9/2025	10/9/2029	400,000.00	399,592.00	4.140%	4.00
FEDERAL FARM CREDIT BANK	Bonds	3133ERP39	504,786.63	4.950%	1/31/2025	12/26/2024	12/26/2029	500,000.00	500,175.00	4.839%	5.00
FEDERAL HOME LOAN BANK	Bonds	3130B56Y9	654,573.19	4.900%	3/6/2025	2/27/2025	2/27/2030	650,000.00	651,332.50	4.770%	5.00
FEDERAL HOME LOAN BANK	Bonds	3130ARYG0	226,736.19	4.150%	8/12/2025	5/23/2022	5/23/2030	225,000.00	223,812.00	4.184%	4.78
FEDERAL HOME LOAN BANK	Bonds	3130B6SV9	301,809.63	4.650%	7/9/2025	7/8/2025	7/8/2030	300,000.00	300,708.00	4.520%	5.00
FANNIE MAE	Bonds	3136GAP78	110,177.11	4.000%	9/2/2025	8/19/2025	8/19/2030	110,000.00	109,477.50	4.000%	4.96
<b>Subtotal</b>			<b>6,308,928.98</b>					<b>6,332,000.00</b>	<b>6,457,640.03</b>		
Cash									758,651.13		
Premium Savings									4,633,084.93		
Equity - HSBC BANK USA									98,820.00		
<b>Subtotal Cash</b>									<b>5,490,556.06</b>		222.41
<b>Average % and Duration in Years</b>										<b>4.975%</b>	<b>4.94</b>

Certificate of Deposit	6,842,741.88	
FHLMC		
FNMA		
GNMA		
FICO Series		
Bonds- Revenue/General Obligation		
Government Backed Bonds	6,457,640.03	
Money Markets/Cash	5,490,556.06	
	<b>18,790,937.97</b>	
	18,790,937.97	stmt
	-	diff