

OKEECHOBEE UTILITY AUTHORITY
MEETING AGENDA
FEBRUARY 20, 2024
8:30 A.M.

1. Call the Meeting to Order
 - Pledge of Allegiance
 - Determination of Voting Members
2. Agenda Additions or Deletions
3. Meeting Minutes from January 16, 2024
4. Employee Recognition
5. Department Supervisor Updates
- 6. Consent Agenda**
 7. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
 8. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue LPSS Design and Permitting
 9. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements
 10. Invoice from Anderson Andre Consulting Engineers - SWSA Project 2 Vacuum Collection System
 11. Invoice from CHA – Pine Ridge Park Utility System Upgrade – SDC
 12. Invoices from CHA – Vac Station #2 Generator Replacement
 13. Invoice from CHA – SWTP PH Eval
 14. Invoice from Hinterland Group Inc. – Pine Ridge Park Utility Improvements
 15. Invoice from Hinterland Group In. – SWSA Project 2 – Vacuum Collection System
 16. Invoice from Hinterland Group, Inc. - SW 24th Avenue AC Pipe Removal
 17. Invoice from Holtz Consulting Engineers, Inc. – SW 24th Avenue AC Pipe Removal
 18. Invoice from Holtz Consulting Engineers, Inc. – SR78 WM Improvements
 19. Invoice from Ring Power Corporation – Pine Ridge Park Vacuum Station Generator
 20. Invoice from Thorn Run Partners
 21. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual

22. Salary Analysis & Benefits Survey – Evergreen Solution
23. Finance Report
24. Investment Report
25. NW14 Pump Replacement

26. Cross-Connection Control Plan & Resolution
27. SFWMD CUP Allocation Request
28. TCI Engineering Scope of Work & Fee Proposal
29. Public Comments
30. Items from the Attorney
31. Items from the Executive Director
32. Items from the Board

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 1

FEBRUARY 20, 2024

Call Meeting to Order

Pledge of Allegiance
Determine Voting Members

	<u>Absent</u>	<u>Present</u>
Melanie Anderson – Alternate	_____	_____
Tommy Clay – Board Member	_____	_____
John Gilliland – Board Member	_____	_____
Harry Moldenhauer – Board Member	_____	_____
Steve Nelson – Board Member	_____	_____
Glenn Sneider - Alternate	_____	_____
Tabitha Trent – Board Member	_____	_____
Vacant - City Alternate	_____	_____

FUTURE MEETING OF OUA BOARD

March 19, 2024 – 8:30 A.M.

FUTURE HOLIDAYS FOR OUA STAFF

Monday – May 27, 2024 – Memorial Day

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2

FEBRUARY 20, 2024

AGENDA ADDITIONS OR DELETIONS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 3

FEBRUARY 20, 2024

MEETING MINUTES

Attached are copies of the minutes from the meeting held on January 16, 2024.

Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from January 16, 2024 as presented.

**OKEECHOBEE UTILITY AUTHORITY
MEETING MINUTES**

Tuesday, January 16, 2024 8:30 A.M.

Okeechobee Utility Authority

100 SW 5th Avenue

Okeechobee, Florida

Chairperson Clay called the meeting to order at 8:32 A.M.

Chairperson Clay addressed Agenda Item No. 1. Chairperson Clay led all participating attendees and visitors in the Pledge of Allegiance. Chairperson Clay called the roll as follows:

Board Members:

Tommy Clay*

Harry Moldenhauer*

Steven Nelson*

Tabitha Trent*

Alternates:

Melanie Anderson

Absent:

John Gilliland

Glenn Sneider

*Voting Board Members

OUA Members:

John Hayford

Jamie Mullis

Tom Conely

Michelle Willoughby

Chairperson Clay addressed Agenda Item No. 2 ‘Agenda Additions or Deletions’ Executive Director Hayford discusses that staff received a late invoice from Kimley Horn and Associates, Inc. The invoice is for the Treasure Island Septic to Sewer Project in the amount of \$65,644.20. **Motion by Tabitha Trent to approve the invoice from Kimley Horn and Associates, Inc. in the amount of \$65,644.20. Second by Steven Nelson. Vote unanimous (4-0), motion carried.**

Chairperson Clay addressed Agenda Item No. 3 ‘Meeting Minutes from December 19, 2023’. **Motion by Steven Nelson to accept the Meeting Minutes from December 19, 2023 as presented. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

Chairperson Clay addressed Agenda Item No. 4 ‘Employee Recognition’ Chairperson Clay recognized Jose Santiago for his 15 years of service to the OUA.

Chairperson Clay addressed Agenda Item No. 5 ‘Department Supervisor Updates’

SWTP: Kevin Rogers advises the board that the department is fully staffed. Advises that presently two operators need to pass testing. Advises that one employee still needs to meet time requirements to take certification test.

WWTP: Jamie Gamiotea advises the board that the department is fully staffed. Advises the board that the Maintenance Department has been working on system infiltration to lessen the workload of the sewer plant.

Maintenance: Jess Manson gave an update on the Maintenance Department. Advised that the Maintenance Department is fully staffed at this time. Advised that a Meter Reader recently transferred to Maintenance.

Administration: Kristy Arnold advises the board that the department is fully staffed.

Jamie Mullis gave an overall update of all departments. Jamie Mullis advises the board that the Vac-Con truck is scheduled for delivery in February.

Chairperson Clay addressed Agenda Item No. 6 ‘Consent Agenda’ Motion by Steven Nelson to approve the consent agenda as presented:

- Consent Agenda Item No. 7 ‘Invoice from Sumner Engineering & Consulting, Inc – SW Wastewater Service Area Project (Part E) in the amount of \$34,914.71’**
- Consent Agenda Item No. 8 ‘Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue LPSS Design and Permitting in the amount of \$35,842.40’**
- Consent Agenda Item No. 9 ‘Invoice from Sumner Engineering & Consulting, Inc – Okee-Tantie Utility System Improvements in the amount of \$4,315.94’**
- Consent Agenda Item No. 10 ‘Invoice from Anderson Andre Consulting Engineers, Inc – SWSA Project 2 Vacuum collection System in the amount of \$15,804.00’**
- Consent Agenda Item No. 11 ‘Invoice from CHA – Pine Ridge Park Utility System Upgrade – SDC in the amount of \$20,721.89’**
- Consent Agenda Item No. 12 ‘Invoice from Hinterland Group, Inc – SWSA Project 2 in the amount of \$404,627.44’**
- Consent Agenda Item No. 13 ‘Invoice from Hinterland Group, Inc. – Pine Ridge Park Utility Improvements in the amount of \$186,081.54’**
- Consent Agenda Item No. 14 ‘Invoice from Thorn Run Partners in the amount of \$3,500.00’**
- Consent Agenda Item No. 15 ‘Invoice from MacVicar in the amount of \$250.00’**

Second by Tabitha Trent. Vote unanimous (4-0), motion carried.

Chairperson Clay addressed Agenda Item No. 16 ‘Finance Report’ Executive Director Hayford reviews the Finance Report for period ending December 31, 2023. **Motion by Steven Nelson to approve the Finance Report as presented. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

Chairperson Clay addressed Agenda Item No. 17 ‘CASGS Agreement’ Executive Director Hayford discusses that CAS Governmental Services LLC (CAS) has been the primary lobbyist for the OUA for many years. They have been instrumental in securing grants and monitoring proposed changes to statutes that impact the OUA services. Executive Director Hayford discusses the proposed agreement from CAS. Executive Director Hayford discusses that the agreement in the amount of \$45,000.00 has already been signed by staff. Executive Director Hayford discusses some of the projects that CAS is working on

funding through legislature. **Motion by Tabitha Trent to retroactively approve the execution of the CAS proposal in the amount of \$45,000.00. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

Chairperson Clay addressed Agenda Item No. 18 ‘Soils Testing Services SWSA Project 2’ Executive Director Hayford discusses the proposal from Andersen Andre Consulting Engineers, Inc. to continue providing field soil testing services for the SWSA Project 2. Executive Director Hayford advises that the engineer of record (Sumner Engineering) has reviewed the submitted proposal and agreed to the services. Board Member Trent asks about the trip charges noted in the proposal. Jeff Sumner was present to explain the proposed trip charges. **Motion by Harry Moldenhauer to approve the proposal from AACE in the amount of \$104,675.00. Second by Steven Nelson. Vote unanimous (4-0), motion carried.**

Chairperson Clay addressed Agenda Item No. 19 ‘Public Comments’ There were none

Chairperson Clay addressed Agenda Item No. 20 ‘Items from the Attorney’ There were none

Chairperson Clay addressed Agenda Item No. 21 ‘Items from the Executive Director’ Executive Director Hayford gave an update on current projects.

Chairperson Clay addressed Agenda Item No. 22 ‘Items from the Board’ Chairperson Clay advised that he is purchasing a home in another state and that February would be the last meeting he will attend.

There being no other business, meeting adjourned at 9:27 A.M.

PLEASE TAKE NOTICE AND BE ADVISED that if a person decided to appeal any decision made by the Okeechobee Utility Authority with respect to any matter considered at this meeting, he/she may need to ensure that verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. A video recording of this meeting is on file in the Executive Director’s office.

Chairperson

Executive Director (Secretary)

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 4

FEBRUARY 20, 2024

EMPLOYEE RECOGNITION

This month the Board will recognize one employee for their years of service for the OUA and will recognize a long-term employee for retirement.

Roy Padgett 5 Years

Jess Manson Retirement

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 5

FEBRUARY 20, 2024

DEPARTMENT SUPERVISOR UPDATES

OPERATIONS DIRECTOR
DEPARTMENT SITE VISITS
MONTHLY BOARD MEETING UPDATES
Tuesday 2-20-2024
Site Visits 1-18-24 thru 2-8-24

SWTP: Timekeeping, punctuality, & attendance
Flushing & flushboxes
FDEP lead & copper inventory

Maintenance: Timekeeping, punctuality, & attendance
Backflow & grease traps, updating list
Jess Manson's last day 2-22-24, interviewing for his replacement
Meter reader office expansion, bids are out on the street, bids due back 3-14-24 @ 3pm

WWTP: Timekeeping, punctuality, & attendance
Entrance road paving complete
Cemetery Road frontage- Okee. County Road dept.shooting elevations & possible ditch
cleaning, working on quotes for fill dirt & fencing

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 6

FEBRUARY 20, 2024

CONSENT AGENDA

1. Pull items for discussion from Consent Agenda.
2. Items pulled from Consent Agenda will be discussed at the end of Agenda.
3. Unless noted all Consent Agenda items are recommended for approval.
4. Motion to approve items on Consent Agenda as follows:
 7. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
 8. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue LPSS Design and Permitting
 9. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements
 10. Invoice from Anderson Andre Consulting Engineers - SWSA Project 2 Vacuum Collection System
 11. Invoice from CHA – Pine Ridge Park Utility System Upgrade – SDC
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 19. Invoice from Ring Power Corporation – Pine Ridge Park Vacuum Station Generator
 20. Invoice from Thorn Run Partners
 21. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 7

FEBRUARY 20, 2024

CONSENT AGENDA

INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC. – SW WASTEWATER SERVICE AREA PROJECT (PART E)

Please find attached the invoice in the amount of \$27,310.00 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$1,141,783.00
Jun-21	1	Jun-21		\$19,783.98	\$1,121,999.02
Jul-21	2	Jul-21		\$28,576.86	\$1,093,422.16
Aug-21	3	Aug-21		\$17,585.76	\$1,075,836.40
Sep-21	4	Sep-21		\$61,550.16	\$1,014,286.24
Oct-21	5	Oct-21		\$68,144.82	\$946,141.42
Dec-21	6	Dec-21		\$15,387.54	\$930,753.88
Jan-22	7	Jan-22		\$84,990.00	\$845,763.88
Feb-22	8	Feb-22		\$57,147.84	\$788,616.04
Mar-22	9	Mar-22		\$33,336.24	\$755,279.80
Apr-22	10	Apr-22		\$42,860.88	\$712,418.92
May-22	11	May-22		\$85,721.76	\$626,697.16
Jun-22	12	Jun-22		\$47,623.20	\$579,073.96
Jul-22	13	Jul-22		\$38,098.56	\$540,975.40
Aug-22	14	Aug-22		\$28,573.92	\$512,401.48
Sep-22	15	Sep-22		\$14,286.96	\$498,114.52
Oct-22	16	Oct-22		\$9,524.64	\$488,589.88
Jan-23	17	Jan-23		\$17,389.00	\$471,200.88
Feb-23	18	Feb-23		\$6,955.60	\$464,245.28
Mar-23	19	Mar-23		\$3,130.02	\$461,115.26
Apr-23	20	Apr-23		\$2,560.28	\$458,554.98
May-23	21	May-23		\$3,687.50	\$454,867.48
Jun-23	22	Jun-23		\$42,380.80	\$412,486.68
Jul-23	23	Jul-23		\$25,090.98	\$387,395.70
Aug-23	24	Aug-23		\$21,845.98	\$365,549.72
Sep-23	25	Sep-23		\$44,912.50	\$320,637.22
Oct-23	26	Oct-23		\$25,475.00	\$295,162.22
Dec-23	27	Dec-23		\$55,267.39	\$239,894.83
Jan-24	28	Jan-24		\$34,914.71	\$285,722.51
Feb-24	29		\$27,310.00		\$267,852.22

Staff recommends approval of this invoice in the amount of \$27,310.00 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

February 4, 2024

Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, Florida 34974

Invoice No. 1629

SW Wastewater Service Area Project (SEC Proj. No. 19-04)

Part E – SWSA Project 2 Design, Permitting and Construction Phase Services

OUA Purchase Order No. 10829

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
E1 – Preliminary Design and Permitting	\$219,822	100%	\$219,822.00	\$219,822.00	\$0.00
E2 – Final Design and Permitting	\$476,232	98.7%	\$470,040.98	\$470,040.98	\$0.00
E3 – Bidding and Negotiation Phase	\$34,778	80%	\$27,822.40	\$27,822.40	\$0.00
E4 – Construction Phase Services (excl. RPR)	\$147,500	72.9%	\$107,527.50	\$99,267.50	\$8,260.00
E5 – Post-Construction Phase Services	\$20,784	0%	\$0.00	\$0.00	\$0.00
E6 – Resident Project Representative (T&M)	\$242,667	T&M (See attached)	\$138,900.00	\$119,850.00	\$19,050.00
				TOTAL:	\$27,310.00

Total Purchase Order Amount: \$1,141,783.00

Total Billed to Date: \$ 964,112.88

Total Billed this Invoice: \$ 27,310.00

For services rendered December 31, 2023 – February 3, 2024.

Sumner Engineering & Consulting, Inc.
 410 NW 2nd Street
 Okeechobee, FL 34972 US
 863.634.9474
 jeff@sumnerengineering.com



RPR Backup

BILL TO

19-04.Task E5 - Resident
 Project Representative
 Okeechobee Utility Authority
 100 SW 5th Avenue
 Okeechobee, Florida 34974

INVOICE # 1629
DATE 02/04/2024
DUE DATE 02/04/2024
TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
01/02/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
01/03/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
01/04/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
01/05/2024	Resident Project Representative:Inspector	7:00	100.00	700.00
01/08/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
01/09/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
01/10/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
01/11/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
01/12/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
01/15/2024	Resident Project Representative:Inspector	7:00	100.00	700.00
01/16/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
01/17/2024	Resident Project Representative:Inspector	9:00	100.00	900.00
01/18/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
01/19/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
01/22/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
01/23/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
01/24/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
01/25/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
01/26/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
01/29/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
01/30/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
01/31/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
02/01/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
02/02/2024	Resident Project Representative:Inspector	8:00	100.00	800.00

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TOTAL OF NEW CHARGES	19,050.00
BALANCE DUE	\$19,050.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 8

FEBRUARY 20, 2024

CONSENT AGENDA

**INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC. – SW 5th AVENUE
LPSS DESIGN AND PERMITTING**

Please find attached the invoice in the amount of \$9,775.20 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$325,840.00
Nov-23	1	Nov-23		\$22,808.80	\$303,031.20
Jan-24	2	Jan-24		\$35,842.40	\$267,188.80
Feb-24	3		\$9,775.20		\$257,413.60

Staff recommends approval of this invoice in the amount of \$9,775.20 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

February 6, 2024

Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, Florida 34974

Invoice No. 1631
SW 5th Avenue LPSS Design and Permitting (SEC Proj. No. 20-10)
OUA Purchase Order No. 11129 / 11633

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
B1 – Design and Permitting	\$198,500	93%	\$184,605.00	\$184,605.00	\$0.00
D1 – VSS Design & Permitting	\$325,840	21%	\$68,426.40	\$58,651.20	\$9,775.20
				TOTAL:	\$9,775.20

Total Purchase Order Amount: \$524,340.00
Total Billed to Date: \$253,031.40
Total Billed this Invoice: \$ 9,775.20

For services rendered January 1 – February 3, 2024.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 9

FEBRUARY 20, 2024

CONSENT AGENDA

**INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC. – OKEE-TANTIE
UTILITY SYSTEM IMPROVEMENTS**

Please find attached the invoice in the amount of \$6,907.26 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$686,079.00
Apr-22	1	Apr-22		\$29,835.00	\$656,244.00
May-22	2	May-22		\$3,817.50	\$652,426.50
Jun-22	3	Jun-22		\$94,920.00	\$557,506.50
Jul-22	4	Jul-22		\$11,398.50	\$546,108.00
Aug-22	5	Aug-22		\$9,440.00	\$536,668.00
Oct-22	6	Oct-22		\$7,996.00	\$528,672.00
Jan-23	7	Jan-23		\$10,668.00	\$518,004.00
Feb-23	8	Feb-23		\$3,199.44	\$514,804.56
Mar-23	9	Mar-23		\$31,994.40	\$482,810.16
Apr-23	10	Apr-23		\$15,997.20	\$466,812.96
Apr-23	Change Order		\$145,365.00		\$612,177.96
May-23	11	May-23		\$13,548.06	\$598,629.90
Jun-23	12	Jun-23		\$51,791.28	\$546,838.62
Aug-23	13	Aug-23		\$4,549.94	\$542,288.68
Sep-23	14	Sep-23		\$30,445.58	\$511,843.10
Oct-23	15	Oct-23		\$17,695.35	\$494,147.75
Nov-23	16	Nov-23		\$42,727.81	\$451,419.94
Dec-23	17	Dec-23		\$30,211.58	\$421,208.36
Jan-24	18	Jan-24		\$4,315.94	\$416,892.42
Feb-24	19		\$6,907.26		\$409,985.16

Staff recommends approval of this invoice in the amount of \$6,907.26 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

January 1, 2024

Okeechobee Utility Authority
 100 SW 5th Avenue
 Okeechobee, Florida 34974

Invoice No. 1630
 Okee-Tantie Utility System Improvements (SEC Proj. No. 21-11)
OUA Purchase Order No. 11130

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
A1 – Preliminary Modeling and Technical Memo	\$36,100.00	100%	\$36,100.00	\$36,100.00	\$0.00
A2 – Route Survey and Preliminary (10%) Design	\$129,050.00	100%	\$129,050.00	\$129,050.00	\$0.00
A3 – Pre-Application Meetings and Summary Memo	\$5,850.00	58%	\$3,393.00	\$3,393.00	\$0.00
B1 – Design and Permitting	\$431,594.00	58.6%	\$252,915.84	\$246,008.58	\$6,907.26
• <i>Original Authorization</i>	\$319,944.00				
• <i>Change Order</i>	\$111,650.00				
B2 – Bidding Services	\$17,010.00	0%	\$0.00	\$0.00	\$0.00
• <i>Original Authorization</i>	\$13,765.00				
• <i>Change Order</i>	\$3,245.00				
C1 – Construction Administration	\$211,840.00	0%	\$0.00	\$0.00	\$0.00
• <i>Original Authorization</i>	\$181,370.00				
• <i>Change Order</i>	\$30,470.00				
				TOTAL:	\$6,907.26

Total Purchase Order Amount: \$831,444.00
 Total Billed to Date: \$421,458.84
Total Billed this Invoice: \$ 6,907.26

For services rendered December 31, 2023 – February 3, 2024.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 10

FEBRUARY 20, 2024

CONSENT AGENDA

**INVOICE FROM ANDERSON ANDRE CONSULTING ENGINEERS, INC. – SWSA
PROJECT 2 VACUUM COLLECTION SYSTEM**

Please find attached the invoice in the amount of \$12,360.50 submitted by Anderson Andre consulting Engineers, Inc. Staff is aware of the work currently being done by Anderson Andre Consulting Engineers, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$37,985.00
Sep-23	1	Sep-23		\$3,735.50	\$34,249.50
Dec-23	2	Dec-23		\$12,052.00	\$22,197.50
Jan-24	3	Jan-24		\$15,804.00	\$6,393.50
Jan-24	Change Order #1		\$104,675.00		\$111,068.50
Feb-24	4		\$12,360.50		\$98,708.00

Staff recommends approval of this invoice in the amount of \$12,360.50 to Anderson Andre Consulting Engineers, Inc.



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

**834 SW Swan Avenue
Port St. Lucie, Florida 34983**

INVOICE

Invoice No: A24-4365
Invoice Date: January 30, 2024
AAACE Project No: 23-193

Bill To: Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, Florida 34974

Attention: Mr. John Hayford, P.E.

**CONSTRUCTION MATERIALS TESTING SERVICES
OUA SWSA PROJECT 2 VACUUM COLLECTION SYSTEM
OKEECHOBEE COUNTY, FLORIDA**

Invoice #4 - Services Provided from December 16, 2023 through January 26, 2024
P.O. No. 11548

Engineering Technician;

• 12/20/23 - 9 hours @ \$65.00/hr.....	\$585.00
• 12/21/23 - 5 hours @ \$65.00/hr.....	\$325.00
• 12/22/23 - 5.5 hours @ \$65.00/hr.....	\$357.50
• 12/26/23 - 7 hours @ \$65.00/hr.....	\$455.00
• 12/27/23 - 6 hours @ \$65.00/hr.....	\$390.00
• 12/29/23 - 5.5 hours @ \$65.00/hr.....	\$357.50
• 01/02/24 - 9 hours @ \$65.00/hr.....	\$585.00
• 01/03/24 - 8 hours @ \$65.00/hr.....	\$520.00
• 01/04/24 - 7 hours @ \$65.00/hr.....	\$455.00
• 01/08/24 - 4 hours @ \$65.00/hr.....	\$260.00
• 01/10/24 - 7 hours @ \$65.00/hr.....	\$455.00
• 01/11/24 - 7 hours @ \$65.00/hr.....	\$455.00
• 01/12/24 - 3.5 hours @ \$65.00/hr.....	\$227.50
• 01/15/24 - 7 hours @ \$65.00/hr.....	\$455.00
• 01/17/24 - 8 hours @ \$65.00/hr.....	\$520.00
• 01/18/24 - 7 hours @ \$65.00/hr.....	\$455.00
• 01/22/24 - 5 hours @ \$65.00/hr.....	\$325.00
• 01/23/24 - 6 hours @ \$65.00/hr.....	\$390.00
• 01/24/24 - 6 hours @ \$65.00/hr.....	\$390.00
Subtotal:.....	\$7,962.50

Laboratory Testing;

• LBR Testing; 1 test @ \$350.00/test.....	\$350.00
• Proctor Testing; 1 test @ \$95.00/test.....	\$95.00
Subtotal:.....	\$445.00

Trip Charges;

• 19 trip charges @ \$75.00/trip.....	\$1,425.00
Subtotal:.....	\$1,425.00

Failing Tests & Contractor Related Charges;

• 12/18/23 - 4 hours @ \$65.00/hr. (contractor not ready; testing canceled)	\$260.00
• - Trip charge; 1 @ \$75.00	\$75.00
• 12/19/23 - 4 hours @ \$65.00/hr. (contractor not ready; testing canceled)	\$260.00
• - Trip charge; 1 @ \$75.00	\$75.00
• 01/03/24 - 3 tests @ \$26.00/test (Failures)	\$78.00
• 01/09/24 - 5 hours @ \$65.00/hr. (contractor not ready; testing canceled, hit water main)	\$325.00
• - Trip charge; 1 @ \$75.00	\$75.00
• 01/11/24 - 3 tests @ \$26.00/test (Failures)	\$78.00
• 01/22/24 - 2 hours @ \$65.00/hr. (not ready for scheduled testing)	\$130.00
• 01/23/24 - 2 tests @ \$26.00/test (Failures)	\$52.00
Subtotal:	\$1,408.00

Professional/Administrative Man-Hours:

• Sr. Project Engineer; 6 hours @ \$145.00/hour	\$870.00
• Technical Secretary; 5 hours @ \$50.00/hour	\$250.00
Subtotal:	\$1,120.00

TOTAL INVOICE AMOUNT \$12,360.50

Original P.O. Amount:	\$37,985.00
Change Order CO-1 Amount	\$104,675.00
Previously Invoiced:	\$31,591.50
Amount This Invoice:	<u>\$12,360.50</u>
Budget Remaining:	\$98,708.00

Please remit payment within 30 days to:

Andersen Andre Consulting Engineers, Inc. • 834 SW Swan Avenue • Port St. Lucie, Florida 34983

Please call (772) 807-9191 with any questions concerning payment

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 11

FEBRUARY 20, 2024

CONSENT AGENDA

INVOICE FROM CHA – PINE RIDGE PARK UTILITY SYSTEM UPGRADE - SDC

Please find attached the invoice in the amount of \$10,908.94 submitted by CHA. Staff is aware of the work currently being done CHA and is in agreement with this request.

Staff recommends approval of this invoice in the amount of \$10,908.94 to CHA.



John Hayford
 Okeechobee Utility Authority
 100 SW 5th Avenue
 Okeechobee, FL 34974

January 16, 2024
 Project No: 001034.000
 Invoice No: 1034-14

Project 001034.000 Pine Ridge Park Utility System Upgrade -SDC

Professional services during construction for the Pine Ridge park Utility improvement project as authorized on April 14, 2020 under Purchase Order 10380

Professional Services from November 25, 2023 through December 29, 2023
Professional Personnel

		Hours	Rate	Amount
Engineer 4				
Bortz, Stephanie	11/28/2023	2.00	123.00	246.00
235-006.03 Pine Ridge Park OUA Coordination of Driveway Restoration, AA#4 Submittal, HGI coordination				
Bortz, Stephanie	11/29/2023	6.00	123.00	738.00
235-006.03 Bond Beam Inspection and review with Leaf Construction Onsite				
Bortz, Stephanie	11/30/2023	2.00	123.00	246.00
235-006.03 Review of Masonry Schedules, discussion with HGI and Observation Report of Inspection.				
Bortz, Stephanie	12/1/2023	2.00	123.00	246.00
235-006.03 HGI RFI responses, HGI coordination of construction, and inspection review.				
Bortz, Stephanie	12/4/2023	4.50	123.00	553.50
235-006.03 RFI Review, HGI Meetings, Shop Drawing Submittal Reviews, Structural Review				
Bortz, Stephanie	12/5/2023	2.50	123.00	307.50
235-006.03 RFI Submittal and HGI Coordination, Concrete Review, HGI discussion, Structural review				
Bortz, Stephanie	12/6/2023	8.00	123.00	984.00
235-006.03 Pine Ridge Park Inspection of Building and coordination with HGI and site visit report.				
Bortz, Stephanie	12/7/2023	4.50	123.00	553.50
235-006.03 RFI, Shop Drawing Review, HGI Coordination, Submittals, Onsite Inspection Report				
Bortz, Stephanie	12/11/2023	1.00	123.00	123.00
235-006.03 Vacuum Pump Station Coordination with HGI and Inspectors				
Bortz, Stephanie	12/12/2023	2.00	123.00	246.00
235-006.03 Email Review, Pay Application Review, HGI Coordination of equipment delivery, Generator Pad Coordination				

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc. | Account #: 4011254230 - ABA #: 021313103
 Supporting remittance information should be sent via email to remittances@chasolutions.com

Project	001034.000	235-006.03_Pine Ridge Park Utility Syste			Invoice	1034-14
Bortz, Stephanie	12/13/2023	3.00	123.00		369.00	
235-006.03 Pay Request Submittal and Truss Submittal						
Bortz, Stephanie	12/14/2023	1.00	123.00		123.00	
235-006.03 Review Site Pictures and Filing						
Bortz, Stephanie	12/15/2023	2.00	123.00		246.00	
235-006.03 Project Photos and Inspection Coordination						
Bortz, Stephanie	12/18/2023	1.00	123.00		123.00	
235-006.03 RFI Review and Responses						
Bortz, Stephanie	12/19/2023	2.00	123.00		246.00	
235-006.03 OUA Discussion of Project, Progress Meeting Coordination, RFI Submittal						
Bortz, Stephanie	12/20/2023	1.50	123.00		184.50	
235-006.03 Pogress Meeting Coordination,Shop Drawing Submittal & HGI Project Review						
Bortz, Stephanie	12/21/2023	1.50	123.00		184.50	
235-006.03 RFI and HGI Coordination and Electrical Review, Shop Drawing Review						
Bortz, Stephanie	12/22/2023	1.00	123.00		123.00	
235-006.03 Shop Drawing Submittal						
Engineer 8						
Hammann, Douglas	11/29/2023	2.00	201.00		402.00	
Review and coordination of CMU field inspection						
Hammann, Douglas	11/30/2023	1.00	201.00		201.00	
CMU walls, and rough masonry openings clarification						
Hammann, Douglas	12/1/2023	1.00	201.00		201.00	
Review and address lintel issues						
Hammann, Douglas	12/4/2023	1.00	201.00		201.00	
Teams Meeting HGI to discuss RFIs and Roof System submittal						
Hammann, Douglas	12/6/2023	2.00	201.00		402.00	
Review construction related issues with CMU work, trusses and crane rail						
Hammann, Douglas	12/7/2023	1.00	201.00		201.00	
Review progress of structural corrections with field staff						
Hammann, Douglas	12/8/2023	1.00	201.00		201.00	
Address roof Truss conditions resulting from prolong storage						
Hammann, Douglas	12/11/2023	2.00	201.00		402.00	
Structural coordination with Site inspector, address missing concrete delivery ticket issue and address trusses and vacuum equipment delivery						
Hammann, Douglas	12/12/2023	1.00	201.00		201.00	
Address structural Questions						
Hammann, Douglas	12/14/2023	1.00	201.00		201.00	
Discuss Concrete pumping equipment failure issue with field staff and GC						
Hammann, Douglas	12/18/2023	1.00	201.00		201.00	
Review concrete work with Field inspection staff and review unsolicited proposal for Asphalt repairs throughout Neighborhood						
Hammann, Douglas	12/19/2023	1.00	201.00		201.00	
Review RFI responses.						
Resident Inspector 1						
Waller, Kenneth	11/28/2023	2.00	93.00		186.00	
Correspondence of OUA and Okeechobee County and HGI of culvert replacements, driveway restoration and swell stabilization.						

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc. | Account #: 4011254230 - ABA #: 021313103
Supporting remittance information should be sent via email to remittances@chasolutions.com

Project	001034.000	235-006.03_Pine Ridge Park Utility Syste		Invoice	1034-14
Waller, Kenneth	12/1/2023	1.00	93.00	93.00	
Correspondence between HGI and OUA in regards to ongoing operations at Pine Ridge Park.					
Waller, Kenneth	12/4/2023	1.00	93.00	93.00	
Pine Ridge Park Correspondence about upcoming Inspection of driveway restoration and swell stabilization					
Waller, Kenneth	12/11/2023	1.00	93.00	93.00	
Correspondence with OUA for On-site inspection of concrete pour.					
Technician 3					
Ray, Matheus	12/14/2023	1.00	103.00	103.00	
Assisting Steph with RFI 021 - 024.					
Technician 4					
Crick, Jeff	12/1/2023	1.50	123.00	184.50	
Discussion w/ Doug / Stephanie, RFI for linetel over door at adjacent column					
Crick, Jeff	12/4/2023	1.00	123.00	123.00	
Assist Stephanie with information for beams and block infill / reinforcing					
Crick, Jeff	12/5/2023	1.00	123.00	123.00	
Assist Stephanie with on site information for beams and block infill / reinforcing					
Crick, Jeff	12/6/2023	2.00	123.00	246.00	
Phone calls and update drawings for crane installation info and embed plates to coordinate with shop drawing submittals for the contractor.					
Crick, Jeff	12/12/2023	.50	123.00	61.50	
Discussion w/ Stephanie for generator and slab locations on site based on revised shop drawing submittals by contractor.					
Crick, Jeff	12/18/2023	1.00	123.00	123.00	
Review RFI eave details for Stephanie					
Totals		75.50		10,286.50	
Total Labor					10,286.50
Consultants					
Sublet Engineering					
12/10/2023	Hudson Inspections LLC			300.00	
Total Consultants				1.0 times	300.00
Reimbursable Expenses					
Direct Travel				0.00	
Direct Miscellaneous-Reimbursables				84.05	
Direct Miscellaneous - Mileage				238.39	
Total Reimbursables				1.0 times	322.44
Billing Limits					
		Current	Prior	To-Date	
Total Billings		10,908.94	145,291.23	156,200.17	
Limit				242,100.00	
Remaining				85,899.83	
				Total Due This Invoice:	\$10,908.94

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc. | Account #: 4011254230 - ABA #: 021313103
Supporting remittance information should be sent via email to remittances@chasolutions.com

Project	001034.000	235-006.03_Pine Ridge Park Utility Syste	Invoice	1034-14
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Outstanding Invoices

Number	Date	Balance
1034-13	12/20/2023	6,863.13
Total		6,863.13

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

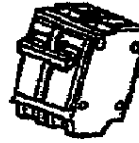
Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc. | Account #: 4011254230 - ABA #: 021313103
Supporting remittance information should be sent via email to remittances@chasolutions.com

PO BOX 845746 | Boston, MA 02284-5746 | Worksource - 845746 | T: (518) 453-4500 | F: (518) 458-1735
CHASOLUTIONS.COM

HUDSON INSPECTIONS, LLC



LES HUDSON
561-523-0251



Email: HUDSONELECTRIC68@gmail.com
Licensed Electrical Contractor

3160 Blanchette Trail
Lake Worth, FL 33467

TO: **ECKLER ENGINEERING, INC.**

DATE: 12-3-23

RE: INVOICE FOR NOV 29- DEC 1

INVOICE :\$ 750.~~00~~

EXPENSES :\$ 102.77

Name:	Les Hudson		
Pay Period:	11/25/2023 to 12/01/2023		
Project #	001078.00 PBC-WTP 2 BDPS WATER LEAK TEST #1 (PINEHURST)		
Day	Date	Hours	Description of Work
SAT	11/25/23		
SUN	11/26/23		
MON	11/27/23		
TUE	11/28/23		
WED	11/29/23		
THU	11/30/23		
FRI	12/01/23	3	BDPS MARK WATER LEVEL FULL 34" MARK - Kim // ORN on SITE

Name:	Les Hudson		
Pay Period:	11/25/2023 to 12/01/2023		
Project #	001078.000 PBC - WTP CONCRETE PUMPING		
Day	Date	Hours	Description of Work
SAT	11/25/23		
SUN	11/26/23		
MON	11/27/23		
TUE	11/28/23		
WED	11/29/23		
THU	11/30/23	3	CONCRETE POUR - 7 ^{AM} PUMP CONCRETE - SPARKEL - 5 TRUCKS WTP - BLENDING BOX
FRI	12/01/23		

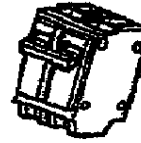
Name:	Les Hudson		
Pay Period:	11/25/2023 to 12/01/2023		
Project #	235-006.03 OVA - OKEECHOBEE - CMU WALLS INSTALL		
Day	Date	Hours	Description of Work
SAT	11/25/23		
SUN	11/26/23		
MON	11/27/23		
TUE	11/28/23		
WED	11/29/23		
THU	11/30/23	6	VAR. STA. CMU WALLS BEING INSTALLED. CHECKING MIX, REBAR PLACEMENT, BLOCK INSTALL - DAN ON SITE MAC ON SITE
FRI	12/01/23		ELECTRICIAN INSTALL BOXES - CONDUIT

Name:	Les Hudson		
Pay Period:	11/25/2023 to 12/01/2023		
Project #	400-089.03 VPS Vacuum STA #1 IMPROVEMENTS		
Day	Date	Hours	Description of Work
SAT	11/25/23		
SUN	11/26/23		
MON	11/27/23		
TUE	11/28/23		
WED	11/29/23	3	ON SITE VISIT CHECK ELECTRICAL CONDUITS - STUCCO FINISH
THU	11/30/23		
FRI	12/01/23		

HUDSON INSPECTIONS, LLC



LES HUDSON
561-523-0251



Email: HUDSONELECTRIC68@gmail.com
Licensed Electrical Contractor

3160 Blanchette Trail
Lake Worth, FL 33467

TO: **ECKLER ENGINEERING, INC.**

DATE: 12-3-23

RE: INVOICE FOR NOV 29- DEC 1

INVOICE :\$ 750.~~00~~

EXPENSES :\$ 102.77

Name:	Les Hudson		
Pay Period:	11/25/2023 to 12/01/2023		
Project #	001078.000 PBC-WTP 2 BDPS WATER LEAK TEST #1 (PINEHURST)		
Day	Date	Hours	Description of Work
SAT	11/25/23		
SUN	11/26/23		
MON	11/27/23		
TUE	11/28/23		
WED	11/29/23		
THU	11/30/23		
FRI	12/01/23	3	BDPS MARK WATER LEVEL FULL 34" MARK - Kim // ORN on SITE

Name:	Les Hudson		
Pay Period:	11/25/2023 to 12/01/2023		
Project #	001078.000 PBC - WTP CONCRETE PUMPING		
Day	Date	Hours	Description of Work
SAT	11/25/23		
SUN	11/26/23		
MON	11/27/23		
TUE	11/28/23		
WED	11/29/23		
THU	11/30/23	3	CONCRETE POUR - 7 ^{AM} PUMP CONCRETE - SPARKEL - 5 TRUCKS WTP - BLENDING BOX
FRI	12/01/23		

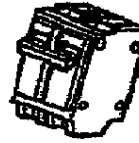
Name:	Les Hudson		
Pay Period:	11/25/2023 to 12/01/2023		
Project #	235-006.03 OVA - OKEECHOBEE - CMU WALLS INSTALL		
Day	Date	Hours	Description of Work
SAT	11/25/23		
SUN	11/26/23		
MON	11/27/23		
TUE	11/28/23		
WED	11/29/23		
THU	11/30/23	6	VAR. STA. CMU WALLS BEING INSTALLED. CHECKING MIX, REBAR PLACEMENT, BLOCK INSTALL - DAN ON SITE MAC ON SITE
FRI	12/01/23		ELECTRICIAN INSTALL BOXES - CONDUIT

Name:	Les Hudson		
Pay Period:	11/25/2023 to 12/01/2023		
Project #	400-089.03 VPS Vacuum STA #1 IMPROVEMENTS		
Day	Date	Hours	Description of Work
SAT	11/25/23		
SUN	11/26/23		
MON	11/27/23		
TUE	11/28/23		
WED	11/29/23	3	ON SITE VISIT CHECK ELECTRICAL CONDUITS - STUCCO FINISH
THU	11/30/23		
FRI	12/01/23		

HUDSON INSPECTIONS, LLC



LES HUDSON
561-523-0251



Email: HUDSONELECTRIC68@gmail.com
Licensed Electrical Contractor

3160 Blanchette Trail
Lake Worth, FL 33467

TO: **ECKLER ENGINEERING, INC.**

DATE: 12-3-23

RE: INVOICE FOR NOV 29- DEC 1

INVOICE :\$ 750.~~00~~

EXPENSES :\$ 102.77

Name:	Les Hudson		
Pay Period:	11/25/2023 to 12/01/2023		
Project #	001078.000 PBC-WTP 2 BDPS WATER LEAK TEST #1 (PINEHURST)		
Day	Date	Hours	Description of Work
SAT	11/25/23		
SUN	11/26/23		
MON	11/27/23		
TUE	11/28/23		
WED	11/29/23		
THU	11/30/23		
FRI	12/01/23	3	BDPS MARK WATER LEVEL FULL 34" MARK - Kim // ORN on SITE

Name:		Les Hudson	
Pay Period:		11/25/2023 to 12/01/2023	
Project #		001078.000 PBC - WTP CONCRETE PUMPING	
Day	Date	Hours	Description of Work
SAT	11/25/23		
SUN	11/26/23		
MON	11/27/23		
TUE	11/28/23		
WED	11/29/23		
THU	11/30/23	3	CONCRETE POUR - 7 ^{AM} PUMP CONCRETE - SPARKEL - 5 TRUCKS WTP - BLENDING BOX
FRI	12/01/23		

Name:	Les Hudson		
Pay Period:	11/25/2023 to 12/01/2023		
Project #	235-006.03 OVA - OKEECHOBEE - CMU WALLS INSTALL		
Day	Date	Hours	Description of Work
SAT	11/25/23		
SUN	11/26/23		
MON	11/27/23		
TUE	11/28/23		
WED	11/29/23		
THU	11/30/23	6	VAR. STA. CMU WALLS BEING INSTALLED. CHECKING MIX, REBAR PLACEMENT, BLOCK INSTALL - DAN ON SITE MAC ON SITE
FRI	12/01/23		ELECTRICIAN INSTALL BOXES - CONDUIT

Name:	Les Hudson		
Pay Period:	11/25/2023 to 12/01/2023		
Project #	400-089.03 VPS Vacuum STA #1 IMPROVEMENTS		
Day	Date	Hours	Description of Work
SAT	11/25/23		
SUN	11/26/23		
MON	11/27/23		
TUE	11/28/23		
WED	11/29/23	3	ON SITE VISIT CHECK ELECTRICAL CONDUITS - STUCCO FINISH
THU	11/30/23		
FRI	12/01/23		

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 12

FEBRUARY 20, 2024

CONSENT AGENDA

INVOICES FROM CHA – VAC STATION #2 GENERATOR REPLACEMENT

Please find attached invoices in the amounts of \$1,165.50 and \$2,997.00 submitted by CHA. Staff is aware of the work currently being done CHA and is in agreement with this request.

Staff recommends approval of these invoices in the amounts of \$1,165.50 and \$2,997.00 to CHA.



John Hayford
 Okeechobee Utility Authority
 100 SW 5th Avenue
 Okeechobee, FL 34974

December 20, 2023
 Project No: 083820.000
 Invoice No: 83820-03

Project 083820.000 Vac. PS #2 (Taylor Creek) Generator Replacement

Professional Services from October 28, 2023 through November 24, 2023

Phase 0001000 Design

Fee				
Total Fee	33,300.00			
Percent Complete	45.00	Total Earned	14,985.00	
		Previous Fee Billing	13,819.50	
		Current Fee Billing	1,165.50	
		Total Fee		1,165.50

Billing Limits	Current	Prior	To-Date	
Total Billings	1,165.50	13,819.50	14,985.00	
Limit			33,300.00	
Remaining			18,315.00	
		Total this Phase		\$1,165.50

Phase 0002000	Services During Construction		
Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			14,800.00
Remaining			14,800.00
		Total this Phase	0.00

Total Due This Invoice: \$1,165.50

Outstanding Invoices

Number	Date	Balance
83820-02	12/1/2023	6,292.55
Total		6,292.55

Billings to Date

	Current	Prior	Total
Fee	1,165.50	13,819.50	14,985.00
Totals	1,165.50	13,819.50	14,985.00

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc. | Account #: 4011254230 - ABA #: 021313103
 Supporting remittance information should be sent via email to remittances@chasolutions.com



John Hayford
 Okeechobee Utility Authority
 100 SW 5th Avenue
 Okeechobee, FL 34974

January 17, 2024
 Project No: 083820.000
 Invoice No: 83820-04

Project 083820.000 Vac. PS #2 (Taylor Creek) Generator Replacement
Professional Services from November 25, 2023 through December 29, 2023

Phase 0001000 Design
Fee

Total Fee	33,300.00			
Percent Complete	54.00	Total Earned	17,982.00	
		Previous Fee Billing	14,985.00	
		Current Fee Billing	2,997.00	
		Total Fee		2,997.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,997.00	14,985.00	17,982.00
Limit			33,300.00
Remaining			15,318.00

Total this Phase \$2,997.00

Phase 0002000 Services During Construction

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			14,800.00
Remaining			14,800.00

Total this Phase 0.00

Total Due This Invoice: \$2,997.00

Outstanding Invoices

Number	Date	Balance
83820-03	12/20/2023	1,165.50
Total		1,165.50

Billings to Date

	Current	Prior	Total
Fee	2,997.00	14,985.00	17,982.00
Totals	2,997.00	14,985.00	17,982.00

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc. | Account #: 4011254230 - ABA #: 021313103
 Supporting remittance information should be sent via email to remittances@chasolutions.com

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 13

FEBRUARY 20, 2024

CONSENT AGENDA

INVOICE FROM CHA – SWTP PH EVALUATION

Please find attached invoice in the amount of \$600.00 submitted by CHA. Staff is aware of the work currently being done by CHA. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$17,500.00
Jul-22	1	Jul-22		\$939.00	\$16,561.00
Aug-22	2	Aug-22		\$654.00	\$15,907.00
Sep-22	3	Sep-22		\$300.00	\$15,607.00
Oct-22	4	Oct-22		\$1,025.00	\$14,582.00
Jan-23	5	Jan-23		\$525.00	\$14,057.00
Sep-23	6	Sep-23		\$4,537.50	\$9,519.50
Sep-23	7	Sep-23		\$1,699.50	\$7,820.00
Sep-23	8	Sep-23		\$1,206.00	\$6,614.00
Feb-24	9		\$600.00		\$6,014.00

Staff recommends approval of the invoice from CHA in the amounts of \$600.00



John Hayford
 Okeechobee Utility Authority
 100 SW 5th Avenue
 Okeechobee, FL 34974

January 15, 2024
 Project No: 001036.000
 Invoice No: 1036.004

Project 001036.000 SWTP pH Evaluation
 Professional engineering services to evaluate and prepare a report on the Surface Water Treatment Plant pH process as per Task Order No. 12 dated March 28, 2022, and PO# 11183, dated June 7, 2022.

Professional Services through January 12, 2024

Professional Personnel

	Hours	Rate	Amount	
Engineer 6				
Facey, Bryant	4.00	150.00	600.00	
Totals	4.00		600.00	
Total Labor				600.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	600.00	10,886.00	11,486.00	
Limit			17,500.00	
Remaining			6,014.00	
			Total Due:	\$600.00

Billings to Date

	Current	Prior	Total
Labor	600.00	10,886.00	11,486.00
Totals	600.00	10,886.00	11,486.00

Project	001036.000	235-008.00_SWTP pH Evaluation	Invoice	1036.004
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Billing Backup

Monday, January 15, 2024

CHA Consulting, Inc.

Invoice 1036.004 Dated 1/15/2024

11:50:31 AM

Project	001036.000	SWTP pH Evaluation
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Professional Personnel

			Hours	Rate	Amount	
Engineer 6						
08426	Facey, Bryant	11/29/2023	1.00	150.00	150.00	
	project correspondence, status					
08426	Facey, Bryant	11/30/2023	1.00	150.00	150.00	
	project correspondence, closeout					
08426	Facey, Bryant	12/18/2023	.50	150.00	75.00	
	project correspondence, status					
08426	Facey, Bryant	1/8/2024	1.50	150.00	225.00	
	project correspondence, status, closeout review					
	Totals		4.00		600.00	
	Total Labor					600.00
				Total this Project		\$600.00
				Total this Report		\$600.00

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc. | Account #: 4011254230 - ABA #: 021313103
Supporting remittance information should be sent via email to remittances@chasolutions.com

PO BOX 845746 | Boston, MA 02284-5746 | Worksource - 845746 | T: (518) 453-4500 | F: (518) 458-1735
CHASOLUTIONS.COM

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 14

FEBRUARY 20, 2024

CONSENT AGENDA

**INVOICE FROM HINTERLAND GROUP, INC. – PINE RIDGE PARK UTILITY
IMPROVEMENTS**

Please find attached invoice in the amounts of \$121,858.97 submitted by Hinterland Group, Inc. Staff is aware of the work currently being done by Hinterland Group, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$5,143,000.00
Jul-22	Change Order #1		-\$712,125.05		\$4,430,874.95
Oct-22	1	Oct-22		\$110,913.06	\$4,319,961.89
Dec-22	2	Dec-22		\$478,757.06	\$3,841,204.83
Jan-23	3	Jan-23		\$280,563.22	\$3,560,641.61
Feb-23	4	Feb-23		\$231,874.10	\$3,328,767.51
Mar-23	5	Mar-23		\$330,737.75	\$2,998,029.76
Mar-23	6	Mar-23		\$403,728.72	\$2,594,301.04
Apr-23	7	Apr-23		\$323,735.44	\$2,270,565.60
Jun-23	8	Jun-23		\$71,522.68	\$2,199,042.92
Jun-23	Change Order #2		\$818,942.62		\$3,017,985.54
Aug-23	Change Order #3		-\$150,274.26		\$2,867,710.28
Aug-23	9	Aug-23		\$175,633.19	\$2,692,077.09
Aug-23	10	Aug-23		\$52,983.35	\$2,639,093.74
Oct-23	11	Oct-23		\$244,524.16	\$2,394,569.58
Nov-23	12	Nov-23		\$427,149.64	\$1,967,419.94
Dec-23	13	Dec-23		\$337,045.37	\$1,630,374.57
Jan-24	14	Jan-24		\$186,081.54	\$1,444,293.03
Feb-24	15		\$121,858.97		\$1,322,434.06

Staff recommends approval of these invoice in the amounts of \$121,858.97 to Hinterland Group, Inc.



February 8, 2024
235-006.03

(Sent via email to jhayford@ouafl.com)

Mr. John Hayford, P.E.
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, FL 34974-4221

Dear Mr. Hayford:

Reference: Application and Certificate for Payment No. 15
Pine Ridge Park Utility System Improvements

Enclosed is revised Payment Application and Certificate No. 15 for the above referenced project from Hinterland Group, Inc. **We recommend funding the requested hard cost amount of \$121,858.97 as payment for work completed from January 9, 2024, through February 2, 2024.** The work for which payment is being requested includes:

1. Partial Payment of 10% of Line Item 6- NPDES General Construction Permit Compliance
2. Partial Payment of 10% of Line Item 10C- Building Shell.
3. Partial Payment of 75% of Line Item 10D- Finish Roofing.
4. Partial Payment of 37.5% of Line Item 10F- Overhead Crane.
5. Partial Payment of 5% of Line Item 10Q- Labor and Supervision for installation and general site work.
6. Partial Payment of Change Order #02 addition of all sanitary sewer connections from R/W to Customer Tie-In. A total of 7 connections were made during this pay period.
7. Credit of Stored Materials for Line Items 10F as provided in the stored materials summary table.

Please review the enclosed documents and if they meet your approval, please forward the Payment Application and Certificate documents to your Board for approval. Following Board approval, provide notice and/or copy of the enclosed Payment Application and Certificate to Hinterland Group with their payment.

If you have any questions or require additional information pertaining to the payment recommendation or the project status in general, please do not hesitate to contact me.

Sincerely,

Douglas K. Hammann, P.E.

Encl.

V:\Projects\CSFL122\Y\Documents\Okeechobee\235-006.03 Pine Ridge Park Utility Improvements - SDC\Pay Requests\Pay App #15\Pay App #15.docx

**PAYMENT APPLICATION AND CERTIFICATE
SIGNATURE PAGE**

APPLICATION NUMBER 15

DATE	<u>February 8, 2023</u>	PROJECT NUMBER	<u>235-006.03</u>
PERIOD FROM	<u>January 9, 2024</u>	TO	<u>February 2, 2024</u>
PROJECT NAME	<u>Pine Ridge Park Utility Improvements</u>		
CONTRACTOR	<u>Hinterland Group, Inc.</u>		

The Contractor is due the payment in the amount shown on the succeeding pages as payment for work completed in accordance with the provisions of the contract.

CHA Consulting, Inc. _____	Date _____
Owner _____	Date _____
_____	Date _____

ACKNOWLEDGMENT OF PAYMENT

We have received payment in the amount indicated on the Application and Certificate.

Contractor Hinterland Group, Inc.

Address 2051 W Blue Heron Blvd, Riviera Beach, FL 33404

By Mr. Chase Rogers

Title: Project Manager

PLEASE SIGN AND RETURN ONE COPY OF THIS ACKNOWLEDGMENT TO THE ENGINEER.



Signature

Date _____

PAYMENT APPLICATION AND CERTIFICATE

Date: _____ Project No: _____

Application No: _____ Period From _____ To _____

Project: _____

To Owner: _____

From Contractor: _____

Thru Engineer: _____

- 1. Original Contract Sum. \$ _____
- 2. Approved Contract Modifications. \$ _____
- 3. Contract Modifications Approved This Period
(List Contract Modification Numbers _____
And attach copies of Contract Modifications). \$ _____
- 4. Revised Contract Amount (Sum of Lines 1 & 2). \$ _____
- 5. Total Value of Work completed to Date. \$ _____
- 6. Less Amount Retained (_____ %). \$ _____
- 7. Subtotal (Line 5 - Line 6). \$ _____
- 8. Less Previous Certificates for Payment. \$ _____
(Line 7 from previous application)
- 9. Current Payment Due (Line 7 - Line 8). \$ _____
- 10. Balance to Finish Plus Retainage (Line 4 - Line 7). \$ _____
- 11. Percent Project Complete (_____ %)

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies:

- 1. The Work covered by this Application for Payment has been completed in accordance with the Contract Documents.
- 2. All previous progress payments received from the OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of the CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 9 thru 1/5/2024 inclusive.
- 3. Title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to the OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by bond acceptable to the OWNER).

Josh Ramirez

Contractor

2/6/2024

Date

Payment of the amount in
Line 9 is recommended.

Project Representative

Date

TO OWNER: **OKEECHOBEE UTILITY AUTHORITY**

PROJECT: **PINE RIDGE PARK UTILITY IMPROVEMENTS**

APPLICATION NO: **15**

APPLICATION DATE: **February 2, 2024**

PERIOD FROM: **January 9, 2024**

PERIOD TO: **February 2, 2024**

REVISION:

CONTRACT NO.: **235-006.03**

CONTRACTOR NO.: **22-0039-00**

FROM CONTRACTOR:

**Hinterland Group, Inc.
2051 W Blue Heron Blvd.
Riviera Beach, FL 33404**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>5,143,000.00</u>
2. Net change by Change Orders	\$	<u>(43,456.66)</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>5,099,543.34</u>
4. TOTAL COMPLETED & STORED TO DATE:	\$	<u>3,975,904.51</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	<u>175,991.61</u>
(Column D + E on G703)		
b. <u>5</u> % of Stored Material	\$	<u>22,803.62</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	<u>198,795.23</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>\$3,777,109.28</u>
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	<u>3,655,250.31</u>
8. CURRENT PAYMENT DUE	\$	<u>121,858.97</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	<u>1,322,434.06</u>
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$818,942.65	\$862,399.31
Total approved this Month	\$0.00	0.00
TOTALS	\$818,942.65	\$862,399.31
NET CHANGES by Change Order	(\$43,456.66)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: HINTERLAND GROUP, INC.

By: [Signature] Date: 2/6/2024
Josh Ramirez, Project Manager

State of: Florida

County of: Palm Beach

Subscribed and sworn to before me this

Notary Public:

[Signature]

My Commission expires:



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner, that to the best of the Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

AMOUNT CERTIFIED . . . \$ _____

Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

ENGINEER/ARCHITECT:

By: [Signature] Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SCHEDULE OF VALUES

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

CONTRACT: 235-006.03
PROJECT TITLE: PINE RIDGE PARK UTILITY IMPROVEMENTS

APPLICATION NO: 15
APPLICATION DATE: 2/2/2024
PERIOD TO: 2/2/2024
PROJECT NO.: 235-006.03
CONTRACT NO.: 22-0039-00

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	FDOT PAY ITEM NO.	B DESCRIPTION OF WORK ITEM	C QTY	D UNIT	E UNIT PRICE	F SCHEDULED VALUE TOTAL	G WORK COMPLETED FROM PREVIOUS APPL		H WORK COMPLETED THIS PERIOD		I QTY TO DATE	J MATERIALS PRESENTLY STORED (NOT IN G OR H)	K TOTAL COMPLETED AND STORED TO DATE (G+H+I)	L BALANCE TO FINISH (F - K)	M TOTAL RETAINAGE 5.00%	
							QTY	AMOUNT (G + H)	QTY	AMOUNT						
GENERAL																
1		Mobilization	1	LS	\$ 316,000.00	\$316,000.00	0.950	\$300,200.00		\$0.00	0.95	\$0.00	\$300,200.00	95%	\$15,800.00	\$15,010.00
2		Indemnification	1	LS	\$ 51,500.00	\$51,500.00	1.000	\$51,500.00		\$0.00	1	\$0.00	\$51,500.00	100%	\$0.00	\$2,575.00
3		As-Built Record Drawings	1	LS	\$ 34,200.00	\$34,200.00	0.850	\$29,070.00		\$0.00	0.85	\$0.00	\$29,070.00	85%	\$5,130.00	\$1,453.50
4		Maintenance of Traffic	1	LS	\$ 34,200.00	\$34,200.00	0.950	\$32,490.00		\$0.00	0.95	\$0.00	\$32,490.00	95%	\$1,710.00	\$1,624.50
5		Existing Utility Location/ Identification	1	LS	\$ 10,260.00	\$10,260.00	1.000	\$10,260.00		\$0.00	1	\$0.00	\$10,260.00	100%	\$0.00	\$513.00
6		NPDES General Construction Permit Compliance	1	LS	\$ 10,260.00	\$10,260.00	0.970	\$9,952.20	0.01	\$102.60	0.98	\$0.00	\$10,054.80	98%	\$205.20	\$502.74
SANITARY SYSTEM																
7a		Furnish and install SDR 21 PVC vacuum main, complete - 4 inch	8100.00	LF	\$46.46	\$376,326.00	8100.000	\$376,326.00		\$0.00	8100	\$0.00	\$376,326.00	100%	\$0.00	\$18,816.30
7b		Furnish and install SDR 21 PVC vacuum main, complete - 6 inch	1900.00	LF	\$57.35	\$108,965.00	1900.000	\$108,965.00		\$0.00	1900	\$0.00	\$108,965.00	100%	\$0.00	\$5,448.25
7c		Furnish and install SDR 21 PVC vacuum main, complete - 8 inch	600.00	LF	\$79.80	\$47,880.00	600.000	\$47,880.00		\$0.00	600	\$0.00	\$47,880.00	100%	\$0.00	\$2,394.00
8a		Furnish and install division valves and boxes, complete - 4-inch	12.00	EA	\$ 2,115.00	\$25,380.00	12.000	\$25,380.00		\$0.00	12	\$0.00	\$25,380.00	100%	\$0.00	\$1,269.00
8b		Furnish and install division valves and boxes, complete - 6-inch	5.00	EA	\$ 2,360.00	\$11,800.00	5.000	\$11,800.00		\$0.00	5	\$0.00	\$11,800.00	100%	\$0.00	\$590.00
8c		Furnish and install division valves and boxes, complete - 8-inch	1.00	EA	\$ 3,741.00	\$3,741.00	1.000	\$3,741.00		\$0.00	1	\$0.00	\$3,741.00	100%	\$0.00	\$187.05
9a		Furnish and install vacuum collection pit assemblies, complete - Type "A" Adjacent to main	34	EA	\$ 8,800.00	\$ 299,200.00	34	\$299,200.00		\$0.00	34	\$0.00	\$299,200.00	100%	\$0.00	\$14,960.00
9b		Furnish and install vacuum collection pit assemblies, complete - Type "A" Across from main	7	EA	\$ 9,575.00	\$ 67,025.00	7	\$67,025.00		\$0.00	7	\$0.00	\$67,025.00	100%	\$0.00	\$3,351.25
9c		Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	11	EA	\$ 10,035.00	\$ 110,385.00	11	\$110,385.00		\$0.00	11	\$0.00	\$110,385.00	100%	\$0.00	\$5,519.25
9d		Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	3	EA	\$ 10,260.00	\$ 30,780.00	3	\$30,780.00		\$0.00	3	\$0.00	\$30,780.00	100%	\$0.00	\$1,539.00
Furnish and install vacuum pump station with equipment, complete																
10a		Mobilization	1	LS	\$ 50,140.00	\$50,140.00	1	\$50,140.00		\$0.00	1	\$0.00	\$50,140.00	100%	\$0.00	\$2,507.00
10b		Underground Building Section Excavation and Dewatering	1	LS	\$ 65,000.00	\$65,000.00	1	\$65,000.00		\$0.00	1	\$0.00	\$65,000.00	100%	\$0.00	\$3,250.00
10c		Building Shell	1	LS	\$ 340,000.00	\$340,000.00	0.8	\$272,000.00	0.2	\$68,000.00	1	\$0.00	\$340,000.00	100%	\$0.00	\$17,000.00
10d		Finish Roofing	1	LS	\$ 35,000.00	\$35,000.00		\$0.00	0.75	\$28,250.00	0.75	\$0.00	\$26,250.00	75%	\$8,750.00	\$1,312.50
10e		Gutters	1	LS	\$ 12,000.00	\$12,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$12,000.00	\$0.00
10f		Overhead Crane	1	LS	\$ 40,000.00	\$40,000.00	0.375	\$15,000.00	0.375	\$15,000.00	0.75	\$0.00	\$30,000.00	75%	\$10,000.00	\$1,500.00
		Generator (Furnish Only)	1	LS	\$ 125,000.00	\$125,000.00		\$0.00	0	\$0.00	0	\$0.00	\$0.00	0%	\$125,000.00	\$0.00
10g		Electrical	1	LS	\$ 235,000.00	\$235,000.00	0.9	\$211,500.00		\$0.00	0.9	\$0.00	\$211,500.00	90%	\$23,500.00	\$10,575.00
10h		Flovac System (Furnish Only)	1	LS	\$ 481,000.00	\$481,000.00		\$0.00		\$0.00	0	\$337,500.00	\$337,500.00	70%	\$143,500.00	\$16,875.00
10i		Piping Material (Furnish Only)	1	LS	\$ 45,000.00	\$45,000.00		\$0.00		\$0.00	0	\$35,027.52	\$35,027.52	78%	\$9,972.48	\$1,751.38
10j		Stucco and Paint Finish	1	LS	\$ 55,000.00	\$55,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$55,000.00	\$0.00
10k		HVAC	1	LS	\$ 35,000.00	\$35,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$35,000.00	\$0.00
10l		Louvers and Metalwork	1	LS	\$ 45,000.00	\$45,000.00	0.5	\$22,500.00		\$0.00	0.5	\$0.00	\$22,500.00	50%	\$22,500.00	\$1,125.00
10m		Order Control	1	LS	\$ 15,000.00	\$15,000.00	0.75	\$11,250.00		\$0.00	0.75	\$0.00	\$11,250.00	75%	\$3,750.00	\$62.50
10n		General Plumbing	1	LS	\$ 12,000.00	\$12,000.00	0.5	\$6,000.00		\$0.00	0.5	\$2,263.87	\$8,263.87	69%	\$3,736.13	\$413.19
10o		Bathroom	1	LS	\$ 15,000.00	\$15,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$15,000.00	\$0.00
10p		Doors	1	LS	\$ 25,000.00	\$25,000.00	0.35	\$8,750.00		\$0.00	0.35	\$13,202.40	\$21,952.40	88%	\$3,047.60	\$1,097.62
10q		Labor and Supervision for installation and General Site Work	1	LS	\$ 125,000.00	\$125,000.00	0.85	\$106,250.00	0.05	\$6,250.00	0.9	\$0.00	\$112,500.00	90%	\$12,500.00	\$5,625.00
OUA Vacuum Building Breakdown Total																
11		Abandon septic tanks, complete	111	EA	\$ 1,370.00	\$152,070.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$152,070.00	\$0.00
12		Abandon manholes, complete	7	EA	\$ 1,940.00	\$13,580.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$13,580.00	\$0.00
13		Furnish and install Sanitary Service Connections (R/W to Customer Tie-In), complete	111	EA	\$ 3,085.00	\$342,435.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$342,435.00	\$0.00
14		Grout and Abandon Sanitary Sewer Pipe, complete	450	LF	\$ 15.50	\$6,975.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$6,975.00	\$0.00
WATER SYSTEM																
15a		Furnish and install C900 DR 18 PVC water main, complete - 6-inch	1,350	LF	\$ 37.40	\$50,490.00	1310	\$48,994.00		\$0.00	1310	\$0.00	\$48,994.00	97%	\$1,496.00	\$2,449.70
15b		Furnish and install C900 DR 18 PVC water main, complete - 8-inch	1,370	LF	\$ 50.10	\$68,637.00	1264	\$63,326.40		\$0.00	1264	\$0.00	\$63,326.40	92%	\$5,310.60	\$3,166.32
16a		Furnish and install SDR 11 HDPE water main, complete - 2-inch	3,460	LF	\$ 19.70	\$68,162.00	3460	\$68,162.00		\$0.00	3460	\$0.00	\$68,162.00	100%	\$0.00	\$3,408.10
17a		Furnish and install gate valves and boxes, complete 6"	12	EA	\$ 2,540.00	\$30,480.00	12	\$30,480.00		\$0.00	12	\$0.00	\$30,480.00	100%	\$0.00	\$1,524.00
17b		Furnish and install gate valves and boxes, complete 8"	5	EA	\$ 3,340.00	\$16,700.00	5	\$16,700.00		\$0.00	5	\$0.00	\$16,700.00	100%	\$0.00	\$835.00
18a		Furnish, install, and remove sample points, complete, inclusive of bacteriological testing, complete - On Main	13	EA	\$ 1,150.00	\$14,950.00	13	\$14,950.00		\$0.00	13	\$0.00	\$14,950.00	100%	\$0.00	\$747.50
18b		Furnish, install, and remove sample points, complete, inclusive of bacteriological testing, complete - On Fire Hydrant	4	EA	\$ 1,150.00	\$4,600.00	4	\$4,600.00		\$0.00	4	\$0.00	\$4,600.00	100%	\$0.00	\$230.00
19		Furnish and install fire hydrant assemblies, complete	5	EA	\$ 9,300.00	\$46,500.00	5	\$46,500.00		\$0.00	5	\$0.00	\$46,500.00	100%	\$0.00	\$2,325.00
20a		Furnish and install single water service with angle stop and meter box (adjacent), complete	4	EA	\$ 1,000.00	\$4,000.00	4	\$4,000.00		\$0.00	4	\$0.00	\$4,000.00	100%	\$0.00	\$200.00
20b		Furnish and install single water service with angle stop and meter box (opposite), complete	4	EA	\$ 1,800.00	\$7,200.00	4	\$7,200.00		\$0.00	4	\$0.00	\$7,200.00	100%	\$0.00	\$360.00
20c		Furnish and install double water service with two (2) angle stops and meter boxes (adjacent), complete	24	EA	\$ 1,600.00	\$38,400.00	24	\$38,400.00		\$0.00	24	\$0.00	\$38,400.00	100%	\$0.00	\$1,920.00
20d		Furnish and install double water service with two (2) angle stops and meter boxes (opposite), complete	24	EA	\$ 2,730.00	\$65,520.00	24	\$65,520.00		\$0.00	24	\$0.00	\$65,520.00	100%	\$0.00	\$3,276.00
21		Furnish and Install Water Service Connections (R/W to Customer Tie-In), complete	131	EA	\$ 1,460.00	\$191,260.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$191,260.00	\$0.00

SCHEDULE OF VALUES

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

CONTRACT: 235-006.03
PROJECT TITLE: PINE RIDGE PARK UTILITY IMPROVEMENTS

APPLICATION NO: 15
APPLICATION DATE: 2/2/2024
PERIOD TO: 2/2/2024
PROJECT NO.: 235-006.03
CONTRACT NO.: 22-0039-00

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B FDOT PAY ITEM NO.	C DESCRIPTION OF WORK ITEM	D QTY	E UNIT	F UNIT PRICE	G SCHEDULED VALUE TOTAL	H WORK COMPLETED FROM PREVIOUS APPL		I WORK COMPLETED THIS PERIOD		J MATERIALS PRESENTLY STORED (NOT IN G OR H)	K TOTAL COMPLETED AND STORED TO DATE (G+H+I)	L % (K - F)	M BALANCE TO FINISH (F - K)	N TOTAL RETAINAGE 5.00%
							QTY	AMOUNT (G + H)	QTY	AMOUNT					
							QTY TO DATE		QTY TO DATE						
22		Disconnect wells, complete	104	EA	\$ 185.00	\$19,240.00		\$0.00		\$0.00	0	\$0.00	0%	\$19,240.00	\$0.00
23		Furnish and install ductile iron compact fittings with reaction blocking or thrust restraints, complete	1.5	TN	\$ 18,200.00	\$27,300.00	1.4	\$25,480.00		\$0.00	1.4	\$0.00	93%	\$1,820.00	\$1,274.00
24		Grout and Abandon Water Main Pipe, complete	310	LF	\$ 15.50	\$4,805.00		\$0.00		\$0.00	0	\$0.00	0%	\$4,805.00	\$0.00
RESTORATION															
25		Furnish and place sod, complete	11,000	LF	\$ 2.85	\$31,350.00	11000	\$31,350.00		\$0.00	11000	\$0.00	100%	\$0.00	\$1,567.50
26		Asphaltic Driveways, complete	330	SY	\$ 57.00	\$18,810.00	133	\$7,581.00		\$0.00	133	\$0.00	40%	\$11,229.00	\$379.05
27		Concrete Driveways, complete	1,840	SY	\$ 74.10	\$136,344.00	1466.78	\$108,688.40		\$0.00	1466.78	\$0.00	80%	\$27,655.60	\$5,434.42
28		Gravel Driveways, complete	1,200	SY	\$ 22.80	\$27,360.00	814	\$18,559.20		\$0.00	814	\$0.00	68%	\$8,800.80	\$927.96
29		Asphalt Road Patch, complete	1,850	SY	\$ 25.30	\$46,805.00	1850	\$46,805.00		\$0.00	1850	\$0.00	100%	\$0.00	\$2,340.25
30		Headwall Replacement, complete	7	EA	\$ 855.00	\$5,985.00		\$0.00		\$0.00	0	\$0.00	0%	\$5,985.00	\$0.00
31		Pavement Markings/Restoration Allowance	1	LS	\$ 10,000.00	\$10,000.00		\$0.00		\$0.00	0	\$0.00	0%	\$10,000.00	\$0.00
32		Miscellaneous Work Allowance	1	LS	\$ 400,000.00	\$400,000.00	29.50%	\$117,983.94		\$0.00	0.29495985	\$0.00	29%	\$282,016.06	\$5,899.20
Change Orders															
CO#1 -1		Removal of all septic tank abandonments. This affects Bid Item No. 11	1.00	LS	-\$152,070.00	-\$152,070.00		\$0.00		\$0.00	0	\$0.00	0%	-\$152,070.00	\$0.00
CO#1 -2		Removal of all sanitary sewer connections form R/W to customer tie-in. This affects Bid Item No.13.	1.00	LS	-\$342,435.00	-\$342,435.00		\$0.00		\$0.00	0	\$0.00	0%	-\$342,435.00	\$0.00
CO#1 -3		Removal of all water service connections form R/W to customer tie-in. This affects Bid Item No. 21	1.00	LS	-\$191,260.00	-\$191,260.00		\$0.00		\$0.00	0	\$0.00	0%	-\$191,260.00	\$0.00
CO#1 -4		Removal of all well disconnections. This affects Bid Item No. 22.	1.00	LS	-\$19,240.00	-\$19,240.00		\$0.00		\$0.00	0	\$0.00	0%	-\$19,240.00	\$0.00
CO#1 -5		Reduction of Bid Items No. 1 through 6 as a result of work being removed in items 1 through 5 above.	1.00	LS	-\$7,120.05	-\$7,120.05		\$0.00		\$0.00	0	\$0.00	0%	-\$7,120.05	\$0.00
CO#2 -1		Addition of Bid Items No. 1 though 6 as a result of work being added in items 2 through 5 below.	1.00	LS	\$7,120.05	\$7,120.05	1	\$7,120.05		\$0.00	1	\$0.00	100%	\$0.00	\$356.00
CO#2 -2		Addition of all septic tank abandonments. This affects Bid Item No. 11	111.00	EA	\$1,370.00	\$152,070.00		\$0.00		\$0.00	0	\$0.00	0%	\$152,070.00	\$0.00
CO#2 -3		Addition of all sanitary sewer connections form R/W to customer tie-in. This affects Bid Item No.13.	111.00	EA	\$3,702.00	\$410,922.00	45	\$166,590.00	7	\$25,914.00	52	\$68,078.53	63%	\$150,339.47	\$13,029.13
CO#2 -4		Addition of all water service connections form R/W to customer tie-in. This affects Bid Item No. 21	131.00	EA	\$1,752.60	\$229,590.60	89	\$155,981.40		\$0.00	89	\$0.00	68%	\$73,609.20	\$7,799.07
CO#2 -5		Addition of all well disconnections. This affects Bid Item No. 22.	104.00	EA	\$185.00	\$19,240.00		\$0.00		\$0.00	0	\$0.00	0%	\$19,240.00	\$0.00
CO#3		Deductive Change Order for Generator	1.00	LS	-\$150,274.26	-\$150,274.26		\$0.00		\$0.00		\$0.00	0%	\$150,274.26	\$0.00
TOTAL						\$5,099,543.34		\$3,378,315.59		\$141,516.60		\$456,072.32		\$3,975,904.51	\$1,273,913.09
BID ALTERNATE ITEMS															
1A		Furnish and install 2-inch HDPE water main via directional drill, inclusive of all fittings, transition pieces, appurtenances; set up, mobilization, and demobilization	3,460	LF	\$ 17.20	\$59,512.00		\$0.00		\$0.00	0	\$0.00	0%	\$59,512.00	\$0.00
2A-a		Furnish and install single water service with angle stop and meter box (adjacent), complete	4	EA	\$ 1,120.00	\$4,480.00		\$0.00		\$0.00	0	\$0.00	0%	\$4,480.00	\$0.00
2A-b		Furnish and install single water service with angle stop and meter box (opposite), complete	4	EA	\$ 1,915.00	\$7,660.00		\$0.00		\$0.00	0	\$0.00	0%	\$7,660.00	\$0.00
2A-c		Furnish and install double water service with two (2) angle stops and meter boxes (adjacent), complete	24	EA	\$ 1,710.00	\$41,040.00		\$0.00		\$0.00	0	\$0.00	0%	\$41,040.00	\$0.00
2A-d		Furnish and install double water service with two (2) angle stops and meter boxes (opposite), complete	24	EA	\$ 2,845.00	\$68,280.00		\$0.00		\$0.00	0	\$0.00	0%	\$68,280.00	\$0.00
3A		Deductive Alternate for providing an Alternate Generator System/ Manufacturer meeting the requirements of specifications Section 16204T. (Value accounted for under G702)	1	LS	\$ 150,274.26	\$150,274.26		\$0.00		\$0.00	0	\$0.00	0%	\$150,274.26	\$0.00

Stored Materials Summary

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 15
 APPLICATION DATE: 2/2/2024
 PERIOD TO: 2/2/2024
 PROJECT NO.: 235-006.03
 CONTRACT NO.: 22-0039-00

A		B	C	D	E
Item No.	Supplier Invoice No.	Description of Materials or Equipment Stored	Amount Previously Stored (\$)	Amount Stored this Month (\$)	Amount Completed and Stored to Date (C + D)
7b	68004	6" PVC Pipe SDR-21	\$ -	\$ -	\$ -
7c	68004	8" PVC Pipe SDR-21	\$ -	\$ -	\$ -
9a	619	28 Type A valve pits	\$ -	\$ -	\$ -
9b	630	28 Type A valve pits	\$ -	\$ -	\$ -
10h	619, Inv-0739	50% Upon receipt of approved shop drawings at release for production and Deliver of Materials	\$ 337,500.00		\$ 337,500.00
9c	7730669	6x4" PVC IPS Vaccum WYE, 4" PVC Vacuum 45 degree bend, 4" PVC IPS Vacuum WYE.	\$ -	\$ -	\$ -
CO#2 -Line Items 3 and 4		Project Material Deposit	\$ 68,078.53	\$ -	\$ 68,078.53
10n	8046417	304 S.S. Pipe for Odor Control	\$ 2,263.87	\$ -	\$ 2,263.87
10f	INV104887	Overhead Crane	\$ 28,244.00	\$ (28,244.00)	\$ -
10i	6428934	Pipe Material inside Pump Station	\$ 35,027.52		\$ 35,027.52
10p	12340338	Aluminum Doors	\$ 21,952.40		\$ 21,952.40
					\$ -
Totals			\$ 493,066.32	\$ (28,244.00)	\$ 464,822.32

FINAL RELEASE OF LIEN

The undersigned lienor, in consideration of the total payment in the amount of \$52,465.00.
hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished
and that all work has been completed. This constitutes a Final Release of Lien.

Property: Pine Ridge Park Utility System Improvements

Contractors Job: 22-0039-00

Engineer's/Owner Project 235-006.01

Dated on this 23rd day of January, 2024.

Vest Concrete Contractors, Inc.
(Lienor's Name)

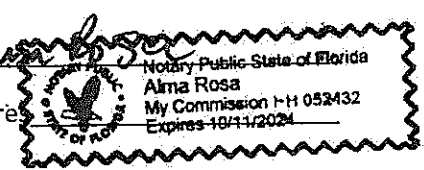
Jeff Vest
(Signature)

Jeff Vest PRESIDENT
(Print Name & Title of Person Executing on Behalf of Lienor)

STATE OF Florida

COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization this 24th day of January 2024 by Jeff Vest
who is personally known to me or has produced a
as identification.

Notary Public Alma Rosa
My Commission Expires 10/11/2024


RECEIVED
JAN 25 2024
BY: _____

FINAL RELEASE OF LIEN

The undersigned lienor, in consideration of the total payment in the amount of \$10,262.64, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished and that all work has been completed. This constitutes a Final Release of Lien.

Property: Pine Ridge Park Utility System Improvements

Contractors Job: 22-0039-00

Engineer's/Owner Project #235-006.01

Dated on this 23rd day of January, 2024.

Maschmeyer Concrete Company of Florida
(Lienor's Name)

Hilary Holdman
(Signature)

Hilary Holdman
(Print Name & Title of Person Executing on Behalf of Lienor)

STATE OF Florida

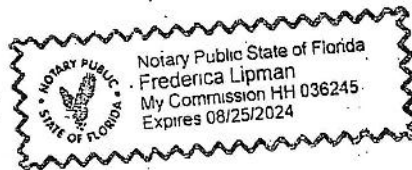
COUNTY OF Palm Beach

This waiver and release of lien is effective only upon actual receipt and clearance of funds in payment for the materials and services furnished.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24 day of January 2024 by Hilary Holdman who is personally known to me or has produced a as identification.

Notary Public Frederica Lipman

Frederica Lipman



My Commission Expires 08/25/2024

PARTIAL RELEASE OF LIEN

The undersigned lienor, in consideration of the total payment in the amount of \$37,905.00.

Hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through: 12-13-23

For the following project: Pine Ridge Park Utility System Improvements

Contractors Job #/Name: 22-0039-00

Engineer's/Owner Project: 235-006.01

Dated on this 3rd day of January, 2024.

Vest Concrete Contractors, Inc.

(Lienor's Name)

(Signature)

(Print Name & Title of Person Executing on Behalf of Lienor)

STATE OF

Florida

COUNTY OF

Okeechobee

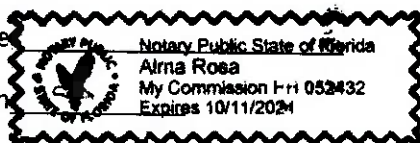
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5th day of January, 2024 by JEFF VEST who is personally known to me or has produced a as identification

Notary Public

Alma Rosa

My Commission Expires

Provided Identification



PARTIAL RELEASE OF LIEN

The undersigned lienor, in consideration of the total payment in the amount of \$22,337.54.

Hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through: 11-29-23

For the following project: Pine Ridge Park Utility System Improvements

Contractors Job #/Name: 22-0039-00

Engineer's/Owner Project: 235-006.01

Dated on this 22nd day of December, 2023.

Wind River Environmental, LLC

(Lienor's Name)

[Signature]
(Signature)

Anthony Strong, Controller
(Print Name & Title of Person Executing on Behalf of Lienor)

STATE OF Massachusetts

COUNTY OF Middlesex

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17th day of January, 2024 by Anthony Strong who is personally known to me or has produced a _____ as identification.

Notary Public [Signature]

My Commission Expires May 20, 2027

Provided Identification Massachusetts License



PARTIAL RELEASE OF LIEN

The undersigned lienor, in consideration of the total payment in the amount of \$26,804.08.

Hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through: 12/29/23

For the following project: Pine Ridge Park Utility System Improvements

Contractors Job #/Name: 22-0039-00

Engineer's/Owner Project: 235-006.01

Dated on this 30th day of January, 2024.

Wind River Environmental, LLC

(Lienor's Name)

(Signature)

Carlos Ayala OPS MANAGER
(Print Name & Title of Person Executing on Behalf of Lienor)

STATE OF Florida

COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization this 30th day of January, 2024 by Carlos Ayala who is personally known to me or has produced a [] _____ as identification.

Notary Public Tori Warner

My Commission Expires 10/11/27

Provided Identification _____



TORI WARNER
Notary Public
State of Florida
Comm# HH431374
Expires 10/11/2027

PARTIAL RELEASE OF LIEN

The undersigned lienor, in consideration of the total payment in the amount of \$61,611.72.

Hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through: 12-06-24

For the following project: Pine Ridge Park Utility System Improvements

Contractors Job #/Name: 22-0039-00

Engineer's/Owner Project: 235-006.01

Dated on this 12th day of January, 2024.

ACE&M

(Lienor's Name)

David Sanders
(Signature)

[Signature]
(Print Name & Title of Person Executing on Behalf of Lienor)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 12th day of January, 2024 by _____, who is personally known to me or has produced a [] _____ as identification.

Notary Public Beth Marikos

My Commission Expires _____

Provided Identification _____



PARTIAL RELEASE OF LIEN

The undersigned lienor, in consideration of the total payment in the amount of \$13,244.00.

Hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through: 12-11-23

For the following project: Pine Ridge Park Utility System Improvements

Contractors Job #/Name: 22-0039-00

Engineer's/Owner Project: #235-006.01

Dated on this ^{24th}~~23rd~~ day of January, 2024.

J Herbert Corporation

(Lienor's Name)

Dawn Heid
(Signature)

Dawn Heid, Account Manager
(Print Name & Title of Person Executing on Behalf of Lienor)

STATE OF Florida

COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 24th day of January, 2024 by Dawn Heid who is personally known to me or has produced a [] as identification.

Notary Public Charlene L. Khan

My Commission Expires 7/20/24

Provided Identification _____



Charlene L. Khan
Comm. #HH021311
Expires: July 20, 2024
Bonded Thru Aaron Notary

PARTIAL RELEASE OF LIEN

The undersigned lienor, in consideration of the total payment in the amount of \$31,032.80.

Hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished

through: 11-28-23

For the following project: Pine Ridge Park Utility System Improvements

Contractors Job #/Name: 22-0039-00

Engineer's/Owner Project: 235-006.01

Dated on this 22nd day of December, 2023.

Streamline Paving, Inc.

(Lienor's Name)

Ashlyn Padgett
(Signature)

Ashlyn Padgett
(Print Name & Title of Person Executing on Behalf of Lienor)

STATE OF FL

COUNTY OF PBC

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 22nd day of JAN, 2024 by Ashlyn Padgett who is personally known to me [] or has produced a KI FL DL as identification.

Notary Public Beth Marikos

My Commission Expires _____

Provided Identification _____





Monthly Project Status Update – January 2024

Project Name: Pine Ridge Park Utility Improvements

Project No.: 235-006.03

Client: Okeechobee Utility Authority

Client’s Project Manager: John Hayford, P.E.

Engineer’s Project Manager: Douglas Hammann, P.E.

Contractor: Hinterland Group, Inc.

Contractor’s Project Manager: Joshua Ramirez

Work completed this month:

- Contractor shop drawing review.
- Contractor continues their MOT setup.
- CHA Consulting, Inc. conducted several onsite visits of Vacuum Pump Station construction with Hinterland Group, Inc. to conduct Special Inspections.
- Contractor continued work on Vacuum Pump Station site to include the delivery of Flovac equipment and installation to equipment pads within the building, delivery of the generator and installed to generator pad, began the installation of the Bridge Crane, and partial installation of the roof.
- Contractor continued the customer connections for the project for sewer connections.

Project Schedule Status:

Notice to Proceed (NTP)	June 21, 2022
Original Contract Date of Substantial Completion (425 days)	August 19, 2023
Original Contract Date of Final Completion (455 days)	September 18, 2023
Revised Contract Date of Substantial Completion (606 days)	February 16, 2024
Revised Contract Date of Final Completion (636 days)	March 18, 2024
Days Since NTP	597
Days Remaining until Substantial Completion	8
Percent of Days Remaining	1%

Project Financial Status:

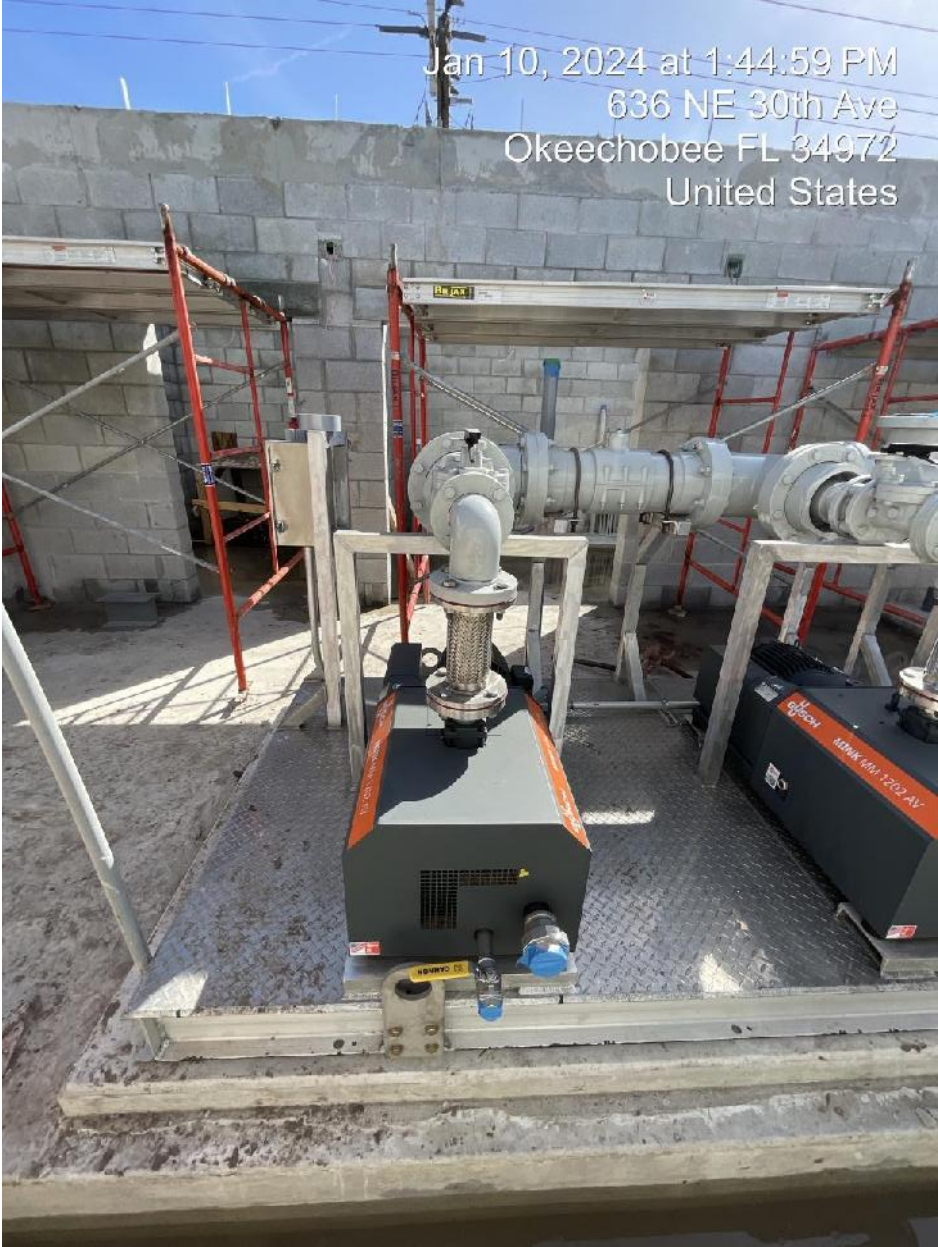
Contractor’s Payment Applications

Pay App. No.	Payment Amount	Contract Amount	Remaining	Percent Complete
15	\$121,858.97	\$5,099,543.34 ¹	\$1,322,434.06	77.97% ²

¹ Per Change Order No. 3

²Total Work Completed To Date plus Retainage.









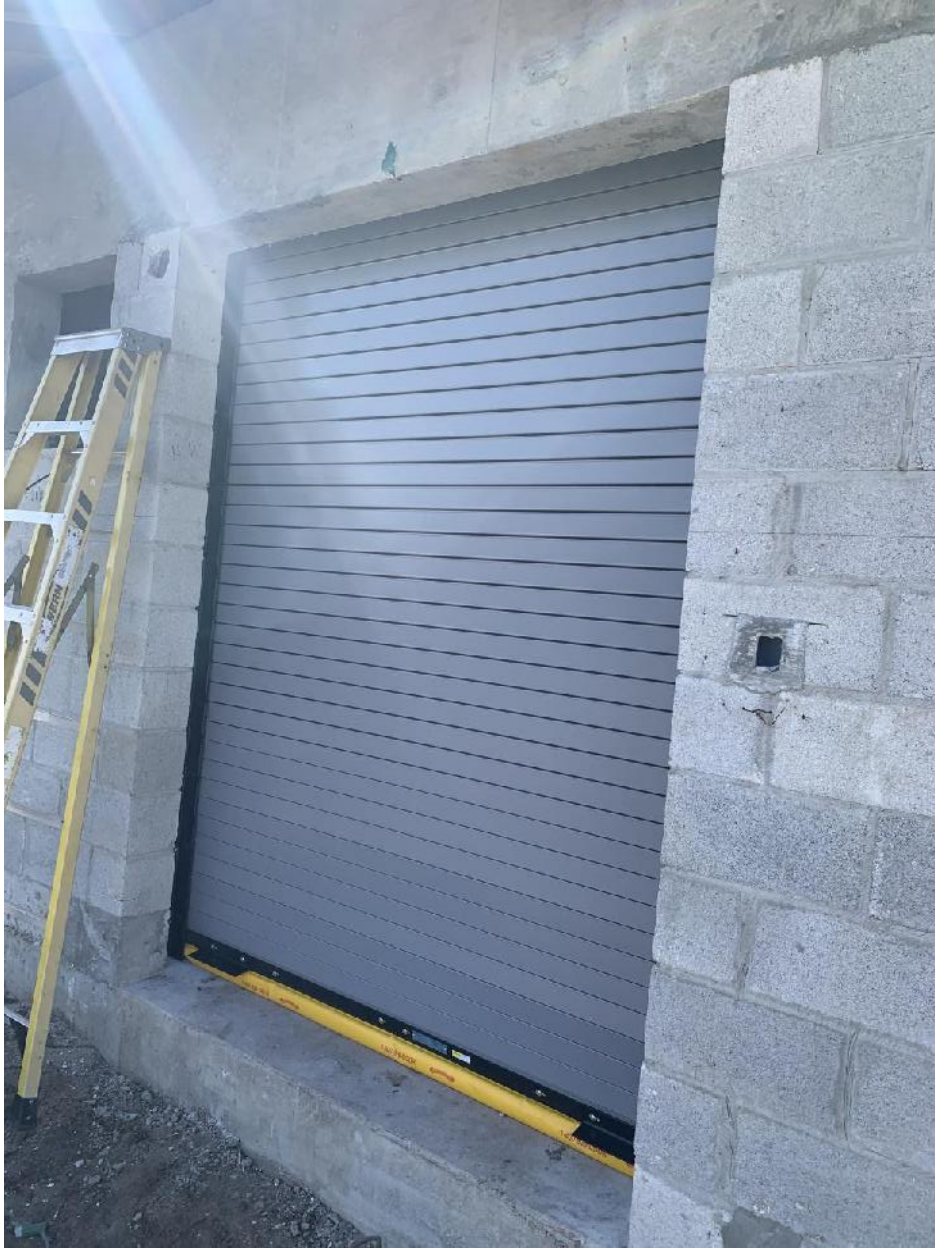












V:\Projects\CSFL122\Documents\Okeechobee\235-006.03 Pine Ridge Park Utility Improvements - SDC\Monthly Reports EEI_CHA\2024\1-Jan\Pine Ridge Park Monthly Report - Jan 2024.docx

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 15

FEBRUARY 20, 2024

CONSENT AGENDA

INVOICE FROM HINTERLAND GROUP, INC. – SWSA PROJECT 2

Please find attached invoice in the amounts of \$369,339.17 submitted by Hinterland Group, Inc. Staff is aware of the work currently being done by Hinterland Group, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Retainage	Amount Paid	Remaining Balance
						\$11,954,105.00
Jun-23	1	Jun-23			\$302,829.81	\$11,651,275.19
Jul-23	2	Jul-23			\$559,224.49	\$11,092,050.70
Aug-23	3	Aug-23			\$1,064,874.13	\$10,027,176.57
Sep-23	4	Sep-23			\$882,815.44	\$9,144,361.13
Oct-23	5	Oct-23			\$590,564.39	\$8,553,796.74
Nov-23	6	Nov-23			\$372,055.78	\$8,181,740.96
Dec-23	7	Dec-23			\$242,146.59	\$7,939,594.37
Jan-24	8	Jan-24			\$404,627.44	\$7,534,966.93
Feb-24	9		\$369,339.17	\$252,025.12		\$6,913,602.64

Staff recommends approval of these invoice in the amounts of \$369,339.17 to Hinterland Group, Inc.



Sumner Engineering & Consulting, Inc.
Agriculture, Civil, Land & Water Resources

410 NW 2nd Street
Okeechobee, FL 34972
863.763.9474

February 5, 2024

Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, FL 34974

**RE: SWSA Project 2 – Vacuum Collection System
Hinterland Group, Inc. – Pay Application No. 9**

Mr. Hayford:

Please find attached Pay Application No. 9 for the above-referenced project, recommended for payment in the amount of \$369,339.17, which covers work confirmed to have been completed and materials stored for the period from January 1 – February 2, 2024, less the required 5% retainage. In support of our recommendation for payment, we have attached our daily RPR logs for the month, and a Monthly Summary Report, along with other supporting documentation from the contractor (Consent of Surety, etc.).

If you have any questions, please do not hesitate to contact us.

Sincerely,
Sumner Engineering & Consulting, Inc.

Jeffrey M. Sumner, PE
President

Contractor's Application for Payment

Owner: <u>Okeechobee Utility Authority</u>	Owner's Project No.: _____
Engineer: <u>Sumner Engineering & Consulting, Inc.</u>	Engineer's Project No.: <u>19-04.E</u>
Contractor: <u>Hinterland Group, Inc.</u>	Contractor's Project No.: <u>22-0234-00</u>
Project: <u>Southwest Wastewater Service Area - Project 2</u>	
Contract: <u>235-006.03</u>	
Application No.: <u>9</u>	Application Date: <u>2/2/2024</u>
Application Period: From <u>12/30/2023</u> to <u>2/2/2024</u>	

1. Original Contract Price	\$ 11,954,105.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 11,954,105.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 5,040,502.36
5. Retainage	
a. <u>5%</u> X <u>\$ 4,140,618.79</u> Work Completed	\$ 207,030.94
b. <u>5%</u> X <u>\$ 899,883.57</u> Stored Materials	\$ 44,994.18
c. Total Retainage (Line 5.a + Line 5.b)	\$ 252,025.12
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 4,788,477.24
7. Less previous payments (Line 6 from prior application)	\$4,419,138.07
8. Amount due this application	\$ 369,339.17
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 6,913,602.64

Contractor's Certification


The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Josh Ramirez

Signature:  **Date:** 2/5/2024

Recommended by Engineer: <u>Jeffrey M Sumner</u>	Approved by Owner: <u>Tommy Clay</u>
By: _____	By: _____
Title: <u>President</u>	Title: <u>Chairman</u>
Date: <u>February 5, 2024</u>	Date: <u>February 20, 2024</u>
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Okeechobee Utility Authority	Owner's Project No.:	
Engineer:	Sumner Engineering & Consulting, Inc.	Engineer's Project No.:	19-04.E
Contractor:	Hinterland Group, Inc.	Contractor's Project No.:	22-0234-00
Project:	Southwest Wastewater Service Area - Project 2		
Contract:	235-006.03		

Application No.: 9 **Application Period:** From 12/30/23 to 02/02/24 **Application Date:** 02/02/24

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
General								
1	Mobilization	\$ 775,000.00	298,697.90	20,989.58		319,687.48	41%	455,312.52
2	Indemnification	\$ 214,000.00	214,000.00	-		214,000.00	100%	-
3	As-Built Record Drawings	\$ 100,000.00	10,000.00	-		10,000.00	10%	90,000.00
4	Maintenance of Traffic	\$ 105,000.00	52,350.00	5,250.00		57,600.00	55%	47,400.00
5	Existing Utility Location / Identification	\$ 30,000.00	15,000.00	1,500.00		16,500.00	55%	13,500.00
6	NPDES General Construction Permit Compliance	\$ 35,000.00	17,500.00	1,750.00		19,250.00	55%	15,750.00
Vacuum Pump Station No. 4								
10a	Excavation and Dewatering	\$80,000.00	80,000.00			80,000.00	100%	-
10b	Building Shell	\$365,000.00	181,950.00			181,950.00	50%	183,050.00
10c	Roof	\$45,000.00				-	0%	45,000.00
10d	Overhead Bridge Hoist	\$65,000.00			14,868.00	14,868.00	23%	50,132.00
10e	Miscellaneous (Gutters, Hose Bibs, Lights, etc)	\$45,000.00				-	0%	45,000.00
10f	Generator	\$200,000.00				-	0%	200,000.00
10g	Electrical (Equipment only)	\$65,000.00				-	0%	65,000.00
10h	Electrical (Conduits, Wire, Labor, etc.)	\$150,000.00	22,500.00	45,000.00	6,867.30	74,367.30	50%	75,632.70
10i	Vacuum Skids (Vacuum Pumps, Tank, and	\$525,000.00			237,500.00	237,500.00	45%	287,500.00
10j	Interior Piping	\$65,000.00				-	0%	65,000.00
10k	Yard Piping and Valves	\$25,000.00				-	0%	25,000.00
10l	Interior / Exterior Finishes	\$30,000.00				-	0%	30,000.00
10m	HVAC	\$40,000.00				-	0%	40,000.00
10n	Louvers and Metalwork	\$7,500.00				-	0%	7,500.00
10o	Odor Control	\$15,000.00				-	0%	15,000.00
10p	Plumbing	\$8,500.00		6,375.00		6,375.00	75%	2,125.00
10q	Bathroom	\$7,500.00				-	0%	7,500.00
10r	Doors	\$25,000.00				-	0%	25,000.00
10s	Concrete Drive	\$65,000.00				-	0%	65,000.00
10t	Underdrain	\$20,000.00		20,000.00		20,000.00	100%	-
10u	General Sitework (Clearing, Grading, etc.)	\$81,500.00	77,645.00			77,645.00	95%	3,855.00
Vacuum Pump Station No. 5								
11a	Excavation and Dewatering	\$80,000.00				-	0%	80,000.00
11b	Building Shell	\$365,000.00				-	0%	365,000.00
11c	Roof	\$45,000.00				-	0%	45,000.00
11d	Overhead Bridge Hoist	\$65,000.00			14,868.00	14,868.00	23%	50,132.00

CONSENT OF SURETY COMPANY

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

DOCUMENT G707

PROJECT:
(name, address)

Bond No. 800103046

Southwest Wastewater Service Area Project No. 2
Okeechobee, FL

ARCHITECT'S PROJECT NO:

TO: (Owner)

CONTRACT FOR:

Okeechobee Utility Authority

CONTRACTOR:

CONTRACT DATE:

Hinterland Group, Inc.

3/5/2023

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety company)

Atlantic Specialty Insurance Company 605 Hwy. 169 N., Ste. 800, Plymouth, MN 55441

SURETY COMPANY,

Hinterland Group, Inc. 2051 W. Blue Heron Blvd., Riviera Beach, FL 33404

CONTRACTOR.

by approves of partial consent of surety in the amount of \$369,339.17
relieve the Surety Company of any of its obligations to (here insert name and address of
Owner)

to the Contractor shall not

OWNER,

Okeechobee Utility Authority 100 Southwest 5th Ave., Okeechobee, FL 34974

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 5th day of February, 2024

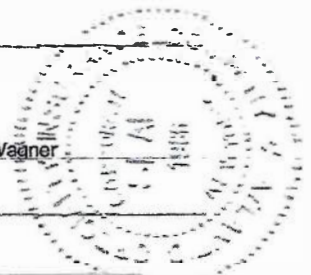
Atlantic Specialty Insurance Company
Surety Company

 Taylor D. Weaner

Signature of Authorized Representative

attorney in fact

Title



Note: This form is to be used as a companion document to Document G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, current edition

Printed in cooperation with the American Institute of Architects (AIA) by International Fidelity Insurance Company. International Fidelity Insurance Company vouches that the language in the document conforms exactly to the language in AIA Document G 707, April 1970 edition



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Daniel F. Wagner, Taylor D. Wagner, Daniel F. Wagner, Jr.**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.


Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

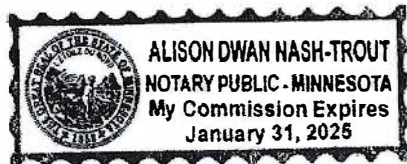
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.




By 
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of January 2024




Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025



February 5, 2024

Okeechobee Utility Authority
Attn: John F. Hayford, Executive Director
100 SW 5th Avenue
Okeechobee, FL 34974

**RE: Southwest Wastewater Service Area (SWSA) Project 2
Collection System and Pump Stations
Monthly Status Report (January 1 - February 2, 2024)**

Mr. Hayford:

This letter is intended to summarize activities completed from January 1 through February 2, 2024 on SWSA Project 2, including the vacuum collection system and vacuum stations.

COLLECTION SYSTEM

HINTERLAND GROUP (general contractor) continued installation of 4" sewer pipe and valves, vacuum pit assemblies (VPAs) and service connections. Work performed in this period includes:

- Installing 4" pipe along SW 24th Ave. between sta. 407+80 and 396+45.
- Installing 4" pipe along easement for Gathering Church connection (29') and DV.
- Installing (5) VPAs on SW 18th Terrace (5), SW 18th Street (5), SW 19th Street (5), 20th Street (5) and SW 24th Avenue (6).
- Asphalt paving of service laterals on SW 17th Street.
- Asphalt paving of main line pipe along SW 24th Avenue. (N.I.C.)
- Begin replacement of concrete valley curb along SW 18th Terrace.
- Grading, dressing and sod installation in areas disturbed by construction.

VACUUM STATION 4:

- Main building slab form work continued.
- Plumbing connection made to OUA meter on 24th Avenue and pipe installed around and below slab.
- Electrical and controls conduit installed in preparation for concrete pour of main building slab.

Construction photos are included in Attachment A. If you have any questions, please do not hesitate to contact us.

Sincerely,
Sumner Engineering & Consulting, Inc.

Jeffrey M. Sumner, PE
President

ATTACHMENT A

SITE CONSTRUCTION PHOTOS



Install Type A VPA on 18th Terrace at sta. 831+04



Construction of forms for slab pour at VPS #4.



Pour concrete collars on VPAs along 18th Terrace.



Install sod along 16th Street west of 19th Terrace.





Installing 4" pipe along 24th Avenue heading south from 16th Street.



Installing 1" water service to VPS #1



Paving service laterals on 17th Street.



Pouring concrete valley curb along 18th Terrace.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 16

FEBRUARY 20, 2024

CONSENT AGENDA

**INVOICE FROM HINTERLAND GROUP, INC. – SW 24th AVENUE ASBESTOS
CONCRETE PIPE REMOVAL**

Please find attached invoice in the amounts of \$60,681.25 submitted by Hinterland Group, Inc. Staff is aware of the work currently being done by Hinterland Group, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$255,500.00
Feb-24	1		\$60,681.25		\$194,818.75

Staff recommends approval of these invoice in the amounts of \$60,681.25 to Hinterland Group, Inc.



HOLTZ CONSULTING ENGINEERS, INC

February 12, 2024

Mr. John Hayford, PE
Executive Director
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, FL 34974

Subject: **Okeechobee Utility Authority
S.W. 24th Avenue Asbestos Concrete Pipe Removal
Hinterland Group, Inc.
Application for Payment No. 1**

Dear Mr. Hayford,

Attached is Application for Payment No. 1 and supporting documents for the above referenced project, as submitted by Hinterland Group, Inc. This requisition is for payment, less 5 percent retainage, for 25% of the work associated with this project.


The amount of payment requested after deducting the required retainage and for work completed is **\$60,681.25**.

To the best of our knowledge, the work included in this pay request has been satisfactorily completed in accordance with the Contract Documents and the amounts requested are as outlined in the approved Schedule of Values. Holtz Consulting Engineers therefore recommends payment to be made in the amount requested.

If you should have any questions, please contact our office.

Sincerely,

HOLTZ CONSULTING ENGINEERS, INC.


Christine Miranda, PE
Principal Engineer

Attachments – Signed copy of Application for Payment No. 1

cc: Josh Ramirez, Hinterland Group, Inc.
File

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: **Okeechobee Utility Authority**

PROJECT: **S.W. 24th Avenue Asbestos Concrete Pipe Removal**

APPLICATION NO: **1**

FROM CONTRACTOR:

**Hinterland Group, Inc.
2051 W Blue Heron Blvd.
Riviera Beach, FL 33404**

APPLICATION DATE: **February 2, 2024**

PERIOD FROM: **January 15, 2024**

PERIOD TO: **February 2, 2024**

REVISION DATE:

CONTRACT NO.:

CONTRACTOR NO.: **23-0095-00**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>255,500.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>255,500.00</u>
4. TOTAL COMPLETED & STORED TO DATE:	\$	<u>63,875.00</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	<u>3,193.75</u>
(Column D + E on G703)		
b. _____ % of Stored Material	\$	<u>0.00</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	<u>3,193.75</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>60,681.25</u>
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	<u>0.00</u>
8. CURRENT PAYMENT DUE	\$	<u>60,681.25</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	<u>194,818.75</u>
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$ -	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: HINTERLAND GROUP, INC.

By: [Signature] Date: 2/12/2024
Josh Ramirez, Project Manager

State of: Florida
Subscribed and sworn to before me this _____
Notary Public: [Signature]
My Commission expires: _____



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner, that to the best of the Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

AMOUNT CERTIFIED \$ _____

Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

ENGINEER/ARCHITECT: _____
By: [Signature] Date: 2/12/24

This Certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SCHEDULE OF VALUES

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

CONTRACT: PROJECT TITLE: S.W. 24th Avenue Asbestos Concrete Pipe Removal

APPLICATION NO: 1
 APPLICATION DATE: 2/2/2024
 PERIOD TO: 2/2/2024
 PROJECT NO.: 23-0095-00
 CONTRACT NO.:

A ITEM NO.	B DESCRIPTION OF WORK ITEM	C QTY	D UNIT	E UNIT PRICE	F SCHEDULED VALUE TOTAL	G		H		I QTY TO DATE	J MATERIALS PRESENTLY STORED (NOT IN G OR H)	K		L BALANCE TO FINISH (F - K)	M TOTAL RETAINAGE
						WORK COMPLETED FROM PREVIOUS APPL		WORK COMPLETED THIS PERIOD				% (K + F)			
						QTY	AMOUNT (G + H)	QTY	AMOUNT						
1	AC PIPE REMOVAL INCLUDING MOBILIZATION AND DEMOBILIZATION OF THE NECESSARY CREWS AND EQUIPMENT TO THE PROJECT SITE, MAINTENANCE OF TRAFFIC, DEWATERING AS NEEDED, EXCAVATION, REMOVAL AND DISPOSAL OF APPROXIMATELY 4,000 LF OF 6" ASBESTOS CEMENT PIPE. A/C PIPING WILL BE DISPOSED OF BY A LICENSED ASBESTOS CONTRACTOR. THIS ALSO INCLUDES ALL ROADWAY RESTORATION WITH ROAD ROCK, APPROXIMATELY 20,000 SF OF ASPHALT PAVEMENT PER PLANS AND 6" WHITE THERMO STRIPING ALONG WESTERN EDGE OF ROAD, AND SOD RESTORATION.	1	LS	\$ 255,500.00	\$255,500.00		\$0.00	0.25	\$63,875.00		\$0.00	\$63,875.00	25%	\$191,625.00	\$ 3,193.75
					\$255,500.00		\$0.00		\$63,875.00	-	\$0.00	\$63,875.00		\$191,625.00	\$ 3,193.75

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 17

FEBRUARY 20, 2024

CONSENT AGENDA

INVOICE FROM HOLTZ CONSULTING ENGINEERS, INC. – AC PIPE REMOVAL

Please find attached invoice in the amount of \$2,220.00 submitted by Holtz Consulting Engineers, Inc. Staff is aware of the work currently being done by Holtz Consulting Engineers, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$24,375.00
Mar-23	1	Mar-23		\$6,462.50	\$17,912.50
Apr-23	2	Apr-23		\$5,170.00	\$12,742.50
Jun-23	3	Jun-23		\$1,292.50	\$11,450.00
Sep-23	4	Sep-23		\$2,570.00	\$8,880.00
Feb-24	5		\$2,220.00		\$6,660.00

Staff recommends approval of this invoice in the amount of \$2,220.00 to Holtz Consulting Engineers, Inc.

Holtz Consulting Engineers, Inc.

INVOICE

270 South Central Boulevard, Suite 207
Jupiter, FL 33458
Phone: (561) 575-2005 Fax: (561) 575-2009

INVOICE DATE: February 12, 2024
INVOICE #: 11356-5
CLIENT: OUA
PROJECT: SW 24th Ave. Asbestos
Cement WM Removal &
Disposal
Purchase Order: 11356

Bill To:

Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, FL 34974-4221

Lump Sum Contract Amount:	\$	24,375.00
Prior Invoices to Date:	\$	15,495.00
This Invoice Amount:	\$	<u>2,220.00</u>
Remaining Balance:	\$	6,660.00

THIS INVOICE AMOUNT: \$ 2,220.00

Please make checks payable to: **Holtz Consulting Engineers, Inc.**
270 South Central Boulevard, Suite 207
Jupiter, FL 33458

If you have any questions concerning this invoice, please contact Christine Miranda at (863) 824-7200

HCE will never communicate changes to invoicing, payment procedures, and/or account number information in an email. All financial communications will be in writing via certified mail.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 18

FEBRUARY 20, 2024

CONSENT AGENDA

INVOICE FROM HOLTZ CONSULTING ENGINEERS, INC. – SR 78 WATERMAIN IMPROVEMENTS

Please find attached invoice in the amount of \$2,873.00 submitted by Holtz Consulting Engineers, Inc. Staff is aware of the work currently being done by Holtz Consulting Engineers, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$359,729.00
Feb-24	1		\$2,873.00		\$356,856.00

Staff recommends approval of this invoice in the amount of \$2,873.00 to Holtz Consulting Engineers, Inc.

Holtz Consulting Engineers, Inc.

INVOICE

270 South Central Boulevard, Suite 207
Jupiter, FL 33458
Phone: (561) 575-2005 Fax: (561) 575-2009

INVOICE DATE: February 12, 2024
INVOICE #: 11726-1
CLIENT: OUA
PROJECT: State Rd. 78 West WM
Improvements

Purchase Order: 0000011726

Bill To:

Okeechobee Utility Authority 100 SW 5th Avenue Okeechobee, FL 34974-4221
--

Lump Sum Contract Amount:	\$	359,729.00
Prior Invoices to Date:	\$	-
This Invoice Amount:	\$	2,873.00
Remaining Balance:	\$	356,856.00

THIS INVOICE AMOUNT: \$ 2,873.00

Please make checks payable to: **Holtz Consulting Engineers, Inc.**
270 South Central Boulevard, Suite 207
Jupiter, FL 33458

If you have any questions concerning this invoice, please contact Christine Miranda at (863) 824-7200

HCE will never communicate changes to invoicing, payment procedures, and/or account number information in an email. All financial communications will be in writing via certified mail.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 19

FEBRUARY 20, 2024

CONSENT AGENDA

**INVOICE FROM RING POWER CORPORATION – PINE RIDGE PARK VACUUM
STATION GENERATOR**

Please find attached the invoice in the amount of \$134,635.00 submitted by Ring Power Corporation. Staff is aware of the work currently being done by Ring Power Corporation and is in agreement with this request.

Staff recommends approval of this invoice in the amount of \$134,635.00 to Ring Power Corporation.

Ring Power

Ring Power Corporation
 9901 Ringhaver Dr.
 Orlando, FL 32824
 (407) 855-6195

Sign up for On-line Invoice Access:
www.ringpower.com/web-invoice

RING POWER CORPORATION, 500 WORLD COMMERCE PKWY, ST AUGUSTINE, FL 32092, (904) 737-7730

INVOICE

S O KEECHOBEE UTILITY AUTHORITY
 L 100 SW 5TH AVE
 D OKEECHOBEE FL 34974
 T
 O

S H OKEECHOBEE UTILITY AUTHORITY
 I PINE RIDGE PARK
 P 636 NE 30TH AVE
 T OKEECHOBEE, FLORIDA 34972
 O VIA: RPC TRANSPORT

INVOICE NUMBER	INVOICE DATE	SHIP VIA	DATE SHIPPED	CUSTOMER'S P.O. #	ACCOUNT	PAGE
11SE09375586	01-18-24		01-10-24	0000011338	002601	1
QUANTITY	SERIAL NUMBER	DESCRIPTION			AMOUNT	

1.0 TAX EXEMPT LICENSE FL CONSUMER EXEMPT
 PAYMENT OF THIS INVOICE IS DUE ON 02/17/2024
 EQUIPMENT SALE (MB) REF: Z3944301
 PROJ: 221263S (OUA-PINE RIDGE PARK SEPTIC-SEWER) 134635.00

PARTIAL INVOICING OF PROJECT:
 ID NO: 22-1263
 ID NO: E210139T SERIAL NO: WG300969

ONE (1) NEW CATERPILLAR DIESEL GENERATOR MODEL
 D175 C7.1 RATED 175 KW STANDBY AT 0.8 PF,
 480 VOLTS, 3 PHASE, 4 WIRE, 60 HZ AT 1800 RPM,
 MC SERIES TRANSFER SWITCH
 AUTOMATIC TRANSFER SWITCH
 - 400A, 3 POLE, 277/480 3PH 4W 60HZ
 - UL 1008 LISTED, NON-SERVICE ENTRANCE
 - CONTROLLER: 8600 ATS CONTROLLER
 PER RPC SALES QUOTE DATED 09-20-2022
 MB22-089-OKEECHOBEE UTILITY AUTHORITY-175KW-REV1

WARRANTY: CATERPILLAR 5YR/2500HR \$0 DEDUCTIBLE
 PLATINUM EPG STANDBY LIMITED PROMO ESC

SALE PRICE W/O TAXES: \$ 141,721.00
 LESS CURRENT INVOICE: \$ 134,635.00
 REMAINING BALANCE TO INVOICE: \$ 7,086.00

A SERVICE CHARGE OF 1 1/2 % PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.

Title to the equipment listed hereon shall not pass to the purchaser until the purchase price (including all taxes) has been paid, but such title remain vested in the seller until all sums due or to become due from the purchaser to the seller thereon, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to the purchaser. Purchaser shall assume all liability of damage or destruction to same. At any time after any payment thereon becomes overdue seller may avail himself of any legal remedy including the right to repossess the equipment without notice.

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL terms are as follows: Parts and Service invoices are due net 30 days from the date of the invoice. Rental/Lease invoices are due upon receipt. Sales invoices are due net 10 days from the date of invoice. Past due balances shall be assessed a service charge or interest at the highest rate allowed by law until payment is made. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event of default in the payment of any amount due, the purchaser agrees to pay finance charges and the cost of collection. Acceptance by customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above, the terms of the Application for Credit and if applicable the terms of the Guaranty of Payment.
 Filename=EMI760010 - Formtype=MIPS

Remit to:
Ring Power Corporation
 PO Box 935004
 Atlanta, GA 31193-5004

PAY THIS AMOUNT
134635.00

ORIGINAL

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 20

FEBRUARY 20, 2024

CONSENT AGENDA

INVOICE FROM THORN RUN PARTNERS

Please see attached the Thorn Run Partners monthly invoice.

Staff recommends approval of the monthly invoice from Thorn Run Partners in the amount of \$3,500.00.

THORN RUN PARTNERS



INVOICE

Date 2/1/2024
Invoice No. 12280

Bill To

Okeechobee Utility
100 S.W. 5th Avenue
Okeechobee, FL 34974

PO NUMBER	0000011647
SUPPLIER ID	

Terms	FOR THE MONTH OF
Net 30	February 2024

Government Relations Services performed Fee as agreed to and amount owed:	\$3,500.00
Payments/Credits	\$0.00
Total Amount Due	\$3,500.00

Remittance Information
For billing inquiries please email trpadmin@thornrun.com
Remittance Information
Please make all checks payable to: Thorn Run Partners, LLC: 100 M Street SE, Suite 750 Washington, DC 20003 Please reference the invoice number when making payment
Payment Options
We accept wire and ACH. For more information: Email: trpadmin@thornrun.com Phone: +1 (202) 688-0222 Online Payment Link: https://app01.us.bill.com/p/thornrunpartners
TAX ID
FEIN: 27-1541515

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 21

FEBRUARY 20, 2024

CONSENT AGENDA

INVOICE FROM MACVICAR CONSULTING, INC.

Please see attached the MacVicar Consulting Inc. invoice.

Staff recommends approval of the monthly invoice from MacVicar Consulting Inc. in the amount of \$250.00.



MACVICAR CONSULTING, INC.
 4524 Gun Club Road, Suite
 201
 West Palm Beach, FL

Invoice

Okeechobee Utility Authority
 Attn: John Hayford, Exec Director
 100 SW 5th Avenue
 Okeechobee, FL 34974
 PO No: 11644

DATE	INVOICE #
2/5/2024	202402013

PROJECT
540.01-LOSOM Support

DESCRIPTION	AMOUNT
Support for the month of January 2024	250.00
Total	\$250.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 22

FEBRUARY 20, 2024

SALARY ANALYSIS & BENEFITS SURVEY – EVERGREEN SOLUTION

On Wednesday February 14th, OUA's project team had a conference call meeting with Evergreen's representatives Rob Williamson and Brenda Whurr, where Evergreen presented their proposed solution file for discussion.

Having reviewed the proposed solution file, OUA's project team has approved the sharing of the information with the Board.

Present at today's board meeting is Rob Williamson, Evergreen's Project Manager, who will share a presentation of Evergreen's findings and recommendations from the salary and survey assignment undertaken by his organization.

Today's presentation (by Evergreen) is provided for information purpose only. Board's decision will be deferred to a future meeting.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 23

FEBRUARY 20, 2024

FINANCE REPORT

At the end of January 2024, operating revenue were \$4,261,564 compare to budget of \$4,310,274 resulting in the achievement of 98.9% of YTD budget or a deficit of \$48,710 or (-1.1%). Pages 2 and 16, gives a tabulated indication of the line differences between actual and budget.

Although YTD revenue is marginally below FY24 budget, when compared with previous year's result, the current year's revenue is 3.9% or \$158,794 above the same period last year.

YTD operating expenditures were \$2,608,920 compare to budget of \$3,385,774 yielding a positive variance of \$776,854 or 22.9%. Although the variance reported might seem material, factors attributable to the expense variance includes:

- Unfilled positions and associated cost deferred to later in the year.
- Employer's contribution to pension awaits Actuary's valuation to determine FY24 cost.
- Contingency cushioning of \$300,000 (annual) for unplanned and exceptional expenditure.
- Salary adjustment of \$1/hr and merit allotment included in budget but deferred to after Evergreen's salary survey (approx. \$280,000 annual).

Non-operating expenses of \$1,055,137 which comprises of depreciation and loan interest are in line with the month's budget of \$1,056,959.

Restricted revenue of \$246,293 is 73.9% above YTD budget of \$141,630. Accounting for this variance is:

1. YTD Infill revenue from water and wastewater were \$21,854 and \$51,684 respectively compare to budget of \$15,085 and \$31,285. Revenue from infill is mainly associated with Pine Ridge Park Improvement Project and SW Service Area Sceptic to Sewer Project.
2. Interest revenue of \$139,604 were achieved during the month compare to budget of \$63,591. Realization of interest variance are due to:
 - a. Current Interest rate on bank deposits remains at 3.56%.
 - b. Interest rate of 2% was assumed in FY24 budget, due to the government planned reduction in the interest rate.

The above is provided for information purpose only.

Okeechobee Utility Authority
 Executive Summary
 Prepared by Finance Director

**OKEECHOBEE UTILITY AUTHORITY
 FINANCIAL SUMMARY COMPARISON**

	Operating Revenues				Operating Expenses				Restricted Revenues				Cumulative YTD Restricted Budget Variance
	Actual YTD FY23	Actual YTD FY24	Budget YTD FY24	% Variance (FY 24 vs Bud. FY24)	Actual YTD FY23	Actual YTD FY24	Budget YTD FY24	% Variance (FY24 vs Bud FY24)	Actual YTD FY 23	Actual YTD FY 24	Budget YTD FY24	% Variance (FY 24 vs Bud FY 24)	
Oct-23	987,911	1,022,513	1,077,569	-5.1%	520,371	611,379	846,444	27.8%	19,502	81,184	35,407	129.3%	45,777
Nov-23	2,059,168	2,139,931	2,155,137	-0.7%	1,096,709	1,298,675	1,692,887	23.3%	32,695	129,606	70,815	83.0%	58,791
Dec-23	2,999,688	3,149,387	3,232,706	-2.6%	1,651,692	1,943,534	2,539,331	23.5%	50,228	182,788	106,222	72.1%	76,566
Jan-24	4,102,770	4,261,564	4,310,274	-1.1%	2,246,263	2,608,920	3,385,774	22.9%	98,649	246,293	141,630	73.9%	104,663
Feb-24													
Mar-24													
Apr-24													
May-24													
Jun-24													
Jul-24													
Aug-24													
Sep-24													

Respectfully,

 Lauriston Hamilton

Okeechobee Utility Authority
FY 2024 Finance Report for Jan. 31, 2024
The Period Ending

OPERATING REVENUE FUND

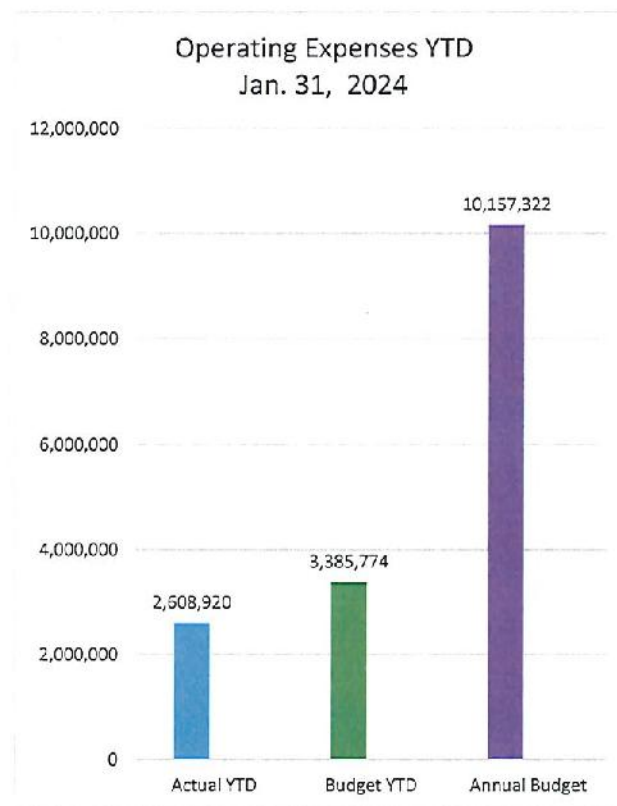
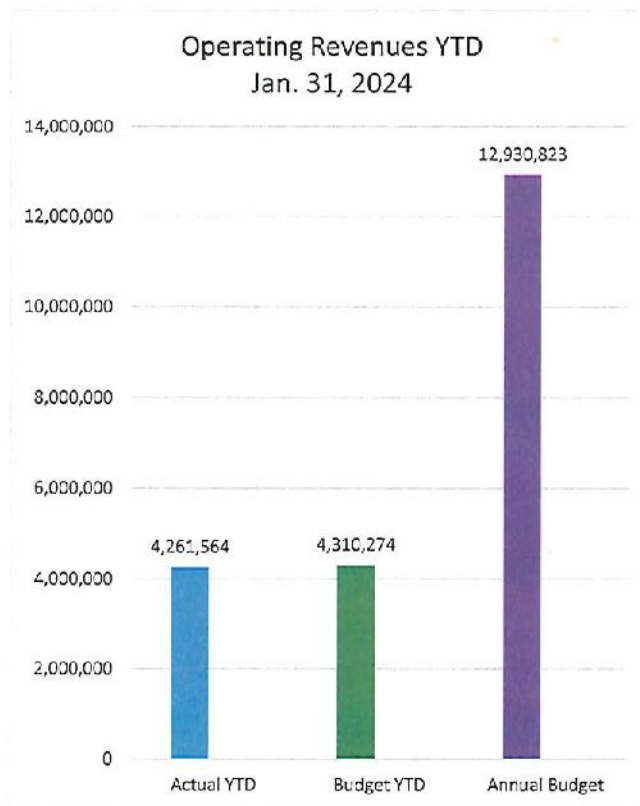
	Actual YTD	Budget YTD	\$ Variance	% Variance
OPERATING REVENUE:				
Water	\$ 2,520,503	\$ 2,561,544	\$ (41,040)	-1.6%
Sewer	\$ 1,540,745	1,589,811	(49,066)	-3.1%
Other Operating Revenue (see detail on page 16)	\$ 200,316	158,920	41,396	26.0%
Total Operating Revenue Received	<u>\$ 4,261,564</u>	<u>\$ 4,310,274</u>	<u>\$ (48,710)</u>	<u>-1.1%</u>
OPERATING EXPENSES:				
Water	\$ 604,745	\$ 766,428	\$ 161,683	21.1%
Wastewater	\$ 372,590	469,719	97,129	20.7%
Meter Readers	\$ 88,879	123,354	34,475	27.9%
Maintenance	\$ 808,959	1,002,501	193,542	19.3%
Administration Operating	\$ 405,455	622,682	217,227	34.9%
General & Admin.	\$ 328,291	401,090	72,799	18.2%
Contingency Expense	\$ -	-	-	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	<u>\$ 2,608,920</u>	<u>\$ 3,385,774</u>	<u>\$ 776,854</u>	<u>22.9%</u>
Net Operating Income	<u>\$ 1,652,645</u>	<u>\$ 924,500</u>	<u>\$ 728,144</u>	<u>78.8%</u>

RESTRICTED REVENUE FUNDS

RESTRICTED REVENUE FUNDS RECEIVED:				
Fire Hydrant Fund Fee	\$ 33,153	\$ 31,669	\$ 1,485	4.7%
Water CC Fees (infill)	\$ 21,854	15,085	6,769	44.9%
WW CC Fees (infill)	\$ 51,684	31,285	20,399	65.2%
Operating Account Interest	\$ 107,686	45,391	62,295	0.0%
Payroll Account Interest	\$ 1,717	802	914	0.0%
Restricted Interest Income	\$ 30,201	17,398	12,803	73.6%
TOTAL RESTRICTED REVENUE (1) (2)	<u>\$ 246,293</u>	<u>\$ 141,630</u>	<u>\$ 104,664</u>	<u>73.9%</u>
NON-OPERATING EXPENSES:				
Debt service interest expense	\$96,559	\$127,698	31,139	24.4%
Non-cash depreciation & amortization	\$958,578	\$929,261	(29,317)	-3.2%
	<u>\$1,055,137</u>	<u>\$1,056,959</u>	<u>1,822</u>	<u>0.2%</u>
NET REVENUE BEFORE ITEMS BELOW	<u>\$ 843,801</u>	<u>\$ 9,171</u>	<u>\$ 830,986</u>	<u>9061.0%</u>

NOTES: Above Revenue and Expense does not include the following:

	Actual YTD	Annual Budget	Variance
(1) Grant funds & state appropriations of:	\$54,312	\$11,793,240	
(2) Contributed capital of:	\$3,207	\$20,145	
(3) Debt service principal payments of:	\$0	\$2,153,619	
(4) Net Construction In Progress (CIP) Expenditures of:	\$0	\$11,548,847	

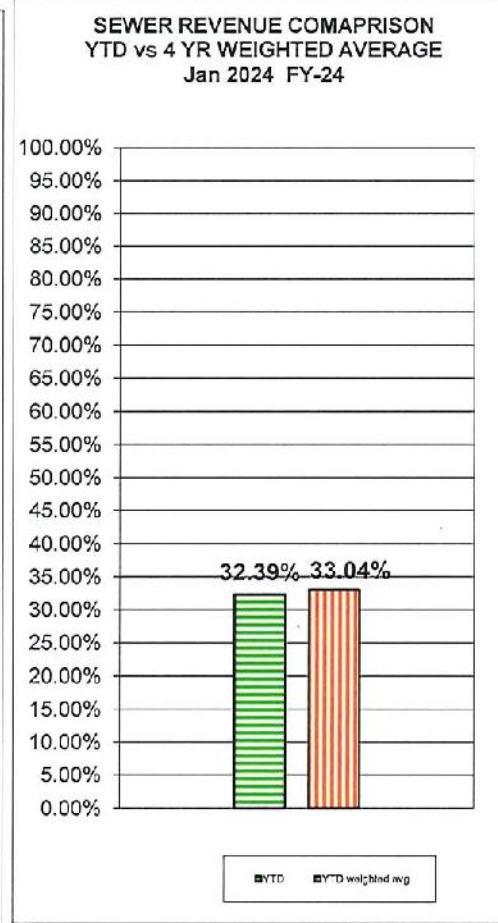
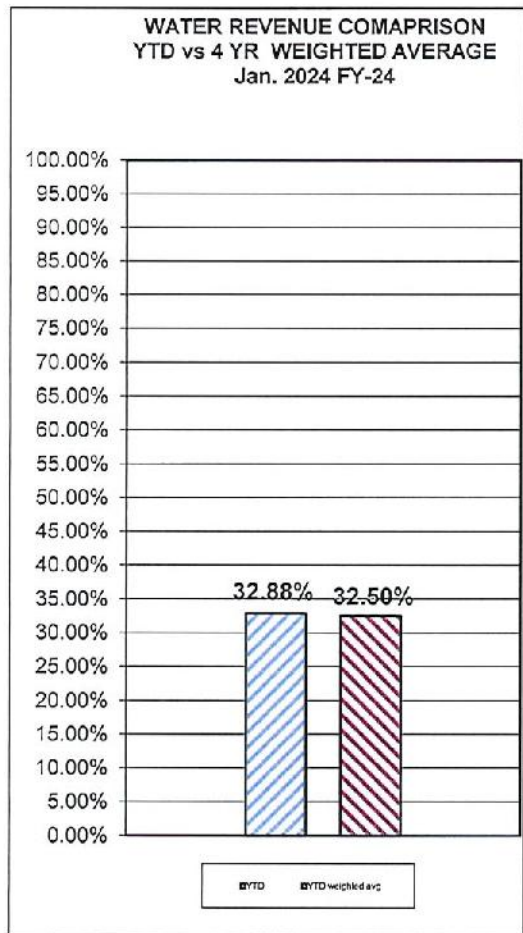


Current FY-24 Water and Sewer Utility Revenue
Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)

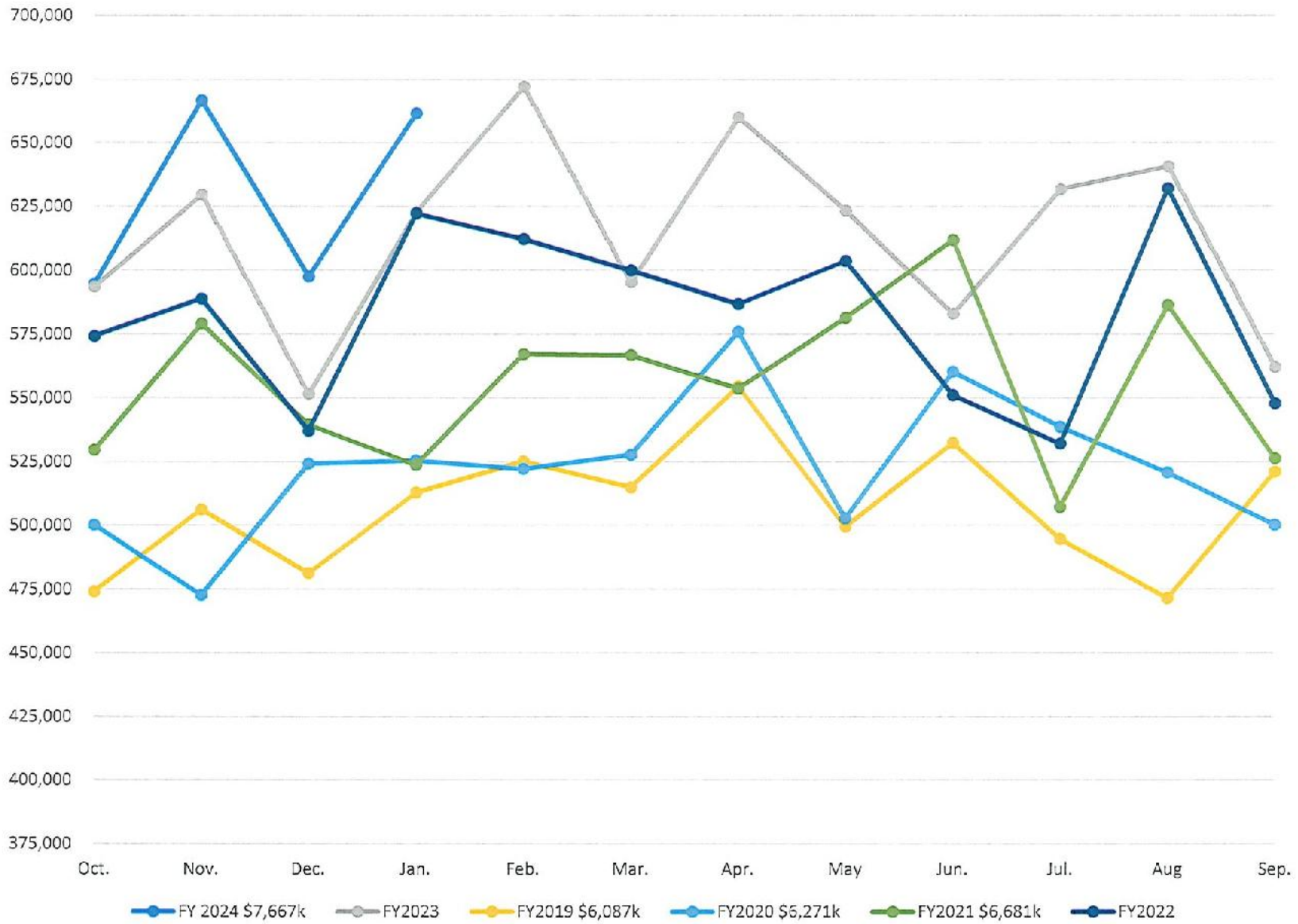
WATER UTILITY REVENUE:				Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD Budget	4 Yr Weighted Average %
Period	YTD		\$ 6,657,165	Water Revenue		
				\$7,666,630		
Oct.	\$ 594,619	594,619	\$ 61,516	7.76%	8.00%	
Nov.	\$ 666,698	1,261,316	\$ 123,166	16.45%	16.15%	
Dec.	\$ 597,602	1,858,918	\$ 63,464	24.25%	24.19%	
Jan.	\$ 661,586	2,520,503	\$ 107,535	32.88%	32.50%	
Feb.	\$ -	-	\$ -	0.00%	0.00%	
Mar.	\$ -	-	\$ -	0.00%	0.00%	
Apr.	\$ -	-	\$ -	0.00%	0.00%	
May	\$ -	-	\$ -	0.00%	0.00%	
Jun.	\$ -	-	\$ -	0.00%	0.00%	
Jul.	\$ -	-	\$ -	0.00%	0.00%	
Aug.	\$ -	-	\$ -	0.00%	0.00%	
Sep.	\$ -	-	\$ -	0.00%	100.00%	

SEWER UTILITY REVENUE:				Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budgeted Sewer Revenue	
			\$ 4,078,267		\$4,756,702	
Oct.	\$ 366,276	\$ 366,276	\$ 35,300	7.70%	8.12%	
Nov.	\$ 404,437	\$ 770,713	\$ 65,380	16.20%	16.41%	
Dec.	\$ 364,433	1,135,146	\$ 27,156	23.86%	24.70%	
Jan.	\$ 405,599	1,540,745	\$ 65,113	32.39%	33.04%	
Feb.	\$ -	-	\$ -	0.00%	0.00%	
Mar.	\$ -	-	\$ -	0.00%	0.00%	
Apr.	\$ -	-	\$ -	0.00%	0.00%	
May	\$ -	-	\$ -	0.00%	0.00%	
Jun.	\$ -	-	\$ -	0.00%	0.00%	
Jul.	\$ -	-	\$ -	0.00%	0.00%	
Aug.	\$ -	-	\$ -	0.00%	0.00%	
Sep.	\$ -	-	\$ -	0.00%	100.00%	

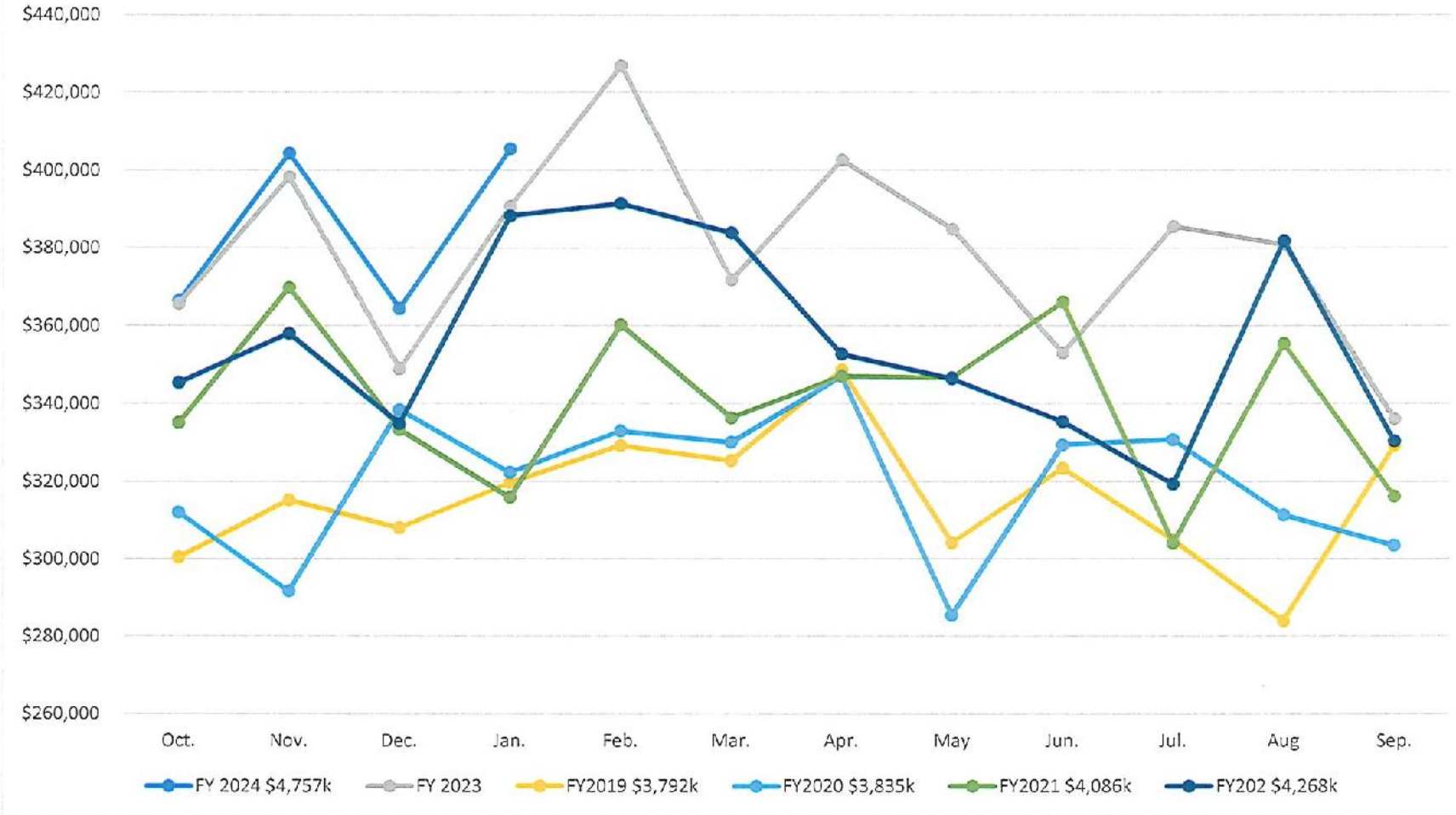
WATER AND SEWER REVENUE COMPARISON YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE



Actual Water Revenue Comparison



Actual Wastewater Revenue Comparison

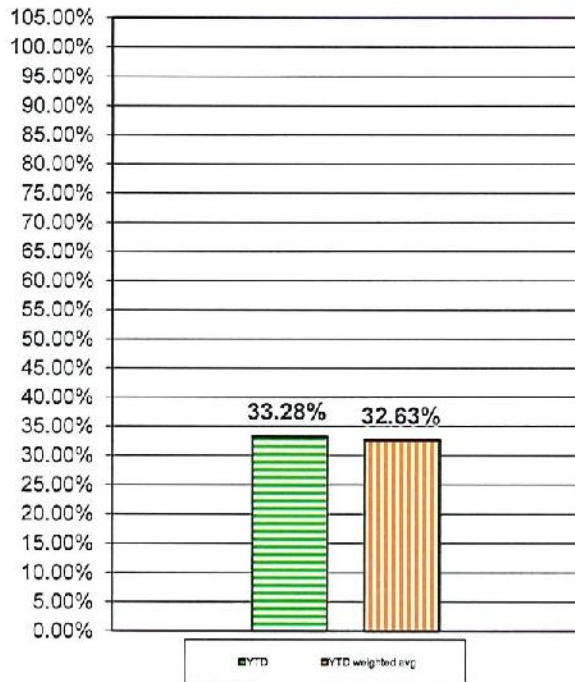


**Current FY-24 Operating & Non-Operating Expenses,
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in \$)**

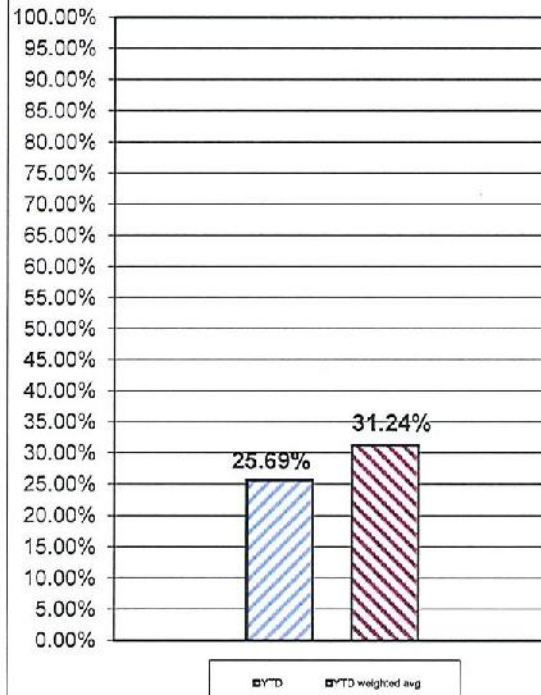
OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted
			From 4 Year Weighted Avg of	Operating Exp.	Average
Period	YTD	\$	\$		
		\$ 6,806,185	\$10,157,322		
Oct.	\$ 611,379	\$ 611,379	\$ 192,149	6.02%	6.19%
Nov.	\$ 687,296	\$ 1,298,675	\$ 177,069	12.79%	13.67%
Dec.	\$ 644,859	\$ 1,943,534	\$ 6,537	19.13%	23.11%
Jan.	\$ 665,386	\$ 2,608,920	\$ 112,506	25.69%	31.24%
Feb.	\$ -	\$ -	\$ -	0.00%	0.00%
Mar.	\$ -	\$ -	\$ -	0.00%	0.00%
Apr.	\$ -	\$ -	\$ -	0.00%	0.00%
May	\$ -	\$ -	\$ -	0.00%	0.00%
Jun.	\$ -	\$ -	\$ -	0.00%	0.00%
Jul.	\$ -	\$ -	\$ -	0.00%	0.00%
Aug.	\$ -	\$ -	\$ -	0.00%	0.00%
YTD	\$ 2,608,920	\$ 2,608,920	\$ -	25.69%	100.00%
NON-OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	
			From 4 Year Weighted Avg of	Non-Oper. Exp.	
		\$ 3,102,121	\$3,170,877		
Oct.	\$ 263,784	\$ 263,784	\$ 9,263	8.32%	8.21%
Nov.	\$ 263,785	\$ 527,569	\$ 11,050	16.64%	16.35%
Dec.	\$ 263,784	\$ 791,353	\$ 11,349	24.96%	24.49%
Jan.	\$ 263,784	\$ 1,055,137		33.28%	32.63%
Feb.	\$ -	\$ -		0.00%	40.79%
Mar.	\$ -	\$ -		0.00%	49.00%
Apr.	\$ -	\$ -		0.00%	57.05%
May	\$ -	\$ -		0.00%	65.10%
Jun.	\$ -	\$ -		0.00%	73.15%
Jul.	\$ -	\$ -		0.00%	81.21%
Aug.	\$ -	\$ -		0.00%	89.18%
YTD	\$ 1,055,137	\$ 1,055,137		33.28%	100.00%

NON-OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD

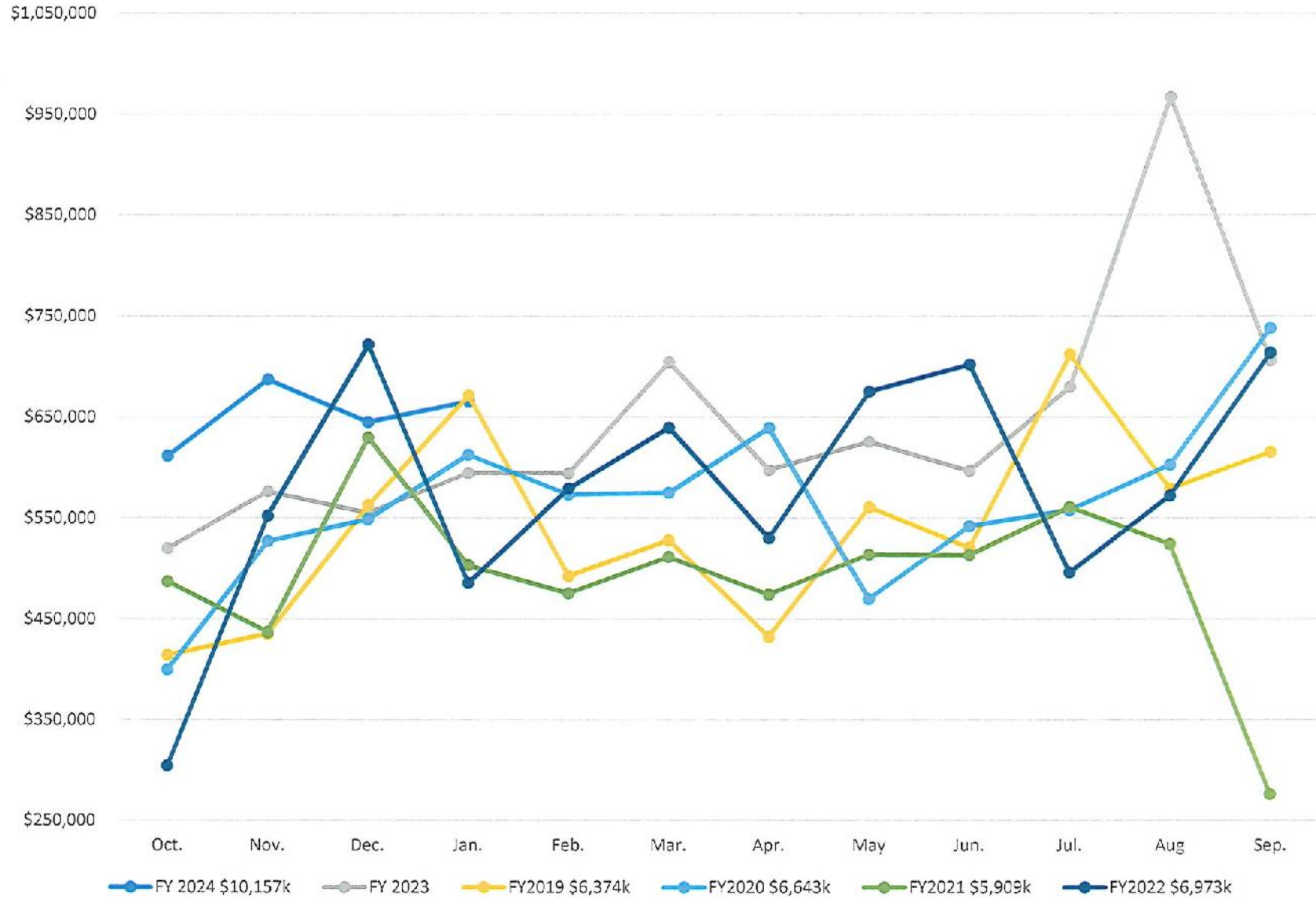
Jan. 2024 FY-24



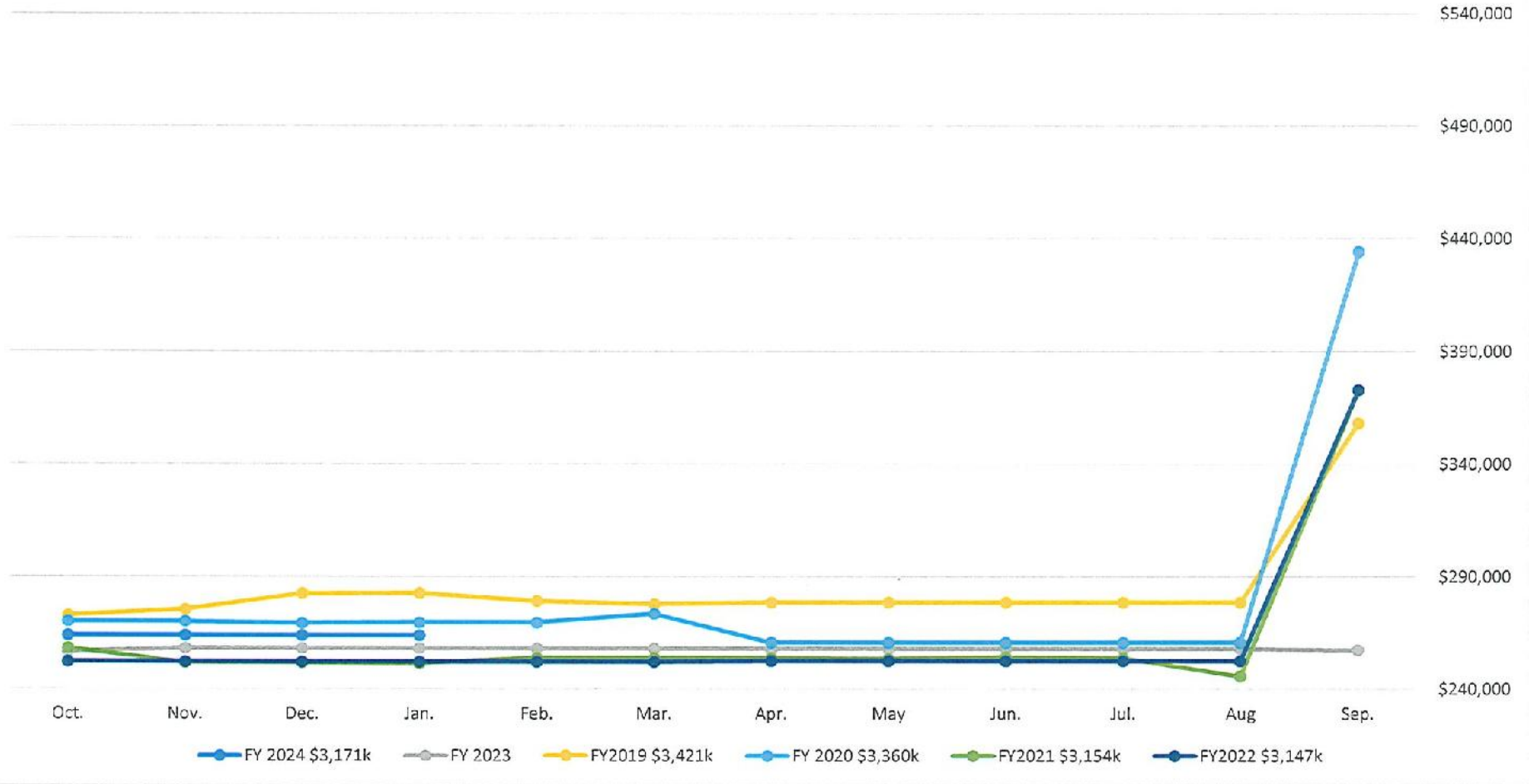
OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
Jan. 2024 FY-24



Actual Operating Expense Comparison



Actual Non Operating Expense Comparison



	A	X	Z	AA	AC
88					
89	Okeechobee Utility Authority	Audit		Audit	OUA prepared
90	Statement of Cash Flows				
91	Basis of Accounting	Accrual Basis for Revenues		Accrual Basis for Revenues	Accrual Basis for Revenues
92		Accrual Basis for Expenses		Accrual Basis for Expenses	Cash Basis for Expenses
93					
94		Sept 30, 2021		Sept 30, 2022	Jan. 31, 2024
95		12 Months		12 Months	3 Month
96					
97	Cash Flows from Operations				
98	Operating Income	2,594,121		1,758,388	694,067
99	Depreciation & Amortization	2,630,852		2,688,584	958,578
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable			(394,264)	1,316,053
101	Increase (decrease) in cash from changes in accounts payable			127,686	342,055
102	Increase (decrease) in cash from changes in other assets	543,692		305,029	(271,435)
103	Increase (decrease) in cash from changes in other liabilities	-		(857,112)	(108,654)
104	Cash provided (used) by operations	5,768,665		3,628,311	2,930,663
105					
106	Cash Flows from Nonoperating Revenues/Expenses				
107	Fire Hydrant fees	85,215		85,215	33,153
108	Capital connection fees	230,218		122,322	73,538
109	Interest revenue	47,914		29,488	139,603
110	Debt issuance costs	-		0	0
111	Interest expense	(523,113)		(472,215)	(96,559)
112	Cash provided (used) by nonoperating activities	(159,766)		(235,190)	149,735
113					
114	Cash Flows from Capital and Financing Activities				
115	Purchase of equipment, computer hardware, & technology equipment	(331,835)		12,496	(69,373)
116	Construction in progress	(2,887,078)		(2,487,259)	(3,095,914)
117	Acquisition of land, easements and related costs	-		(129,038)	(317,534)
118	Sale of land and or equipment	1,556,403		-	0
119	Gain (Loss) on sale of land and equipment	37,022		7,452	-
120	Bond principal payments	(2,028,142)		(2,073,095)	-
121	Grant revenue & FEMA reimbursement	1,140,059		2,452,778	54,312
122	Capital contributions from developers	199,194		120,101	3,207
123	Cash provided (used) by capital / financing activities	(2,314,377)		(2,096,565)	(3,425,302)
124					
125	Net increase (decrease) in cash and investments	3,294,522		1,296,556	(344,903)
126	This unaudited cash flow statement is subject to adjustments.				
127	The unaudited balance sheet on pages 13 & 14 is subject to adjustments.				

OKEECHOBEE UTILITY AUTHORITY
Statement of Net Assets
January 31, 2024

ASSETS

CURRENT ASSETS

Cash and cash equivalents		\$	4,654,699.29
Unrestricted assets:			
Interest receivable			0.00
Grants receivable			
Restricted assets:			
Cash and cash equivalents			6,958,609.27
Investments			2,421,196.77
Interest receivable			0.00
Receivables:			
Accounts receivable			1,598,679.50
less allowance for uncollectible accounts			(102,301.58)
Inventories			651,666.37
Prepaid Expenses			315,715.50
Total current assets			16,498,265.12

NONCURRENT ASSETS

Capital assets:

Land			3,224,394.65
Utility plants, buildings and equipment			109,911,391.53
			113,135,786.18
Less accumulated depreciation			(55,087,154.45)
			58,048,631.73
Construction in progress			16,449,059.32
Total capital assets			74,497,691.05

Other Assets:

Net Pension Asset			0.00
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Deferred Charges:

Deferred Pension Outflows - Actuarial and Prepaid			1,793,819.00
Deferred loss on bond refunding, net			306,766.80
Total Deferred charges:			2,100,585.80

Total noncurrent assets			76,598,276.85
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TOTAL ASSETS		\$	93,096,541.97
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	1,014,684.83
Accrued expenses	24,053.88
Due to other governments	11,989.20
Bonds payable (current)	2,153,619.36
Accrued compensated absences & bonus (current)	338,681.58

Payable from restricted assets

Accrued interest	99,282.91
Customer Deposits	663,888.21

Total current liabilities	<u>4,306,199.97</u>
---------------------------	---------------------

NONCURRENT LIABILITIES

Long-term portion of bonds payable, net	14,006,150.91
Accrued OPEB payable	219,174.00
Net Pension Liability	875,759.00
Deferred Pension Inflow from Actuarial Calculation	579,918.00
Unearned revenues:	

Developer agreements	424,402.36
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Total noncurrent liabilities	<u>16,105,404.27</u>
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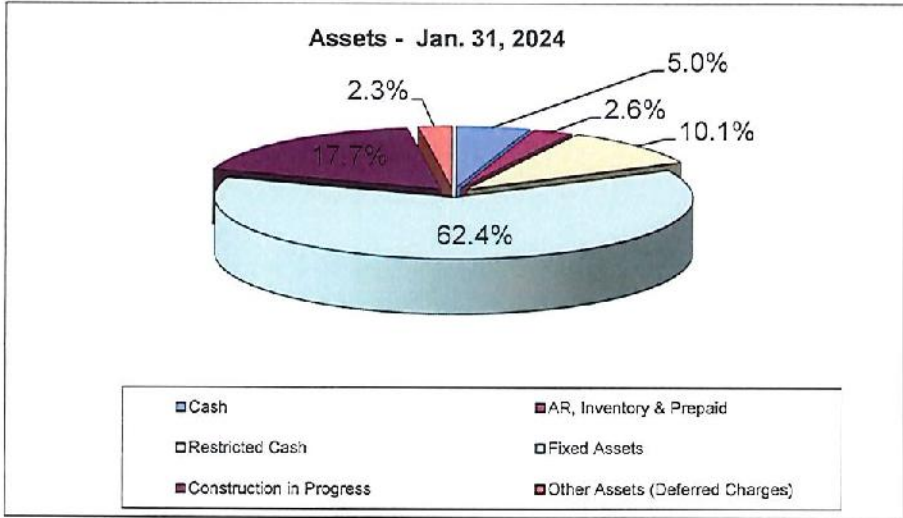
TOTAL LIABILITIES	<u>20,411,604.24</u>
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NET POSITION

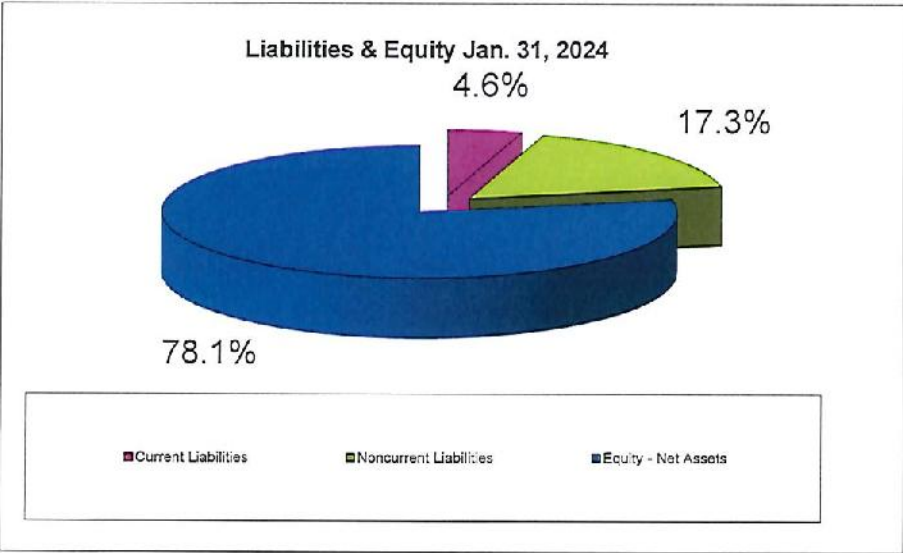
Invested in capital assets, net of related debt	44,731,657.00
Restricted for capital projects	2,361,411.00
Restricted for debt service	481,018.00
Restricted for Rate Stabilization	1,339,359.00
Restricted for Pension Benefits	1,904,107.00
Unrestricted	20,966,068.92
YTD Surplus of Revenue over Expenses	901,316.81

Total net position	<u>72,684,937.73</u>
--------------------	----------------------

TOTAL LIABILITIES AND NET POSITION	<u>\$ 93,096,541.97</u>
------------------------------------	-------------------------



Cash	4,654,699	5.0%
AR, Inventory & Prepaid	2,483,760	2.6%
Restricted Cash	9,379,806	10.1%
Fixed Assets	58,048,632	62.4%
Construction in Progress	16,449,059	17.7%
Other Assets (Deferred Charges)	<u>2,100,586</u>	2.3%
Total Assets	93,096,542	



Current Liabilities	4,306,200	4.6%
Noncurrent Liabilities	16,105,404	17.3%
Equity - Net Assets	<u>72,684,938</u>	78.1%
Total Liab & Equity	93,096,542	

Okeechobee Utility Authority
Detail of January 31, 2024 Other Operating Revenue
Data Per General Ledger Account Balances For Finance Report

Accounts included in Other Operating Revenue:	Actual Amount YTD	Amount Per Budget YTD	\$ Variance From Budget YTD
Install Fees-Water	\$ 6,604	\$ 9,310	\$ (2,706)
Private Fire Protection	\$ 32,750	32,138	613
Turn on/off Fees	\$ 17,581	17,962	(381)
Other Revenue-Water A	\$ 4,146	5,049	(903)
Install Fees-Sewer	\$ 32,980	20,720	12,260
Kings Bay Sewer Maint. Fees	\$ 5,415	6,869	(1,453)
Other Revenue-Sewer B	\$ 49	1,344	(1,295)
Penalties & Late Charges	\$ 46,711	25,910	20,802
Gain/Loss Sale of Assets C	0	0	0
Ag Land Lease	\$ 3,505	1,168	2,337
Merchant & Misc. Revenue D	\$ 50,575	38,451	12,124
Totals	<u>\$ 200,316</u>	<u>\$ 158,920</u>	<u>\$ 41,396</u>

- A Other Revenue-Water includes:
 - Water service inspection fees
 - Backflow prevention fees
 - After hours charges
 - Meter relocation charges
 - Bench test charges

- B Other Revenue-Sewer includes:
 - Wastewater service line inspection fees

- C Gain/Loss on Sale of Assets

- D Miscellaneous Revenue includes:
 - Administration charges
 - Charges for damage and repair to system:
 - Parts and labor used
 - Equipment charges

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 24

FEBRUARY 20, 2024

INVESTMENT REPORT

Below is a table, detailing the Authority’s cash balances for the periods identified. Although the period FY22 – FY23 does not report a significant change in the total cash balances, the latest cash balance at 01.31.2024 reports an increase of 20.7% over the amount stated at the end of FY23 (09.30.2023) due to the receipt of end of year grant reimbursement.

A/C Classification	FY22 – 09.30.22	FY23 – 09.30.23	01.31.24
	(\$)	(\$)	(\$)
General Operating A/C	2,826,108	2,455,764	4,282,863
CIP Fund	1,491,544	1,732,677	1,732,677
CC Water	529,803	628,657	650,511
CC Wastewater	313,363	266,281	317,965
CC WWTP	577,089	498,281	498,258
Rate Stabilization fund	1,339,359	1,339,359	1,339,359
Fire Hydrant	298,542	393,696	426,849
Payroll A/C	178,393	119,711	134,590
Staff Absences	234,500	234,500	234,500 R
Customer’s Deposit	724,248	649,424	663,888 R
Debt Reserve A/C	499,732	194,863	1,002,353R
RR & I	565,381	593,477	598,195 R
Emergency Fund	658,236	682,569	688,278 R
Operating Reserve	1,313,321	1,449,189	1,460,157 R
Total	11,549,619	11,238,425	14,030,443

From the above table, accounts marked with an “R” at the right of 01.31.24 column, represents restricted amounts set aside for a specific purpose (eg. staff absences etc.) or restricted by OUA General Policy, Resolution 22-05 (pages 42-44). A reclassification of OUA’s total available funds is shown below.

A/C Classification	FY22 – 09.30.22	FY23 – 09.30.23	01.31.24
Unrestricted balances	7,554,201	7,434,403	9,383,072
Restricted balances	3,995,418	3,804,022	4,647,371
Total	11,549,619	11,238,425	14,030,443

Per OUA’s **Investment Policy**, the Authority’s funds are maintained with an approved financial institution, South State Bank, or in treasure notes, which are US government issued financial instruments with a rating of AA from the three major rating agencies (Moody’s, S&P and Fitch).

Interest rates obtained during the fiscal period are shown below:

	Sept.’22	Dec. ‘22	Sept.’23	Dec.’23	Jan.’24
Bank Int. Rate (%)	0.40%	2.25%	3.56%	3.56%	3.56%
Treasury Yield (%)	3.9%	4.55%	4.55%	4.91%	4.91%

At the end of last fiscal year (FY23), the government announced its intension to reduce interest rate on government instruments which would impact market rates such as bank rates payable on deposits. In light of such pending adjustments, OUA staff continue to actively review it liquidity with an aim to transfer excess funding to Treasury Note in order to maximize the Authority’s return in FY24.

Bank Deposit

Presently, the Authority’s bank deposits are at South State Bank (SSB), due to comfort received from SSB management (with supporting documentation) that all government deposits at SSB are 100% protected against loss under their Intrafi Network Deposit System.

Interest Income

OUA Interest Income by Portfolio at September 30, 2023

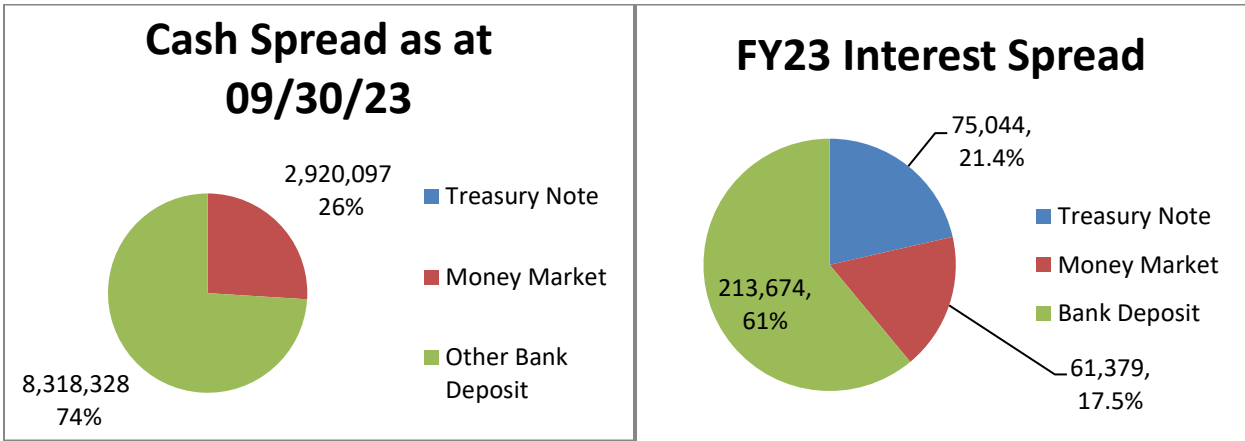
Type/ Par Value	Purchase Price / Balance	Market Value	# of Days	Purchase Date	Maturity	Yield	Income Earned
Treasury Note	1,981,125	2,000,000	301	11/03/22	08/31/23	4.55%	\$75,044
Bank Deposit	9,412,897	9,412,897	365	Open	Open	3.56%	\$275,053
				Actual	Interest		\$350,097

Total interest received for FY23 were \$350,097 with \$75,044 earned from Treasury Note and the difference of \$275,053 from bank deposit. Interest income realized were significantly above budget of \$32,432 which assumed an interest rate of 0.4%.

Regarding Treasury note investment, on 11/03/2022 (FY23), the Authority purchased \$2,000,000 of Treasury note at a discount of \$18,875 and a maturity date of 08/31/2023. Interest and capital gain totaling \$75,044 or a yield of 4.55% were realized from this investment, resulting in the achievement of 1% or approximately \$16,500 above returns on bank deposits.

The table below shows deposit and interest income by account category for FY23

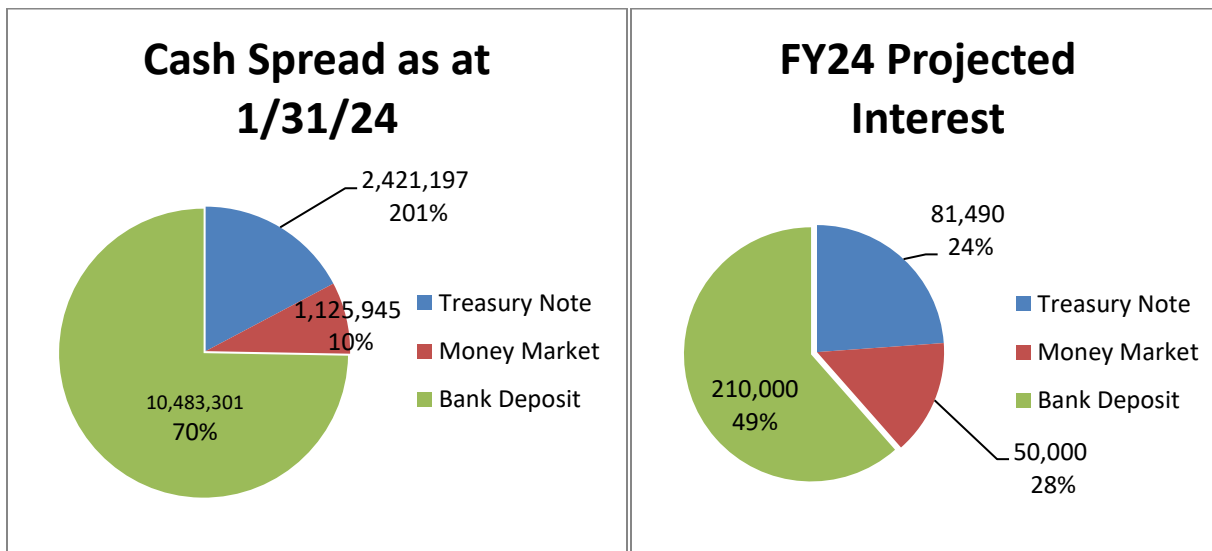
Type/ Par Value	Purchase Price	Market Price	# of days	Purchase Date	Maturity Date	Yield	FY23 Bud. Int.	Act. Int. FY23
Treasury Note	1,981,125	2,000,000	301	11/04/22	08/31/23	4.55 %	Nil	\$75,044
Money Market	2,920,097	2,920,097	365	Open	Open	2.1%	\$12,270	\$61,379
Bank A/C	6,336,972	5,500,000	365	Open	Open	3.4%	\$20,163	\$213,674
					FY23	Int.	\$32,433	\$350,097



OUA Portfolio as at 1.31.24

With interest earnings on bank deposits continue to accrue at 3.56%, due to the expected downward adjustment by the government, FY24 budget assumed an average return of 2% on bank deposits. YTD FY24 (Oct.'23 – Jan.'24) interest income achieved at 01.31.24 were \$139,604 compare to budget of \$63,591. However, despite market uncertainty of interest rates, total interest for FY24 are projected to be in line with FY23 actual of \$350,000.

Type/ Par Value	Purchase Price	Market Price	# of days	Purchase Date	Maturity Date	Yield	YTD Bud. Int.	Act. Int. 1.31.24
Treasury Note	2,421,197	2,421,197	270	12/19/23	09/15/24	4.55%	Nil	\$0
Money Market	1,125,945	1,125,945	365	Open	Open	2.0%	\$18,200	\$30,201
Bank A/C	8,089,099	8,089,099	365	Open	Open	2.0%	\$45,391	\$109,402
					FY24	Int.	\$63,591	\$139,603



Attached are copies of the following documents:

- OUA Investment Policy.
- OUA FY23 Continuing Professional Education (CPE) certificate of Investment Officer – State requirement 9 hr. of CPE, OUA achieved 13 hr. CPE in FY23.
- OUA FY23 Public Depositor Annual Report – State required.

OKEECHOBEE UTILITY AUTHORITY

Investment Policy

I. Introduction and Scope

It is the policy of the Okeechobee Utility Authority (the “Authority”) to invest public funds in a manner to place the highest priority on the safety of principal and liquidity of funds. The optimization of investment returns shall be secondary to the requirements for safety and liquidity. The funds will also be invested as to meet the daily cash flow demands of the Authority and conform to all federal and state statutes and Authority resolutions governing the investment of public funds, including, but not limited to Section 218.415, Florida Statutes (see attached).

This investment policy applies to funds under control of the Authority in excess of those required to meet short-term expenses. The investment policy shall not apply to pension funds, trust funds or funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. These funds will be accounted for in the Authority’s comprehensive annual financial report and audited statements prepared by the Authority’s independent certified public accountant. All current investments will be reported in the monthly financial statement as prepared by the Authority’s staff for the Board, and at least on an annual basis for the Board shall include securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.

II. Investment Objectives

It is the policy of the Authority to invest public funds in a manner which will provide, in order of priority:

- a. Safety of Capital,
- b. Liquidity of Funds, and
- c. Investment Income.

Investments held should be diversified to the extent practicable to control the risk of loss resulting from over concentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which financial instruments are bought and sold. Diversification strategies within the established guidelines shall be reviewed and revised periodically, as deemed necessary by the appropriate management staff.

The Authority recognizes that no investment is totally without risk and that the investment activities of the Authority are a matter of public record.

III. Prudence and Ethical Standards

The standard of prudence to be applied by the Authority's investment officer shall be the "prudent person rule", which generally states, "investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment."

The Authority's investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately, and that appropriate action is taken to control adverse developments. The investment officer will be responsible for ensuring sufficient liquidity of investments so that the Authority's operations can be properly maintained with minimal borrowing requirements in the event of bank savings and loan failures.

IV. Authorized Investments

As authorized by Florida Statute or law or local resolution or ordinance, the following are authorized investments for the Authority:

- A. Money market or savings accounts maintained in state certified public depositories, as defined in F.S. 280.02. Sufficient funds will be kept in such accounts to cover all outstanding checks drawn on the Authority's demand accounts which are zero balance accounts.
- B. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency with the funds held in an institutional class.
- C. Direct obligations of the U.S. Treasury such as Treasury bills, notes, and bonds issued by the United States Government.
- D. Bonds or other interest-bearing obligations, the payment of the principal and interest of which is unconditionally guaranteed by the United States Government.
- E. Written repurchase agreements on treasury bills, notes and bonds issued by the United States Government made in compliance with Florida Statute

and any other applicable law. Repurchase agreement collateral shall be delivered to a third-party safekeeping account (payment versus delivery). A master repurchase agreement shall be entered into with each institution with which a repurchase agreement is done.

- F. Securities issue by, guaranteed by, or for which the credit of the following is pledged for payment by one of the Federal agencies and instrumentalities: The Federal National Mortgage Association (FNMA); Government National Mortgage Association (GNMA); Federal Home Loan Bank (FHLN); Federal Home Loan Mortgage Corporation (FHLMC); Federal Farm Credit Bank (FFCB); Federal Land Bank (FLB); and Export Import Bank (EXIM).
- G. Certificates of Deposit with state-certified, qualified public depositories, as defined in F.S. 280.02. Before investments are placed with an institution, a current financial statement and certification as an eligible public depository must be on file with the Authority. The Authority will limit the amount invested with any one institution to 25% of the total portfolio to safeguard Authority funds.
- H. The local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in F.S. 163.01.
- I. Commercial paper that, at the time of purchase, is rated in one of the seven highest rating categories of P-1 by Moody's Investors (and is not on Credit Watch Negative) by one or more nationally recognized organizations that regularly rate such obligations. The investment shall not exceed 397 days.
- J. Any security issued by the Authority.
- K. Municipal bonds rated Aaa by Moody's Investors or AAA by S&P Global (formerly Standard and Poor's) and Fitch Ratings.
- L. Any other investment vehicle authorized by Florida law and determined by the investment officer and the Utility Authority Board to be a prudent investment.

V. Investment Officer

The Executive Director, or in his/her absence the Finance Director, is designated as the investment officer of the Authority and is responsible for investment decisions. The day-to-day administration of the cash management program is

handled by designated members of the Authority staff and periodic reports for submission to the Board shall include securities in the portfolio by class or type, book value, income earned, and market value as of the report date based on written level of authority. The Investment Officer, or its designee, must annually complete 8 hours of continuous education in subjects or courses of study related to investment practices and products.

VI. Eligible Depositories

The following institutions are designated as eligible depositories for the Authority:

- A. All state and national banks having principal offices in Florida insured by the Federal Deposit Insurance Corporation (FDIC), or its successor, and approved as eligible public fund depositories by the State of Florida.
- B. All state and federal chartered banks having principal offices in Florida insured by the Federal Deposit Insurance Corporation and approved as qualified public depositories by the State of Florida.

VII. Local Participation

The Authority's intent is to support, when beneficial to the Authority as determined by the Investment Officer, local financial institutions located within its boundaries. Investments in institutions located outside of the Authority boundaries may be made, based upon advice by the Authority's Investment Officer and or a Financial Consultant when either competitive rates, lack of collateral available from local financial institutions, allocations of assets, or financial stability from local financial institutions make this decision in the best interest of the Authority or when investment timing requires investment alternatives and short-term yields are not conveniently available from local financial institutions.

VIII. Eligible Securities Brokers/Dealers

The following are designated eligible broker/dealers for the governmental securities transactions allowed under law:

- A. Securities dealers and banks designated as reporting dealers for the Federal Reserve Bank of New York (primary dealers).
- B. National and state banks with principal officers in Florida as approved by the Utility Authority Board.

- C. Securities dealers not designated reporting dealers by the Federal Reserve Bank of New York but approved by the Utility Authority Board.

IX. Maturity Schedule

The Investment Officer will prepare a cash flow forecast as deemed necessary by appropriate management staff to provide a guideline for supplementing cash flow with maturing investments to provide sufficient liquidity to meet the cash flow needs of the Authority. To that end, the investment policy should direct that, to the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Therefore, the security maturity schedule should not exceed the cash needs of the Authority at any time. Proposed investments which have a maturity schedule exceeding three years from the date of purchase must be authorized by the Authority Board.

X. Sale of Securities

When the invested funds are needed in whole or in part for the purposes originally intended or for more optimal investments, the Authority's Investment Officer, following advice from the Board, may sell such investments at the prevailing market price and place the proceeds into the proper account or Fund of the Authority.

XI. Internal Controls

The following internal controls and operational procedures will aid in preventing losses of Authority funds:

- A. Third-party Custodial safekeeping agreements.
- B. Avoiding bearer-form securities
- C. Clear delegation of authority to subordinate staff members
- D. Promptly confirming telephone transactions in writing. All investment transactions will be supported by written evidence such as a confirmation ticket issued by the broker/dealer
- E. Minimizing the number of authorized investment officials
- F. Documenting transactions

After the Authority staff has determined the appropriate maturity date based on cash-flow needs and market conditions and has analyzed and selected one or more optimal types of investment, the security in question shall, when feasible and

appropriate, be competitively bid, when feasible and appropriate, or covered under an ongoing investment program approved by the Board.

No withdrawal of securities, in whole or in part, shall be made from safekeeping except by an authorized staff member of the Authority. Securities transactions between a broker/dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a “delivery vs. payment” basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the end of the transaction.

In addition, the Authority’s independent auditors shall test the Authority’s compliance with the investment policy and report any noncompliance or weaknesses in internal controls noted to the Board. Internal controls shall be designed to prevent loss of public funds from fraud, error, and misrepresentation by another party, or imprudent actions by an employee or employees of the Authority.

Approved by OUA Board November 9, 2020

RE: [External] [EXT] Re: [External] 2023 Public Depositor Annual Report (PDAR)

Prenters, Warner <Warner.Prenters@myfloridacfo.com>

Fri 11/3/2023 3:06 PM

To:Lauriston Hamilton <financedirector@ouafl.com>; Public Deposits - Treasury <PublicDeposits@myfloridacfo.com>

Good day and happy Friday, Lauriston! The report has been received and processed, many thanks for your patience and for the submission. 😊

Warner M. Prenters

Financial Examiner/Analyst I

Office of Chief Financial Officer Jimmy Patronis

Florida Department of Financial Services

Division of Treasury – Bureau of Collateral Management

850.413.3394 Fax: 850-413-2721

Warner.Prenters@MyFloridaCFO.com

[Download CFO Patronis' Hurricane Financial Preparedness Toolkit](#)

Please note that Florida has a broad public records law. Most written communications to or from state officials regarding state business are considered to be public records and will be made available to the public and the media upon request. Therefore, your e-mail message may be subject to public disclosure.

From: Lauriston Hamilton <financedirector@ouafl.com>

Sent: Thursday, October 12, 2023 8:13 AM

To: Prenters, Warner <Warner.Prenters@myfloridacfo.com>; Public Deposits - Treasury <PublicDeposits@myfloridacfo.com>

Subject: [EXT] Re: [External] 2023 Public Depositor Annual Report (PDAR)

External Email

Please find attached Okeechobee Utility Authority PDAR for 2023.

Thanks as usual.

Lauriston Hamilton FCCA, MBA

Finance Director



Okeechobee Utility Authority

100 SW 5th Avenue

Okeechobee, FL 34974

863-763-9460

863-467-4335, Fax

financedirector@ouafl.com

Monday – Thursday

7:00 am – 6:00 pm EST

From: Prenters, Warner <Warner.Prenters@myfloridacfo.com>

Sent: Monday, October 2, 2023 3:02 PM

To: Public Deposits - Treasury <PublicDeposits@myfloridacfo.com>

Subject: FW: [External] 2023 Public Depositor Annual Report (PDAR)

This email regards the submission of your 2023 Public Depositor Annual Report (PDAR) to the Chief Financial Officer.
You've received this information because your email address is associated with an annual report contact record that we have on

file for **one or more government units (Public Depositors)**. If you serve as the contact for more than one Public Depositor, **please make certain that you complete and file a separate annual report for each such entity.**

Please find attached the 2023 PDAR files. They consist of the annual report form itself and a copy of section 280.17, Florida Statutes. **Please provide this information to the person that prepares the annual report for your organization.**

Section 280.17, Florida Statutes, specifies the requirements for public depositors to receive protection from loss for a public deposit account. Each public depositor should be familiar with the requirements of this section of Florida law, and we have attached it for your review.

Important Notes:

- **The filing deadline is November 30, 2023. Please submit your report via email to PublicDeposits@MyFloridaCFO.com and copy me directly at WarnerPrenters@MyFloridaCFO.com. The original report should be retained for your records.**
- **Do not submit any of your Public Deposit Identification and Acknowledgment forms with your annual report. Those forms are to be retained by you and only submitted to this office in the event of a QPD failure for which you suffer a loss of public deposits. Section 280.17(3)(a), F.S. details the circumstances in which a new form must be completed.**
- **Please be certain to complete all the authorized signer's contact information on the annual report, including an e-mail address, so that our records will have the most current information. Future information will be sent to the email address provided on the report.**
- **In compliance with section 280.16 (1)(c), Florida Statutes, QPDs are required to provide an account confirmation to each Public Depositor by October 30th.**

Please direct any questions or concerns to me or my team at the emails referenced above, or by phone at 850-413-3394. Additional copies of the forms can be found on our website ([Collateral Management \(myfloridacfo.com\)](http://CollateralManagement(myfloridacfo.com))) under the "Public Information and Other Resources" tab. We are here to help and are committed to making this process as smooth as possible!

Instructions For Completing the Public Depositor Annual Report:

- Please fill out the form in its entirety
- Use the Full Legal Name of the Public Depositor throughout, not the third-party management entity.
- Ensure that the address and FEIN are accurate and up to date, we will use this to verify our records.
- Authorized Signature for Public Depositor. We do not regulate who signs the report, but a bank's representative is not authorized to sign. It's the PD's discretion as to who is authorized to sign. Electronic signatures are acceptable.
- Date signed.
- PRINTED NAME AND TITLE of the signer.
- Signer's phone number.
- Fax number (if applicable).
- Suncom phone number (if applicable). Most entities will not have a Suncom phone number.
- Email address of signer. This can also be a group email address or the email address of the person who is providing the report. This email address will be utilized as a contact email for future requests for report submissions.

Page 2

- The Public Depository account data should be accurate as of EOD September 30, 2023
- **QPD information can be found in their account confirmation or on our Program Data Dashboard (instructions for access in "Other Changes" section below)**
- "List of Qualified Public Depositories for" is the name of the public depositor, not the Qualified Public Depository bank.
- List the FEIN and name of all Qualified Public Depositories where the Public Depositor holds accounts. A separate report is not required because of multiple bank accounts at different Qualified Public Depositories. The name and FEIN must match that on the list of Qualified Public Depositories on the Program Data Dashboard, not a bank's branch or subsidiary. The name/FEIN of a bank need not be listed multiple times because of having multiple accounts.

Legislative Changes:

- HB3 (2023) was signed into law and became effective July 1, 2023- this bill updated the definition of a Qualified Public Depository in the state of Florida and created the requirement for an Attestation Statement to be completed annually by all QPDs.
- HB3 did not create any additional requirements or responsibilities for Public Depositors; however, if you have any questions, please feel free to email them to publicdeposits@myfloridacfo.com.

Personnel Changes:

- Don Stanford retired on June 30, 2023, and Joseph Doragh is now the Financial Administrator for the Florida Public Deposit Program. He can be reached at Joseph.Doragh@myfloridacfo.com.

Other Changes:

- We have updated our Program Data Sheet to a Dashboard that can be accessed on our Bureau Website ([Collateral Management \(myfloridacfo.com\)](https://myfloridacfo.com)) and can be found in the “State, County, and Local Governments” and “Public Information and Other Resources” tabs. It is titled “Public Deposits Program Data”.

Sincerely,

Warner

Joseph Doragh

Financial Administrator
Office of Chief Financial Officer Jimmy Patronis
Florida Department of Financial Services
Division of Treasury – Bureau of Collateral Management
850.413.3360 Joseph.Doragh@MyFloridaCFO.com

[Download](#) CFO Patronis’ Hurricane Financial Preparedness Toolkit



External Email: Please do not click on links or attachments unless you know the content is safe.



DEPARTMENT OF FINANCIAL SERVICES
Division of Treasury – Bureau of Collateral Management

PUBLIC DEPOSITOR ANNUAL REPORT TO THE CHIEF FINANCIAL OFFICER

For the Period Ended September 30, 2023

Public Depositor (PD) Information

PD's Full Legal Name: Okeechobee Utility Authority

PD's Mailing Address: 100 SW 5th Avenue
Okeechobee, FL 34974

PD's Federal Employer Identification Number (FEIN): 65-0596617

WE ASSERT that we are an official custodian of moneys that meet the definition of a public deposit as defined in Chapter 280, Florida Statutes and that such moneys are placed in Qualified Public Depositories (QPDs) unless exempt under the laws of this state. We acknowledge our responsibility for any research or defense required to support such assertion.

WE VERIFY that we have:

(1) Performed an annual confirmation of all open public deposit accounts as of the close of business on September 30 for each QPD. All discrepancies found in the confirmation process were reconciled before November 30. Information confirmed included the following:

- a. FEIN of the QPD.
- b. Name on the deposit account record.
- c. FEIN on the deposit account record.
- d. Account number.
- e. Account type.
- f. Actual account balance on deposit.

(2) Confirmed that a current Public Deposit Identification and Acknowledgment Form has been completed for each public deposit account and is in our possession.

(3) Provided as part of this report a separate listing of QPDs at which we have open public deposit accounts. This filing has been completed in the report format prescribed by the Chief Financial Officer, State of Florida for this year.

Under penalties of perjury, I attest that I am authorized to sign on behalf of the Public Depositor identified above, and also declare that I have read the information provided on this Public Depositor Annual Report to the Chief Financial Officer and that the facts stated in it are true to the best of my knowledge and belief.

Authorized Signature for Public Depositor: L Hamilton Date: 10/12/2023

Printed Name and Title: Lauriston Hamilton - Finance Director

Phone: (863) 763-9460

Fax: (863) 763-9036

Suncom: () _____

Email: FinanceDirector@ouaFL.com

PUBLIC DEPOSITOR ANNUAL REPORT TO THE CHIEF FINANCIAL OFFICER

For the Period Ended September 30, 2023

List of Qualified Public Depositories for Okechobee Utility Authority
Public Depositor's Full Legal Name

Listed below are the FEIN and name for all Qualified Public Depositories at which we have open public deposit accounts, including accounts with zero balances.

FEIN of Qualified
Public Depository

Name of Qualified
Public Depository

59-2979916 South state bank - okechobee.



(866) 273-0717

Certificate of Completion

Furthered

Congratulations, Lauriston Hamilton

228 Park Ave S, PMB 81742

New York, NY 10003-1502

PROGRAM TITLE

A Complete Guide To Investing - 2021 (Text Based)

PRODUCTION DATE

August 18, 2021

DELIVERY METHOD

QAS Self Study

LECTURERS

Dr. Jae Shim

Course completed on **August 16, 2023 8:05pm EDT**

This course is approved for the following credit:

JURISDICTION	COURSE FORMAT	COURSE APPROVAL NUMBER	CREDITS
Florida CPE	Text Based		13 Finance

- These sessions I am claiming had written materials to cover the subject.
- I completed the program in a setting suitable to the course and a suitable writing surface was available.
- I was given the opportunity to participate in discussions with the presenter in the form of an email.

2283787

ATTENDEE SIGNATURE

LICENSE NUMBER

A materially false statement shall be subject to appropriate disciplinary action. In accordance with the standards of the National Registry of CPE Sponsors, CPE credits have been granted based on a 50-minute hour.

David Schnurman, President
Furthered CPE

National Registry Sponsor Number: 109287
 New York State Board of Public Accountancy Sponsor
 Number: 002391 - Ethics Only
 Texas State Board of Accountancy Sponsor Number:
 009888
 New Jersey CPE Provider Number: 20CE 00220900
 Pennsylvania CPE Provider Number: PX177834
 Florida CPE Provider Number: 6478 - Ethics Only



PURCHASE ORDER
No. 0000011748

VENDOR:
 HYDRA SERVICE INC.
 PO BOX 365
 WARRIOR, AL 35180

SHIP TO:
 BARN
 OUA Maintenance Bldg
 371 SR 78 West Back Bldg
 Okeechobee, FL 34974-

BILL TO:
 OUA
 Okeechobee Utility Authority
 100 SW 5th Ave
 Okeechobee, FL 34974-4221

VENDOR NO.	VENDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE
HYDRA	(407) 330-3456	0	01/18/2024	

SHIPPING INSTRUCTIONS

NW-14 RUCKERVILLE LIFT STATION PUMP REHAB

ITEM	QTY	U/M	DESCRIPTION/TASK	PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT
1	2.00		ABS XFP100E-CB1.2-PE105/4 SUBMERSIBLE PUMP 4" DISCHARGE 14HP 230V 3PHASE (NEW GUIDE RAIL BRACKETS)		401-0-169-9000-475	9,993.00	19,986.00

SUBTOTAL: 19,986.00
 TAX: 0.00
 SHIPPING: 0.00

TOTAL: 19,986.00

TAXABLE: No
 CONFIRMING:



 AUTHORIZED SIGNATURE

IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE

This order is given upon the representation and guaranty of the manufacturer or seller that no breach of any State or Federal Law or Regulation has occurred in connection with the manufacturing, processing, branding, labeling or transportation of the merchandise herein mentioned. If such breach occurs or is charged by any legally constituted State or Federal authority, The buyer shall be entitled to rescind the order and return the unused merchandise and shall also be held harmless by the manufacturer or seller against any penalty incurred and/or the cost of defense of any proceeding designed to penalize the buyer therefore.



Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce Drive
Debary, FL 32713
Phone: 407 330 3456
Phone: 800 323 1731

Sales Representative
Contact Information
Cell Phone: 321-266-1079

TO:	OUA	FROM:	John Scott- S2
ATTN:	Travis	EMAIL:	<u>JSCOTT@HYDRASERVICE.net</u>
PHONE	863-4671599	DATE:	January 17, 2024
FAX:		QUOTE:	240117-1JS
EMAIL:	<u>Tbaugh@QUAFL.org</u>	REF:	OUA LSNW14 Rookerville 14hp 230v Replacement Pumps
		ENG FIRM:	OUA

- 2 ABS Model XFP100E-CB1.2-PE105/4 submersible pump , 4" Discharge , PREMIUM EFFICIENT MOTOR 14 HP, 230 volt, 60 Hertz, 3phase, CB Impeller, with 49 ft power cords. 5 YEAR WARRANTY.
- 2 Guide Rail Brackets,SingleRail,4"Disch,OLDSTYLE,w/Profile Gaskets &SS Hardware(Attached to Pumps)

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOW \$19,986.00 PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET 30 DAYS. PRICES ARE FIRM 30 DAYS "HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.
ESTMTD DELIVERY 1to2 WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.
NO DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____ Review Date: 1/17/24
 _____ John Scott
 NAME OF PURCHASER REVIEWED BY ABS PUMP REP.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 26

FEBRUARY 20, 2024

CROSS-CONNECTION CONTROL PLAN & RESOLUTION

FDEP has requested that the OUA update the June 2003 Cross-Connection Control Plan. Please find attached a copy of the June 2003 plan as well as a proposed 2024 plan.

The plan is required to provide guidance to OUA personnel to protect the potable drinking water system from unauthorized connections which could potentially contaminate the system. The plan update attempts to make note of the most current guidance documents as well as methods and practices.

After review and discussion, OUA staff is recommending approval of Resolution 24-01 and by separate motion approval of the Cross-Connection Control Manual.



OKEECHOBEE UTILITY AUTHORITY

P.O. Box 835
Okeechobee, Florida 34973-0835

(863) 763-9460
FAX: (863) 763-9036

May 28, 2003

Mr. J. W. French
Florida Department of Environmental Protection
P.O. Box 15425
West Palm Beach, Florida 33416-5425

RECEIVED
JUN 12 2003
DEPT. OF ENV. PROTECTION
WEST PALM BEACH

Re: Cross Connection Control

Dear Mr. French:

The Board of Okeechobee Utility Authority (OUA) adopted a Resolution in 1995 to establish a Cross-Connection Control program.. (Copy attached)

We are attempting to update the Resolution and develop a Cross-Connection Control manual for OUA. (Copy attached)

Please review the attached and let me know what changes should be made to comply with FDEP requirements before we present the document to the Board for approval.

On the bottom of page 3 a reference is made to Federal Register, Volume 40, No. 248. I was unable to obtain a copy of this reference for our file. Do you know if this is correct or should we use a different reference as to the responsibility of the supplies of water?

Thank you for your assistance in these matters.

Sincerely,

Landon C. Fortner, Jr.
Executive Director, OUA

*Reviewed w/ L.C.
11/18/03*

Enclosure

RESOLUTION 95-9

A RESOLUTION OF THE OKEECHOBEE UTILITY AUTHORITY OF OKEECHOBEE FLORIDA, TO ESTABLISH A CROSS CONNECTION CONTROL PROGRAM TO PREVENT WATERBORNE DISEASES AND CONTAMINANTS FROM ENTERING THE DISTRIBUTION SYSTEM AND THE WATER SUPPLIED TO THE CUSTOMERS OF THE AUTHORITY, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECEIVED
JUN 12 2003
DEPT OF ENV PROTECTION
WEST PALM BEACH

BE IT RESOLVED BY THE OKEECHOBEE UTILITY AUTHORITY

SECTION I. INTRODUCTION

1.1 Purpose. The purpose of a cross-connection control program is to prevent waterborne diseases and contaminants from entering the distribution system and the water supplied to the customer. The program is intended to prevent delivered water (water that has passed beyond the meter [point of delivery] and into the private distribution system of the consumers) from re-entering the public distribution system and being subsequently delivered to consumers. The program aims to protect the Authority and its customers from those water users which could possibly harm the quality and safety of the public water supply through Backflow and/or cross-connection. ✓

1.2 Responsibility of the Utilities Authority

Provisions of the Florida Safe Drinking Water Act, (Florida Statutes 403.850-403.864), and Florida Administrative Code Chapter 17-555.360 impose responsibilities on public drinking water purveyors as follows: ✓

Community water systems shall establish a routine cross-connection control program to detect and prevent cross-connections that create or may create an imminent and substantial danger to public health. Such program shall be developed using accepted practices of the American Water Works Association guidelines as set forth in AWWA manuals M14, "Backflow Prevention and Cross Connection Control," and "Cross Connection and Backflow Prevention," 2nd Edition.

1.3 Causes of Backflow. Where cross-connection exists, some protection against Backflow is needed to eliminate the possibility of contamination. The causes of Backflow cannot usually be eliminated completely since Backflow is often initiated by accidents or unexpected circumstances. Some causes of Backflow can be partially controlled, however, by good design and informed maintenance. The major causes of Backflow are backsiphonage and backpressure.

a) Backsiphonage. Backsiphonage is caused by reduced or negative pressure being created in the supply piping. A major cause of backsiphonage is the interruption of the supply pressure. This will allow negative pressures to be created by water trying to flow to a lower point in the system. Another cause is undersized piping. If water is withdrawn from a pipe at a very high velocity, the pressure in the pipe is reduced and the pressure differential created can cause water to flow into the pipe from a contaminated source. The entire potable water supply can thus become contaminated due to backsiphonage or contaminants into the potable water supply creating serious health problems.

The principal causes of backsiphonage are:

1. Line repair or break which is lower than a service point,

2. Undersized piping,
3. Lowered pressure in water main due to high water withdrawal rate such as fire-fighting, water main flushing, or water main breaks,
4. Reduced supply main pressure or suction side of a booster pump.

b) **Backpressure.** Back pressure may cause backflow where potable water system is connection to a non-potable system of piping, and the pressure in the non-potable system exceeds that in the potable system. High pressures may be created by means of pumps, boilers, etc. There is a high risk of non-potable water being forced into the potable water system whenever these types of cross-connections are not properly protected.

The principal causes of backpressure are:

1. Booster pump systems designed without backflow prevention devices.
2. Potable water connections to boilers and other pressure systems without backflow prevention devices.
3. Connections with another system which may at times, have a higher pressure.
4. Water stored in tanks or plumbing systems which by virtue of their elevation would create head sufficient to cause backflow if pressure were lowered in the public system.

1.4 **Objectives.** The objectives of the Okeechobee Utility Authority Cross-Connection Control Program are:

a) To protect the Authority's water supply from the possibility of contamination by isolating within the customer's private water system contaminants or pollutants which could, under adverse conditions, backflow through uncontrolled cross-connections into the public water system.

b) To eliminate or control existing cross-connections, actual or potential.

SECTION II. DEFINITIONS

Unless the content specifically indicates otherwise, the meaning of terms used in this resolution shall be as follows:

2.1 **Auxiliary Water Supply.** Any water supply on or available to the premises other than the purveyor's approved potable water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s) (i.e., a well, spring, river, stream, harbor) or "used waters" or "industrial fluids".

2.2 **Backflow.** The flow of water or other liquids, mixtures or substances under pressure into the

distributing pipes of a potable water supply system from any source or sources other than its intended source.

2.3 Back-siphonage. The flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by the sudden reduction of pressure in the potable water supply system.

2.4 Backflow Preventer. A device or means designed to prevent backflow or back-siphonage.

2.5 Contamination. Means an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual hazard to the public health through poisoning or through the spread of disease.

2.6 Cross-Connection. Any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems one of which contains potable water and the other non-potable water or industrial fluids or questionable safety, through which, or because of which, backflow or back-siphonage may occur into the potable water system. A water service connection between a public potable water distribution system and a customer's water distribution system which is cross-connected to a contaminated fixture, industrial fluid system or with a potentially contaminated supply or auxiliary water system, constitutes one type of cross-connection. Other types of cross-connections include connectors such as swing connections, removable sections, four-way plug valves, spools, dummy sections or pipe, swivel or change-over devices, sliding multiport tube, solid connections, etc.

2.7 Cross-Connections - Controlled. A connection between a potable water system and a non-potable water system with an approved backflow prevention device properly installed that will continuously afford the protection commensurate with the degree of hazard.

2.8 Cross-Connection Control by Containment. The installation of an approved backflow prevention device at the water service connection to any customer's premises where it is physically and economically infeasible to find and permanently eliminate or control all actual or potential cross-connections within the customer's water system; or, it shall mean the installation of an approved backflow prevention device on the service line leading to and supplying a portion of a customer's water system where there are actual or potential cross-connections which cannot be effectively eliminated or controlled at the point of cross-connection.

2.9 Executive Director. The Executive Director of the Authority or his authorized representative.

2.10 Hazard, Degree of. The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.

a) Hazard - Health. Any condition, device, or practice in the water supply system and its operation which could create, or in the judgment of the Executive Director may create a danger to the health and well-being of the water consumer. An example of a health hazard is a structural defect, including cross-connections, in a water supply system.

b) Hazard - Pollutional. An actual or potential threat to the physical properties of the water system or to the potability of the public or the consumer's potable water system but which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.

c) Hazard - System. An actual or potential threat of severe damage to the physical properties of the public potable water system or the consumer's potable water system or of a pollution or

contamination which would have a protracted effect on the quality of the potable water in the system.

2.11 Industrial Fluids System. Any system containing a fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, system or pollutional hazard if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated waters; all types of process waters and "used waters" originating from the public potable water system which may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalis, circulated cooling waters connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems; oils, gases, glycerine, paraffins, caustic and acid solutions and other liquid and gaseous fluids used in industrial or other purposes or for fire-fighting purposes.

2.12 Pollution. The presence of any foreign substance (organic, inorganic, or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect such waters from domestic use.

2.13 Authority. The Okeechobee Utility Authority.

2.14 Water - Potable. Any water which, according to recognized standards is safe for human consumption.

2.15 Water - Nonpotable. Water which is not safe for human consumption or which is of questionable potability.

2.16 Water - Point of Delivery. The terminal end of a service connection from the public potable water system; i.e., where the Authority loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system. If a meter is installed then the point of delivery service connection shall mean the downstream end of the meter. There shall be no unprotected takeoffs from the service line ahead of any meter or backflow prevention device located at the point of delivery to the customer's water system. Point of Delivery shall also include a water service connection from a fire hydrant and all other temporary or emergency water service connections from the public potable water system.

2.17 Water - Used. Any water supplied by the Authority from a public potable water system to a consumer's water system after it has passed through the point of delivery and is no longer under the sanitary control of the Authority.

SECTION III. AFFECTED WATER USERS

3.1 All new water connections after the effective date of this resolution shall have an approved backflow prevention device installed at the time of water meter installation. Water service will not be provided until such time as a complete meter/backflow preventer assembly is installed.

3.2 At any time of change in the service installation, or at the request of the customer, a backflow prevention device shall be installed.

3.3 All existing water connections at the time of adoption of this resolution shall have backflow prevention devices installed based on a priority system to be developed by the Executive Director.

SECTION IV. APPROVED BACKFLOW PREVENTERS

4.1 Only the following are considered to be approved backflow prevention devices for use by the Authority.

a) Double Check Valve Assembly. An assembly of two independently operating check valves with tightly closing shut-off valves on each side of the check valves, plus properly located test cocks for the testing of each check valves.

b) Reduced Pressure Principal Device. An assembly of two independently operating check valves with an automatically operating differential relief valve between the two check valves, tightly closing shut-off valves on either side of the check valves, plus properly located test cocks for the testing of the check and relief valves. The entire assembly shall meet the design and performance specifications and approval of a recognized and approved testing agency for backflow prevention assemblies. The device shall operate to maintain the pressure in the zone between the two check valves at a level less than the pressure on the public water supply side of the device. At cessation of normal flow the pressure on the public water supply side of the device. In case of leakage of either of the check valves the differential relief valve shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere.

c) Residential Dual Check. A compact unit manufactured with two (2) independent spring actuated check valves will be used on residential services only.

4.2 The term "Approved Backflow Prevention Device" shall mean a device that has been manufactured in full conformance with the standards established by the American Water Works Association entitled:

A C506 Backflow Prevention Devices - Reduced Pressure
Principal and Double Check Valve Backflow Prevention
Devices

The residential dual check valves shall be approved by the American Society of Sanitary Engineering and meet or exceed all the requirements of ASSE Standard # 1024-1988.

SECTION V. REQUIREMENTS

5.1 Water System.

a) The water system shall be considered as made up of two parts: The Utility System and the Customer System.

b) Utility System shall consist of the source facilities and the distribution system; and shall include all those facilities of the water system under the complete control of the Authority up to the point of delivery the customer's system begins.

c) The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system under the complete control of the Authority.

d) The distribution system shall include the network of conduits used for the delivery of water from the source to the customer's system.

e) The customer's system shall include those parts of the facilities beyond the termination of the utility distribution system which are utilized in conveying utility-delivered domestic water to points of use.

5.2 No water connection to any premises shall be installed or maintained by the Authority unless the water supply is protected by State of Florida laws and regulations and by this resolution. Service of water to any premises affected by this resolution shall be disconnected if a backflow prevention device required has been removed or by-passed. Service will not be restored until such conditions or defects are corrected.

5.3 An approved backflow prevention device shall be installed by the Authority or authorized Representative on each service line to a customer's water system at or near the property line before the first branch ~~line~~ leading off the service line.

5.4 The type of protective device required shall depend upon the degree of hazard which exists as follows:

a) Premises where a potential cross-connection that may contain substances objectionable but not hazardous to health shall be protected by an approved double check valve assembly.

b) Premises having a auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional water supply source by the Executive Director, shall be protected against backflow from the premises by installing a reduced pressure principle device in the service line.

c) Premises where there is any material dangerous to health which is handled in such a fashion are to create an actual or potential hazard to the public water system, the public water system shall be protected by an approved reduced pressure principal backflow prevention device. This shall include the handling of process waters and waters originating from the utility system which have been subject to deterioration in quality.

d) In the case of any premises where there are "uncontrolled" cross-connections, either actual or potential, the public water system shall be protected by an approved reduced pressure principle backflow device at the service connection.

5.5 Maintenance of all backflow prevention devices installed and connected to the OUA water system will be conducted by the Authority or its authorized representative, which must be a certified tested of backflow devices.

5.6 All installations will be provided with reasonable accessibility at all times. Installations may be placed on the consumer's property in some instances, but it will be the responsibility of the consumer to ensure access is maintained for the meter/backflow assembly.

SECTION VI PARTIAL LIST OF FACILITIES USUALLY REQUIRING A BACKFLOW PREVENTION DEVICE AT THE SERVICE CONNECTION

The following types of plants or facilities have been found to contain cross-connections which would, under adverse conditions, constitute a serious potential health hazard to the public water system.

A reduced pressure principle backflow prevention assembly will be required for each of the type connections.

NOTE: INSTALLATIONS REQUIRING CONTINUOUS SERVICE - PARALLEL INSTALLATION IS NECESSARY: Testing requires a water shutdown of about one (1) hour. For facilities that require any uninterrupted supply of water, and when it is not possible to provide water service from two separate meters, provisions shall be made for a parallel installation of backflow prevention devices. The Authority will not accept an unprotected bypass around a backflow preventer when the device is in need of testing, repair or replacement.

- 6.1 Aircraft plants.
- 6.2 Automotive plants.
- 6.3 Auxiliary water systems:
 - a) Private water supply
 - b) "Used water" and "industrial fluids"
- 6.4 Beverage bottling plants.
- 6.5 Breweries.
- 6.6 Buildings-hotels, apartment houses, public and private buildings or any other structure having unprotected cross-connections.
- 6.7 Canneries, packing houses, and reduction plants.
- 6.8 Chemical plants-manufacturing, processing, and compounding or treatment.
- 6.9 Chemically-contaminated water systems.
- 6.10 Civil works.
- 6.11 Dairies and cold storage plants.
- 6.12 Film laboratories.
- 6.13 Fire systems.
- 6.14 Hospitals, medical building, sanitariums, morgues, mortuaries, autopsy facilities, nursing and convalescent homes and clinics.
- 6.15 Irrigation systems.
- 6.16 Metal manufacturing, cleaning, processing, and fabricating plants.
- 6.17 Oil and gas production, storage and transmission properties.
- 6.18 Paper and paper product plants

- 6.19 Plating plants.
- 6.20 Power plants.
- 6.21 Radioactive materials or substances - plants or facilities handling.
- 6.22 Restricted, classified or other closed facilities.
- 6.23 Sand and gravel plants.
- 6.24 Schools and colleges.
- 6.25 Sewage and storm drain facilities.
- 6.26 Waterfront facilities and industries.
- 6.27 Laundry, Commercial.
- 6.28 Restaurants and places preparing food for public consumption.
- 6.29 Strip Shopping Centers.
- 6.30 Public Parks and R.V. Parks.
- 6.31 Swimming Pools, Public.

SECTION VII. TESTING OF BACKFLOW PREVENTERS

The Authority requires the inspection and testing of each above ground Backflow Preventer at least annually. The testing shall be conducted under the supervision of a Certified Tester of Backflow Devices. Results of the test conducted by a certified tester not employed by the Authority shall be furnished to the Authority. The Authority will notify the customer prior to the Required ANNUAL TEST. The customer will pay the fees to the Authority for testing as listed in the Rate Resolution.

All Residential Dual Check Valves shall be removed and replaced with a new or reconditioned dual check valve in a timely manner.

SECTION VIII. NON-COMPLIANCE

The Authority may cause discontinuance of water service if any provisions of the resolution are found to be violated.

SECTION IX. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION X. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption pursuant to law.

DONE AND ADOPTED in regular session by the OKEECHOBEE Utility Authority this 10th
day of October, 1995.

Attest:

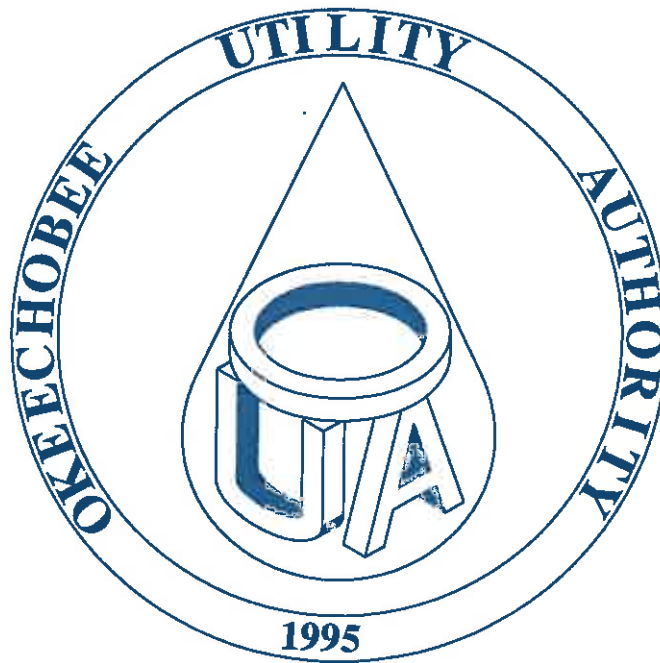
L.C. Fortner
Secretary

Jack Coker
Jack Coker, Chairman

resoluti.oua

CROSS - CONNECTION

CONTROL MANUAL



OKEECHOBEE UTILITY AUTHORITY

JUNE

2003

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1	INTRODUCTION	3
2	DEFINITIONS AND ACRONYMS.....	5
3	GENERAL.....	11
	A. Purpose	
	B. Access to Premises for Inspection and Testing	
4	OVERVIEW.....	12
	A. Purpose	
	B. Causes of Backflow	
5	PROHIBITION OF CROSS-CONNECTIONS.....	14
6	CONTROL OF BACKFLOW.....	15
7	RESPONSIBILITY	16
	A. Cross-connection Program	
	B. Customers	
	C. Backflow Prevention Assembly Installers	
8	INSPECTIONS.....	17
	A. Inspection of Device	
	B. New and Existing Facilities	
9	POTENTIAL HAZARDS & REQUIRED PROTECTION	18
	A. Facilities	
	B. Minimum Type of Protection	
10	RECORD KEEPING	19
11	FIRE SYSTEMS.....	20
	A. Type of Backflow Protection Required/Fire Protection Services	
12	OTHER CROSS-CONNECTION HAZARDS	21
13	TESTING OF BACKFLOW PREVENTERS.....	22
14	PENALTIES FOR NON-COMPLIANCE.....	23
15	REVIEW AND UPDATE	24
16	APPENDICES	
A.	Resolution No. 03-1	
B.	AWWA Manual M 14	
1	Typical Hazards.....(AWWA Manual M14, Chapter 5)	
2	Backflow Prevention and Fire Protection.....(AWWA Manual M14, Chapter 6)	
3	Maintenance and Testing Procedures.....(AWWA Manual M14, Chapter 7)	
4	Backflow Prevention Assembly Field Test Procedures.....(AWWA Manual M14, Chapter 8)	

SECTION 1

INTRODUCTION

A cross-connection is defined in the rules of the "FDEP," Chapter 62-550.200 (20) "FAC" as

".....any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as the result of backflow. By-pass arrangements, jumper connections, removable sections, swivel or changeable devices and other temporary or permanent devices through which or because of which backflow could occur are considered to be cross-connections."

Consequently, either cross-connections or the chance of backflow must be eliminated to prevent degrading the high quality of water that OUA strives to maintain.

Initially, the primary responsibility for safeguarding water quality on private property was left to local health agencies and building departments. Beginning with the "SDWA," dated December 16, 1974, a sequence of laws and regulations evolved that resulted in the current state requirement ("SDW Act," Sections 403.850 - 403.864, Florida Statutes) that all community public water systems have a CCC program. OUA established its CCC Program in 1995 as referenced in Resolution 95-9. This resolution is attached at the end of this document.

The Rules of the FDEP, Chapter 62-555.360 (2), FAC, require the following:

Community water systems and all public water systems which have service areas that are also served by reclaimed water systems as defined in Chapter 62-610, Part III, FAC, shall establish a routine CCC program to detect and prevent cross-connections that create or may create an imminent and substantial danger to public health. (As of the preparation of this document, April, 2003, the only known reclaimed water service system is the Citrus Groves at Williamson Property.) This program shall include a written plan that is developed using accepted practices of the AWWA as set forth in "Recommended Practice for Backflow Prevention and Cross-Connection Control," Manual M14 and "Cross-Connections and Backflow Prevention," 2nd Edition.

CCC programs specific to reuse systems shall consider the following:

- a) Enhanced public education efforts toward prevention of cross-connections, and
- b) Enhanced inspection programs for portions of the distribution system in areas of reuse for detection and elimination of cross-connections.

Upon discovery of a prohibited cross-connection, public water systems shall either eliminate the cross-connection by the installation of an appropriate backflow prevention device acceptable to the FDEP or shall discontinue service until the contaminant source is eliminated.

The "National Interim Primary Drinking Water Regulations," as recorded in the "FR," Vol. 40, No. 248 dated December 24, 1975, made clear that contaminants added to the water by circumstances under the control of the consumer are not the responsibility of the supplier of water. As a matter of policy, this statement is interpreted to mean that the water supplier is not responsible for water

quality degradation caused by a failure within and on the customer's property; e.g., caused by a cross-connection. However, should a failure result in water quality degradation taking place within a private facility but traveling to another private facility, (backflow/back-siphonage) the water supplier could be held responsible unless it is possible to show that the water supplier took reasonable precautions to protect the public water supply.

In compliance with the rules of the FDEP and Appendix "D" of the "Standard Plumbing Code," Okeechobee County, the following is OUA's policy on CCC.

We urge you to acquaint yourself with the policies and information presented in this manual. It is only through the education and commitment of persons like you that we can control the hazards presented by cross-connections within our public drinking water supply. OUA stands behind this policy and its enforcement, and will offer its assistance to all who share the responsibility of safe water.

SECTION 2

DEFINITIONS AND ACRONYMS

AWWA	American Water Works Association
BF	Backflow
CCC	Cross-connection Control
CO	Certificate of Occupancy
DCA	Double Check Valve Assembly
DDC	Double detection check valve
FAC	Florida Administrative Code
FDEP	Florida Department of Environmental Protection
SDWA	Safe Drinking Water Act
OUA	Et. Pierce Utilities Authority
FR	Federal Register
FW & PCOA	Florida Water and Pollution Control Operators Association
JURISDICTIONAL AUTHORITY	Any enforcing agency with powers to do whatever necessary to bring a violator into compliance with the policy or law set forth. FDEP, all city/county/state/federal agencies
POLICY	This document
RP	Reduced pressure
RPBA	Reduced pressure backflow assembly
RPZ	Reduced pressure zone
SPC	Standard Plumbing Code
TREEO	Training, Research and Education for Environmental Occupations Center, University of Florida.

AIR-GAP SEPARATION

The term air-gap separation shall mean a physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. An approved air-gap separation shall be a distance of at least two times the diameter of the supply pipe measured vertically above the top rim of the vessel with a minimum distance of one (1) inch.

APPROVED

Accepted by the Executive Director of OUA or his designee as meeting an applicable specification of OUA or of the FDEP.

ATMOSPHERIC VACUUM BREAKER

A backflow prevention device which is operated by atmospheric pressure in combination with the force of gravity. The unit is designed to work on a vertical plane only. The one moving part consists of a poppet valve which must be carefully sized to slide in a guided chamber and effectively shut off the reverse flow of water when a negative pressure exists.

AUXILIARY WATER SUPPLY

Any water supply on or available to the premises other than the supplier's approved public potable water supply. These auxiliary waters may include water from another supplier's water supply, a private non-potable water supply or any natural source(s) such as a well, spring, river, stream, harbor, etc., or "used waters" or "industrial fluids." These waters may be contaminated or they may be objectionable, and constitute an unacceptable water source over which the water supplier does not have sanitary control.

BACKFLOW

The flow of water or other liquids, mixtures or substances under pressure into the distribution pipes of a potable water supply system from any source or sources other than its intended source.

BACKFLOW PREVENTION ASSEMBLY

A backflow prevention assembly shall mean any effective device, method or construction used to prevent backflow into a potable water system. The type of assembly used should be based on the degree of hazard, either existing or potential.

APPROVED BACKFLOW PREVENTION ASSEMBLY

The term approved backflow prevention assembly shall mean an assembly that has met the requirements of one or more of the following standards:

AWWA

C511-89 Standard for Reduced-Pressure Principle Backflow Prevention Assembly

AWWA

C510-89 Standard for Double Check Valve Backflow Prevention Assembly

ASSE

- 1020 Pressure Type Vacuum Breakers
- 1024 Dual Check Type backflow preventer (Residential service connections only)
- 1013 Reduced pressure principle, back pressure backflow preventers that have met completely the laboratory and field performance specifications of the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research (USC-FCCCHR).

BACKPRESSURE

Backpressure shall mean any elevation of pressure in the downstream piping system (by pump, elevation of piping, or steam and/or air pressure) above the supply pressure at the point of consideration, which would cause or tend to cause a reversal of the normal flow.

BACKSIPHONAGE

The flow of water or other liquids, mixtures or substances into distribution lines of a potable water supply system from any source other than its intended source caused by the reduction of pressure in the potable water system.

CONTAMINATION

An impairment of the quality of the potable water supply by any solid, liquid, gaseous compounds or mixtures to a degree which would create a danger to the public health or would create an unacceptable taste, odor or color to the potable water.

CROSS-CONNECTION

A cross-connection is defined in the rules of the FDEP, Chapter 62-550.200 (20) FAC) as:

"any physical arrangement whereby a public water supply is connected, directly or indirectly with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as the result of backflow. By-pass arrangements, jumper connections, removable sections, swivel or changeable devices and other temporary or permanent devices through which or because of which backflow could occur are considered to be cross-connections."

CUSTOMER

Any person, business or other entity whose name or names appear on billing for a water service connection.

CUSTOMER'S WATER SYSTEM

The term "customer's water system" shall include any water system located on the consumer's premises, whether supplied by a public potable water system or any auxiliary water supply. The system or systems may be either a potable water system or an industrial piping system. It should be understood that OUA accepts no responsibility for the operation, maintenance, or repairs for said customers water system.

EXECUTIVE DIRECTOR

The Executive Director of the OUA who is invested with the authority and responsibility for the implementation of an effective cross-connection program and for the enforcement of the provisions of this policy.

DOUBLE CHECK VALVE ASSEMBLY

An assembly composed of two single, independently acting, check valves, including tightly closing shut-off valves located at each end of the assembly and suitable connections for testing the watertightness of each check valve. A check valve is a valve that is drip-tight in the normal direction of flow when the inlet pressure is one p.s.i. and the outlet pressure is zero. The check valve shall permit no leakage in a direction reverse to the normal flow. The closure element (e.g., clapper) shall be internally weighted or otherwise internally loaded to promote rapid and positive closure.

DEGREE OF HAZARD

The term "degree of hazard" is a qualification of the potential risk to public health and the adverse affect upon the public water system that may result from cross-connections within a water using facility. Establishing the degree of hazard is directly related to the type and toxicity of contaminants that could feasibly enter the public water supply system and is determined by OUA.

HAZARD-HEALTH

A cross-connection or potential cross-connection involving any substance that could, if introduced in the potable water supply, cause death, illness, spread disease, or has a high probability of causing such effects.

HAZARD-NONHEALTH

A cross-connection or potential cross-connection involving any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable if introduced into the potable water supply.

HAZARD-PLUMBING

A plumbing-type cross-connection in a consumer's potable water system that has not been properly protected by an approved air gap or an approved backflow-prevention assembly.

HAZARD-SYSTEM

An actual or potential threat of severe damage to the physical properties of the public potable water system or the consumer's potable water system or of a pollution or contamination that would have a protracted affect on the quality of the potable water in the system.

INDUSTRIAL PIPING SYSTEM - CONSUMER'S

The term "consumer's industrial piping system" shall mean any system used by the consumer for transmission of or to store any fluid, solid or gaseous substance other than an approved water supply. Such a system would include all pipes, conduits, tanks, receptacles, fixtures, equipment and appurtenances to produce, convey or store substances, which are or may be polluted or contaminated.

PRESSURE VACUUM BREAKER

A pressure vacuum breaker is similar to an atmospheric vacuum breaker except that the checking unit "poppet valve" is activated by a spring. This type of vacuum breaker does not require a negative pressure to react and can be used on the pressure side of a valve.

REDUCED PRESSURE BACKFLOW PREVENTER

An assembly containing within its structure a minimum of two independently acting, approved check valves, together with an automatic operating pressure differential relief valve located between the two check valves. The first check valve reduces the supply pressure a predetermined amount so that during normal flow and at cessation of normal flow the pressure between the check valves shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve by discharging to atmosphere, shall operate to maintain the pressure between the check valves less than the supply pressure. The unit shall include tightly closing shut-off valves located at each end of the device, and each device shall be fitted with properly located test cocks.

RECLAIMED WATER

Water that has received at least secondary treatment and is reused after flowing out of a wastewater treatment facility.

RESIDENTIAL DUAL CHECK

A compact unit manufactured with two independent spring actuated check valves. The residential dual check is acceptable only as added back-flow prevention on residential connections.

REUSE

The deliberate application of reclaimed water in compliance with the FDEP and Water Management District rules for a beneficial purpose.

SERVICE CONNECTION

The terminal end of a service connection from the public potable water system, that is, where the water supplier loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system. A meter is installed at the end of the OUA service connection, then the service connection shall mean the downstream end of the meter and the backflow preventer. Service connection shall also include water service connection from a fire hydrant and all other temporary or emergency water service connections from the public potable water system.

WATER SUPPLIER

The term water supplier shall mean the owner or operator of the public potable water system supplying an approved water supply to the public. The utility shall be one that is operating under a valid permit from the FDEP. As used herein, the term "water supplier" and OUA may be used synonymously.

WATER-USED

Any water supplied by a water supplier from a public potable water system to a customer's water system after it has passed through the point of delivery and is no longer under the sanitary control of the water supplier.

SECTION 3

GENERAL

A. PURPOSE

It is the purpose of this manual to establish policies and procedures concerning cross-connections and backflow prevention devices for protection of OUA's water system requiring installation, inspection, testing, maintenance and repair of the devices.

B. ACCESS TO PREMISES FOR INSPECTION AND TESTING

OUA shall have free access to the premises of any user of its water supply for the purpose of inspecting, and/or testing the backflow devices owned, installed, or maintained by OUA. If it is suspected that cross-connection exists, OUA may request the jurisdictional authority to take appropriate action.

SECTION 4

OVERVIEW

A. PURPOSE

The purpose of this Policy is to protect the public potable water supply from the possibility of contamination. To promote the elimination or control of existing cross-connections, actual or potential, between its customers' on-site plumbing system and the public water supply; and to provide for the maintenance of a continuing program of cross-connection control which will systematically and effectively prevent the contamination of the potable water distribution system. More exactly, the Policy is intended to prevent delivered water (water that has passed beyond the public water system and is in the private distribution systems of consumers) from re-entering the public distribution system.

B. CAUSES OF BACKFLOW

The causes of backflow cannot be eliminated completely since backflow is often initiated by accidents or unexpected circumstances. However, some causes of backflow can be partially controlled by good design and informed maintenance. Listed below are the many causes of backflow as outlined under the two types of backflow, backsiphonage and backpressure.

1. Backsiphonage

Backsiphonage is caused by reduced or negative pressure being created in the supply piping. The principal causes of backsiphonage are:

- a) Line repair or a break which is lower than a service point. This will allow negative or reduced pressures to be created by water trying to flow to a lower point in the system.
- b) Undersized piping if water is withdrawn from a pipe at a very high velocity. The pressure in the pipe is reduced and the pressure differential created can cause water to flow into the pipe from a contaminated source.
- c) Lowered pressure in the water main due to high water withdrawal rate such as fire fighting, water main flushing, or water main breaks.
- d) Reduced supply main pressure on suction side of a booster pump.

2. Backpressure

Backpressure may cause backflow to occur where a potable water system is connected to a non-potable system of piping, and the pressure in the non-potable system of piping exceeds that in the potable system. The principal causes of backpressure are:

- a) Booster pump systems designed without backflow prevention devices.
- b) Potable water connections to boilers and other pressure systems without backflow prevention devices.
- c) Connections with another system that may, at times, have a higher pressure.
- d) Water stored in tanks or plumbing systems, which by virtue of their elevation would create head sufficient to cause backflow if pressure was lowered in the public system.

SECTION 5

PROHIBITION OF CROSS-CONNECTIONS

All cross-connections not protected by approved backflow prevention devices are prohibited and shall be corrected within the (30) thirty day period following written notification in an existing installation. In the case of proposed installations, approved backflow devices must be installed prior to the CO.

If the cross-connection poses a severe hazard to public health, OUA shall be empowered to immediately terminate the customer's water service until the situation has been corrected.

It shall be unlawful for the customer to make or allow others to create a cross-connection of potable water lines with either auxiliary water systems or piping and equipment containing toxic, harmful or objectionable substances. The customer shall be held responsible for adhering to this prohibition.

SECTION 6

CONTROL OF BACKFLOW

Backflow prevention assemblies shall be installed by the OUA on all the service connections of any premises. OUA's "CCC Manual" shall serve as a guide to define potential cross-connection and the solutions for preventing backflow into the OUA's water supply system. Unless otherwise stated in this chapter or in other city, county, state or federal laws and regulations, the recommendations of Manual M-14, AWWA, "Recommended Practice for Backflow Prevention and Cross-connection Control" shall be used and shall apply to both the customer and the OUA.

Backflow prevention assemblies will be tested and inspected at least annually. Testing, maintenance and repair of the backflow prevention device must be performed by an OUA Certified Backflow Technician or designee.

*By whom -
what about
at least*

SECTION 7 RESPONSIBILITY

A. CROSS-CONNECTION PROGRAM

The responsibilities of OUA's CCC Program in accordance with the rules of the FDEP Chapter 62-555, FAC are as follows:

To protect the OUA's water supply from the possibility of contamination by isolating within its consumers' private plumbing systems, contaminants or pollutants which could, under adverse conditions, backflow through uncontrolled cross-connections into the public water system.

To provide a routine continuing inspection program of OUA owned and installed cross-connection control devices, which are intended to effectively control all actual or potential cross-connections between the customer's on site system (discharge side of the OUA's backflow device) and the OUA system.

B. CUSTOMERS

The customer's responsibility starts at the point of delivery (customers side of the OUA's backflow device) from the public potable water system and includes all of their water system. In the event of accidental pollution or contamination of the public or consumer's potable water system due to backflow on or from customer's premises, the owner shall promptly take steps to confine further spread of pollution or contamination within the customer's premises, and shall immediately notify OUA of the hazardous condition.

C. BACKFLOW PREVENTION ASSEMBLY INSTALLERS

All backflow devices will be owned, installed and maintained by OUA or their designated representative. After installation of the approved device, OUA will record and maintain all records with the following information:

- 1) service address where device is located
- 2) account number
- 3) description of assembly's location and size
- 4) date of installation
- 5) type of assembly
- 6) manufacturer
- 7) model number
- 8) serial number
- 9) initial test results
- 10) future test results
- 11) parts replaced

Following installation by a Certified Backflow Technician, all RP's and DDC's are required to be tested. Record keeping is discussed in further detail in Section 10.

SECTION 8
INSPECTIONS

A. INSPECTION OF DEVICES

OUA will routinely inspect, test for proper operation, maintain, and repair all OUA owned and installed backflow devices.

B. NEW AND EXISTING FACILITIES

All new and existing facilities must meet all federal/state/city/county guidelines for on-site facilities. OUA will install backflow devices at the point of service connection.

SECTION 9

POTENTIAL HAZARDS & REQUIRED PROTECTION

A. MINIMUM TYPE OF PROTECTION

<u>DESCRIPTION</u>	<u>TYPE</u>
Premises having an auxiliary water system not connected to public water system.	RPBA
Premises having a water storage tank, reservoir, point, or similar appurtenance.	RPBA
Premises having a steam boiler, cooling system or hot water heating system where chemical water conditioners are used.	RPBA
Premises having submerged inlets to equipment.	RPBA
Premises having self-draining yard hydrants, fountains, hose boxes or similar devices presenting a health or system hazard. (i.e., chemical storage plants, tank farms, bulk storage yards.)	RPBA
Premises having self-draining/yard hydrants, fountains, hose boxes or similar devices presenting a pollution hazard (i.e., parks, play fields, cemeteries.)	RPBA
Other specified by Okeechobee Utility Authority	

SECTION 10

RECORD KEEPING

It is essential that the program administrator of a cross-connection control program keep adequate records of all transactions. In addition to keeping records of all correspondence, particular emphasis must be placed on developing a record system that accommodates monitoring of the following:

- installation date of assembly
- location of backflow-prevention assembly
- inspection and testing of backflow-prevention assembly
- the performance of backflow-prevention assembly
- the performance of licensed testers
- account number
- description of assembly's location and size
- date of installation
- type of assembly
- manufacturer
- model number
- serial number
- initial test results
- future test results
- parts replaced

SECTION 11
FIRE SYSTEMS

A. BACKFLOW PROTECTION/FIRE PROTECTION SERVICES REQUIRED

Fire systems may be divided into six (6) general classes, as described in AWWA Manual M14, Chapter 6 entitled "Backflow Prevention and Fire Protection."

Due to the variety of installation designs of fire systems which may preclude the use of a meter, the point of service shall be defined as the valve on the discharge side of the backflow device. An approved backflow prevention assembly of the type designated by the above referenced manual shall be installed on each fire protection service to any premises where the fire protection system contains any of the components listed unless, it is determined that no real or potential health, pollution, or system hazard to the public water system exists.

SECTION 12

OTHER CROSS-CONNECTION HAZARDS

EXTERMINATING COMPANIES

All tanks, tank trucks, and spraying apparatus used to convey pesticides in an exterminating process are required to use only designated-protected potable water fill locations. Filling with potable water at unspecified locations or private residences is prohibited. All filling locations will consist of over-head piping arrangements with correctly installed pressure vacuum breakers. If for any reason an overhead piping arrangement cannot be used, a RPBA backflow preventer must be installed on the fill line. All filling locations must be approved by OUA.

MISCELLANEOUS USES OF WATER FROM FIRE HYDRANTS

The operation of fire hydrants by other than authorized personnel is prohibited. OUA may permit the use of water from a fire hydrant for construction or other purposes provided the applicant shall properly apply for, and adhere to backflow requirements at the hydrant meter.

PORTABLE SPRAY AND CLEANING EQUIPMENT

Any portable pressure spray or cleaning units that have the capability of connecting to any potable water supply and do not contain a built-in approved air gap, should be fitted with a reduced pressure backflow device.

PRIVATE WELLS

Shall not be interconnected unless the public supply is protected by a RPBA at the service connection, and approval is given by the Executive Director of Okeechobee Utility Authority.

Note: Any device, equipment, or situation not covered by this cross-connection policy, which may constitute a potential health hazard, will be examined for appropriate treatment by Okeechobee Utility Authority or its authorized agent.

SECTION 13

TESTING OF BACKFLOW PREVENTERS

It shall be the responsibility of OUA to test all OUA installed, owned, and maintained backflow prevention assemblies. To have thorough inspections and operational tests made based on the frequency as defined by the OUA. Frequency may be established for annual testing or more often in those instances where inspections indicate a need. The inspections will be performed by a certified technician directly employed by, or contracted by OUA.

Testing requires a water shutdown usually lasting five (5) to twenty (20) minutes. For facilities that require an uninterrupted supply of water, and when it is not possible to provide water service from two separate meters, provisions may be made for a "parallel installation" of backflow prevention assemblies or lockable test ports that are not readily available for dispensing water service to the customer.

Under no circumstances will any unprotected bypass around a backflow preventer be used when the assembly is in need of testing, repair or replacement. In cases where no parallel assembly is available, a portable RPBA must be used while tests are being accomplished.

SECTION 14

PENALTIES FOR NON-COMPLIANCE

TERMINATION OF SERVICE

Service may be immediately terminated to the premises for evidence of tampering, altering, disturbing, or otherwise interfering with the proper operation of an OUA owned backflow prevention assembly.

SECTION 15
REVIEW AND UPDATE

OUA will, on an annual basis, review and if necessary, update the cross-connection control policy to meet current local, state and federal standards.

SECTION 16

APPENDIX A

RESOLUTION NO. 03-____

A RESOLUTION OF THE OKEECHOBEE UTILITY AUTHORITY OF OKEECHOBEE COUNTY, FLORIDA TO ESTABLISH A CROSS-CONNECTION CONTROL PROGRAM TO PREVENT WATER-BORNE DISEASES AND CONTAMINANTS FROM ENTERING THE DISTRIBUTION SYSTEM AND THE WATER SUPPLIES TO THE CUSTOMERS OF THE OKEECHOBEE UTILITY AUTHORITY.

BE IT RESOLVED BY THE OKEECHOBEE UTILITY AUTHORITY:

SECTION I. INTRODUCTION

1.1 Purpose. The purpose of a cross-connection control program is to prevent water-borne diseases and contaminants from entering the distribution system and the water supplied to the customer. The program is intended to prevent delivered water (water that has passed into the private distribution systems of the consumers) from re-entering the public distribution system and being subsequently delivered to consumers. The program aims to protect the Utility Authority and its customers from those water users which could possibly harm the quality and safety of the community water supply through backflow and/or cross-connection.

1.2 Responsibility of the Utilities Authority

As a result of the Florida Safe Drinking Water Act (Florida Statutes 403.850-403.864), Florida Administrative Code Chapter 62-555 entitled Public Drinking Water Systems in the rules of the Department of Environmental Regulation (17-22.107, Section 4), addresses Cross-connection Control. Responsibilities of public drinking water purveyors are stated as follows:

Community water systems are required to establish a routine cross-connection control program for the purpose of detecting and preventing cross-connections that create or have the potential to create an imminent and substantial danger to public health by and from contamination due to the cross-connection.

Appendix D of the Standard Plumbing Code by the Southern Building Code Congress, entitled Cross-connection, Backflow and Back-siphonage Control discusses the responsibilities of water purveyors. Section D-2(b) states:

The Water Purveyor is primarily responsible for the contamination and pollution of the public water mains. Such responsibility begins at the point of origin of the public water supply and includes adequate treatment facilities and water mains, and ends at the point of entrance to the consumer's water system, provided adequate backflow and back-siphonage protection is maintained on all water supply systems directly connected to the Water Purveyor's public system.

1.3 **Causes of Backflow.** Where cross-connections exist, some protection against backflow is needed to eliminate the possibility of contamination. The causes of backflow cannot usually be eliminated completely since backflow is often initiated by accidents or unexpected circumstances. Some causes of backflow can be partially controlled by good design and informed maintenance. The major causes of backflow are backsiphonage and backpressure.

a. **Backsiphonage.** Backsiphonage is caused by reduced or negative pressure being created in the supply piping. A major cause of backsiphonage is the interruption of the supply pressure. This will allow negative pressures to be created by water trying to flow to a lower point in the system. Another cause is undersized piping. If water is withdrawn from a pipe at a very high velocity, the pressure in the pipe is reduced and the pressure differential created can cause water to flow into the pipe from a contaminated source. The entire potable water supply can thus become contaminated due to backsiphonage of contaminants into the potable water supply creating serious health problems.

The principal causes of backsiphonage are:

- (1) Line repair or break which is lower than a service point.
- (2) Undersized piping.
- (3) Lowered pressure in water main due to high water withdrawal rate such as fire-fighting, water main flushing, or water main breaks.
- (4) Reduced supply main pressure on suction side of a booster pump.

- b. **Backpressure.** Backpressure may cause backflow where potable water system is connected to a non-potable system of piping, and the pressure in the non-potable system exceeds that in the potable system. High pressures may be created by means of pumps, boilers, etc. There is a high risk of non-potable water being forced into the potable water system whenever these types of cross-connections are not properly protected.

The principal causes of backpressure are:

- (1) Booster pump systems designed with backflow prevent devices.
- (2) Potable water connections to boilers and other pressure systems with backflow prevention devices.
- (3) Connections with another system which may at times, have a higher pressure.
- (4) Water stored in tanks or plumbing systems, which by virtue of their elevation, would create head sufficient to cause backflow if pressure were lowered in the public system.

1.4 **Objectives.** The objectives of the Okeechobee Utility Authority Cross-Connection Control Program are:

- a. To protect the Utilities Authority water supply from the possibility of contamination by isolating within the customer's private water system contaminants or pollutants which could, under adverse conditions, backflow through uncontrolled cross-connections into the public water system
- b. To eliminate or control existing cross-connections, actual or potential.

SECTION II. DEFINITIONS

Unless the content specifically indicates otherwise, the meaning of terms used in this resolution shall be as follows:

- 2.1 **Auxiliary Water Supply.** Any water supply on or available to the premises other than the purveyor's approved public potable water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s), i.e., a well, spring, river stream, harbor, or "used waters" or "industrial fluids."

- 2.2 **Backflow.** The flow of water or other liquids, mixtures, or substances under pressure into the distributing pipes of a potable water supply system from any source or sources other than its intended source.
- 2.3 **Back-siphonage.** The flow of water or other liquids, mixtures or substances into the distributing pipes of a potable water supply system from any source other than its intended source caused by the sudden reduction of pressure in the potable water supply system.
- 2.4 **Backflow Preventer.** A device or means designed to prevent backflow or back-siphonage.
- 2.5 **Contamination.** Means an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual hazard to the public health through poisoning or through the spread of disease.
- 2.6 **Cross-Connection.** Any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems, one of which contains potable water and the other non-potable water or industrial fluids of questionable safety, through which, or because of which, backflow or back-siphonage may occur into the potable water system. A water service connection between a public potable water system. A water service connection between a public potable water distribution system and a customer's water distribution system which is cross-connected to a contaminated fixture, industrial fluid system or with a potentially contaminated supply or auxiliary water system, constitutes one type of cross-connection. Other typed of cross-connections include connectors such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or change-over devices, sliding multiport tube, solid connections, etc.
- 2.7 **Cross-Connections – Controlled.** A connection between a potable water system and a non-potable water system with an approved backflow prevention device properly installed that will continuously afford the protection commensurate with the degree of hazard.

- 2.8 Cross-Connection Control by Containment. The installation of an approved backflow prevention device at the water service connection to any customer's premises where it is physically and economically unfeasible to find and permanently eliminate or control all actual or potential cross-connections within the customer's water system; or, it shall mean the installation of an approved backflow prevention device on the service line leading to and supplying a portion of a customer's water system where there are actual or potential cross-connections which cannot be effectively eliminated or controlled at the point of cross-connection.
- 2.9 Executive Director. The Executive Director of the Okeechobee Utility Authority or his authorized representative.
- 2.10 Hazard, Degree of. The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.
- a. Hazard – Health. Any condition, device, or practice in the water supply system and its operation which could create, or in the judgment of the Executive Director may create a danger to the health and well-being of the water consumer. An example of a health hazard is a structural defect, including cross-connections, in a water supply system.
- b. Hazard – Pollutinal. An actual or potential threat to the physical properties of the water system or to the potability of the public or the consumer's potable water system but which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.
- c. Hazard – System. An actual or potential threat of severe damage to the physical properties of the public potable water system or the consumer's potable water system or of a pollution or contamination which would have a protracted effect on the quality of the potable water in the system.
- 2.11 Industrial Fluids System. Any system containing a fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, system or pollutinal hazard if

introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated waters; all types of process waters and "used waters" originating from the public potable water system which may have deteriorated in sanitary quality; chemicals in fluid form; plating acid and alkalis, circulated cooling waters connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, spring, streams, rivers, bays, harbors, seas, irrigation canals or systems; oils, gases, glycerin, paraffin, caustic and acid solutions and other liquid and gaseous fluids used in industrial or other purposes or for fire-fighting purposes.

- 2.12 Pollution. Means the presence of any foreign substance (organic, inorganic, or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect such waters for domestic use.
- 2.13 Utilities Authority. The Okeechobee Utility Authority.
- 2.14 Water – Potable. Any water which, according to recognized standards is safe for human consumption.
- 2.15 Water – Nonpotable. Water which is not safe for human consumption or which is of questionable potability.
- 2.16 Water – Service Connection. The terminal end of a service connection from the public potable water system, i.e., where the Authority loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system. If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter. There should be no unprotected takeoffs from the service line ahead of any meter or backflow prevention device located at the point of delivery to the customer's water system. Service connection shall include water service connection from a fire hydrant and all other temporary or emergency water service connections from the public potable water system.

- 2.17 Water – Used. Any water supplied by the Authority from a public potable water system to a consumer's water system after it has passed through the point of delivery and is no longer under the sanitary control of the Authority.

SECTION III. AFFECTED WATER USERS

- 3.1 All new water connections after the effective date of this resolution shall have an approved backflow prevention device installed at the time of water meter installation. Water service will not be provided until such time as a complete meter/backflow preventer assembly is installed.
- 3.2 At any time of change in the service installation, or at the request of the customer, a backflow prevention device shall be installed.
- 3.3 All existing water connections at the time of adoption of this resolution shall have backflow prevention devices installed based on a priority system to be developed the Executive Director.

SECTION IV. APPROVED BACKFLOW PREVENTERS

- 4.1 Only the following are considered to be approved backflow prevention devices for use by the Okeechobee Utility Authority:
- a. Double Check Valve Assembly. An assembly of two independently operating check valves with tightly closing shut-off valves on each side of the check valves, plus properly located test cocks for the testing of each check valve.
 - b. Reduced Pressure Principle Device. An assembly of two independently operating check valves with an automatically operating differential relief valve between the two check valves, tightly closing shut-off valves on either side of the check valves, plus properly located test cocks for the testing of the check and relief valves. The entire assembly shall meet the design and performance specifications and approval of a recognized and approved testing agency for backflow prevention assemblies. The device shall operate to maintain the pressure in the zone between the two check valves at a level less than the pressure on the public water supply side of

the device. At cessation of normal flow the pressure between the two check valves shall be less than the pressure on the public water supply side of the device. In case of leakage of either of the check valves the differential relief valve shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere.

- 4.2 The term "Approved Backflow Prevention Device" shall mean a device that has been manufactured in full conformance with the standards established by the American Water Works Association entitled:

AWWA C506 Backflow Prevention Devices – Reduced Pressure Principle and Double Check Valve Backflow Prevention Devices

SECTION V. REQUIREMENTS

5.1 Water System.

- a. The water system shall be considered as made up of two parts: The Utility System and the Customer System.
- b. Utility System shall consist of the source facilities and the distribution system; and shall include all those facilities of the water system under the complete control of the Utilities Authority up to the point where the customer's system begins.
- c. The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system.
- d. The distribution system shall include the network of conduits used for the delivery of water from the source to the customer's system.
- e. The customer's system shall include those parts of the facilities beyond the termination of the utility distribution system which are utilized in conveying utility-delivered domestic water to points of use.

- 5.2 No water service connection to any premises shall be installed or maintained by the Okeechobee Utility Authority unless the water supply is protected as required by State of Florida laws and regulations and by this resolution. Service of water to any premises affected by this resolution shall be discontinued if a backflow prevention device required has been removed or by-passed. Service will not be restored until such conditions or defects are corrected.
- 5.3 An approved backflow prevention device shall be installed by the Okeechobee Utility Authority on each service line to a customer's water system at or near the property line before the first branch line leading off the service line.
- 5.4 The type of protective device required shall depend upon the degree of hazard which exists as follows:
- a. Premises where a potential cross-connection that may contain substances objectionable but not hazardous to health shall be protected by an approved double check valve assembly.
 - b. Premises having an auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional water supply source by the Executive Director, shall be protected against backflow from the premises by installing a reduced pressure principle device in the service line.
 - c. Premises where there is any material dangerous to health which is handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system shall be protected by an approved reduced pressure principle backflow prevention device. This shall include the handling of process waters and waters originating from the utility system which have been subject to deterioration in quality.
 - d. In the case of any premises where there are "uncontrolled" cross-connections, either actual or potential, the public water system shall be protected by an approved reduced pressure principle backflow prevention device at the service connection.
- 5.5 Maintenance of all Authority installed backflow prevention devices will be conducted by the Okeechobee Utility Authority or its authorized representative.

- 5.6 All installations will be provided with reasonable accessibility at all times. Installations may be placed on the consumer's property in some instances, but it will be the responsibility of the consumer to ensure access is maintained for the meter/backflow assembly.

SECTION VI. PARTIAL LIST OF FACILITIES USUALLY REQUIRING A BACKFLOW PREVENTION DEVICE AT THE SERVICE CONNECTION

The following **types** of plants or facilities have been found to contain cross-connections which would, under adverse conditions, constitute a serious potential health hazard to the public water system.

NOTE: INSTALLATIONS REQUIRING CONTINUOUS SERVICE: PARALLEL INSTALLATION IS NECESSARY. Testing requires a water shutdown of about one (1) hour. For facilities that require any uninterrupted supply of water, and when it is not possible to provide water service from two separate meters, provisions shall be made for a parallel installation of backflow prevention devices. The Utilities Authority will not accept an unprotected bypass around a backflow preventer when the device is in need of testing, repair or replacement.

- 6.1 Aircraft plants.
- 6.2 Automotive plants.
- 6.3 Auxiliary water systems:
 - a. Private water supply.
 - b. "Used water" and "industrial fluids."
- 6.4 Beverage bottling plants.
- 6.5 Breweries.
- 6.6 Buildings – hotels, apartment houses, public and private buildings or any other structures having unprotected cross-connection.
- 6.7 Canneries, packing houses, and reduction plants.
- 6.8 Chemical plants – manufacturing, processing, and compounding or treatment.
- 6.9 Chemically-contaminated water systems.
- 6.10 Civil works.
- 6.11 Dairies and cold storage plants.
- 6.12 Film laboratories.

- 6.13 Fire systems.
- 6.14 Hospital, medical buildings, sanitariums, morgues, mortuaries, autopsy facilities, nursing and convalescent homes, and clinics.
- 6.15 Irrigation systems.
- 6.16 Metal manufacturing, cleaning, processing, and fabricating plants.
- 6.17 Oil and gas productions, storage and transmission properties.
- 6.18 Paper and paper product plants.
- 6.19 Plating plants.
- 6.20 Power plants.
- 6.21 Radioactive materials or substances – plants or facilities handling.
- 6.22 Restricted, classified or other closed facilities.
- 6.23 Sand and gravel plants.
- 6.24 Schools and colleges.
- 6.25 Sewage and storm drain facilities.
- 6.26 Waterfront facilities and industries.

SECTION VII. TESTING OF BACKFLOW PREVENTERS

The Okeechobee Utility Authority will inspect and conduct operational tests at all backflow preventer installations. Results of the tests will be maintained by the Authority. Requests by the customer for test result data can be made in writing through the Executive Director.

SECTION VIII. NON-COMPLIANCE

The Okeechobee Utility Authority may cause discontinuance of water service if any provisions of the resolution are found to be violated.

APPENDIX B

AWWA MANUAL M-14

- | | | |
|----|---|-----------|
| 1. | Typical Hazards | Chapter 5 |
| 2. | Backflow Prevention and Fire Protection | Chapter 6 |
| 3. | Maintenance and Testing Procedures | Chapter 7 |
| 4. | Backflow Prevention Assembly Field Test Procedure | Chapter 8 |

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OKEECHOBEE UTILITY AUTHORITY

CROSS-CONNECTION CONTROL MANUAL



FEBRUARY 20, 2024

DRAFT

Cross-Connection Control Manual for the Okeechobee Utility Authority

February 2024

The Okeechobee Utility Authority (OUA), PWSID 4470257, has the responsibility to protect itself from contamination caused by cross-connections on customers' premises. A cross-connection is defined in Rule 62-550.200, Florida Administrative Code (F.A.C.), as follows:

“CROSS-CONNECTION” means any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage or other waste, or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as the result of backflow. By-pass arrangements, jumper connections, removable sections, swivel or changeable devices, and other temporary or permanent devices through which or because of which backflow could occur are considered to be cross-connections.

Pursuant to Rule 62-555.360, F.A.C., the OUA is required to establish and implement a cross-connection control (CCC) program utilizing backflow protection at or for certain service connections. The CCC program must include a written plan that contains, as a minimum, the following elements:

- I. Legal authority for the OUA's CCC program.
- II. The OUA's policy requiring certain backflow protection devices at or for service connections to the OUA system.
- III. The OUA's policy regarding ownership, installation, inspection/testing, and maintenance of those required backflow protection devices at or for service connections to the OUA system.
- IV. The OUA's procedures for evaluating a customers' premises to establish the appropriate category of backflow protection device necessary for the service connection to protect the OUA system.
- V. The OUA's procedures for maintaining CCC program records.

Note: Throughout this CCC manual, the term “customer” is used. Customer, as used herein, means the property owner and/or occupant of the premises served by the OUA (i.e., whoever

connects to the OUA system regarding water service). Also, unless otherwise defined, all CCC-related terms used in this CCC manual have the same definitions as those contained in Rules 62-550.200 and 62-555.360, F.A.C.

CCC Manual Plan Components

Rule 62-555.360, F.A.C., requires that written CCC manuals include certain minimum components. The minimum components are listed in Table 1, 62-555.360 FAC. This section includes the required minimum components. Components are numbered the same as they appear in Table 1.

Component I: *Legal authority for the OUA’s CCC manual (i.e., an ordinance, a bylaw or resolution, or water service rules and regulations).*

The OUA adopted Resolution 95-9 on October 10, 1995 and has since been revised by Resolution 24-____ adopted on February 20, 2024, which is included in Appendix A. The resolution authorizes the OUA to establish and implement a CCC manual and references the following OUA policies:

- The OUA’s policy establishing where backflow protection is required at or for service connections.
- The OUA’s policy regarding ownership, installation, inspection/testing, and maintenance of the required backflow protection devices at or for service connections to the OUA system.

Component II: *The OUA’s policy establishing where backflow protection devices are required at or for service connections to the OUA system.*

This policy applies to all existing or new connections to the OUA system.

The following minimum backflow protection devices shall be provided at or for service connections to the OUA system for the following categories of customers:

Category of Customer	Minimum Backflow Protection ¹ to Be Provided at or for the Service Connection from the CWS to the Customer
Beverage processing plant, including any brewery	RP
Cannery, packing house, rendering plant, or any facility where fruit, vegetable, or animal matter is processed, excluding any premises where there is only a restaurant or food service facility	RP
Car wash	RP
Chemical plant or facility using water in the manufacturing, processing, compounding, or treatment of chemicals, including any facility where a chemical that does not meet the requirements in paragraph 62-555.320(3)(a), F.A.C., is used as an additive to the water	RP

Category of Customer	Minimum Backflow Protection ¹ to Be Provided at or for the Service Connection from the CWS to the Customer
Dairy, creamery, ice cream plant, cold-storage plant, or ice manufacturing plant	RP
Dye plant	RP
Film laboratory or processing facility or film manufacturing plant, excluding any small, noncommercial darkroom facility	RP
Hospital; medical research center; sanitarium; autopsy facility; medical, dental, or veterinary clinic where surgery is performed; or plasma center	RP
Laboratory, excluding any laboratory at an elementary, middle, or high school	RP
Laundry (commercial), excluding any self-service laundry or Laundromat	RP
Marine repair facility, marine cargo handling facility, or boat moorage	RP
Metal manufacturing, cleaning, processing, or fabricating facility using water in any of its operations or processes, including any aircraft or automotive manufacturing plant	RP
Mortuary	RP
Premises where oil or gas is produced, developed, processed, blended, stored, refined, or transmitted in a pipeline or where oil or gas tanks are repaired or tested, excluding any premises where there is only a fuel dispensing facility	RP
Premises where there is an auxiliary or reclaimed water system ²	A. At or for a residential service connection ³ : DuC ⁴ B. At or for a non-residential service connection ³ : RP
Premises where there is a cooling tower	RP
Premises where there is an irrigation system that is using potable water and that... I. Is connected directly to the OUA's distribution system via a dedicated irrigation service connection II. Is connected internally to the customer's plumbing system	RP
Premises where there is a wet-pipe sprinkler, or wet standpipe, fire protection system that is using potable water and that... I. Is connected directly to the OUA's distribution system via a dedicated fire service connection ⁵	RP
Radioactive material processing or handling facility or nuclear reactor	RP
Paper products plant using a wet process	RP
Plating facility, including any aircraft or automotive manufacturing plant	RP

Category of Customer	Minimum Backflow Protection ¹ to Be Provided at or for the Service Connection from the CWS to the Customer
Restricted-access facility	RP
Steam boiler plant	RP
Tall building – i.e., a building with five or more floors at or above ground level	RP
Wastewater treatment plant or wastewater pumping station	RP
Customer supplied with potable water via a temporary or permanent service connection from a OUA fire hydrant ⁶	RP

¹ Means of backflow protection, listed in an increasing level of protection, include the following: a dual check device (DuC); a double check valve assembly (DC) or double check detector assembly (DCDA); a pressure vacuum breaker assembly (PVB); a reduced-pressure principle assembly (RP) or reduced-pressure principle detector assembly (RPDA); and an air gap. A PVB may not be used if backpressure could develop in the downstream piping.

² For the purpose of this table, “auxiliary water system” means a pressurized system of piping and appurtenances using water other than the potable water being supplied by the OUA. The water used in an auxiliary water system is water from any natural source such as a well, pond, lake, spring, stream, river, etc., includes reclaimed water, and includes other used water or industrial fluids described in American Water Works Association Manual of Water Supply Practices—M14, Fourth Edition, *Recommended Practice for Backflow Prevention and Cross-Connection Control*; however, “auxiliary water system” specifically excludes any water recirculation or treatment system for a swimming pool, hot tub, or spa. (Note that reclaimed water is a specific type of auxiliary water and a reclaimed water system is a specific type of auxiliary water system.)

³ For the purpose of this table, “residential service connection” means any service connection, including any dedicated irrigation or fire service connection, that is two inches or less in diameter and that supplies water to a building, or premises, containing only dwelling units; and “non-residential service connection” means any other service connection.

⁴ A DuC may be provided only if there is no known cross-connection between the plumbing system and the auxiliary or reclaimed water system on the customer’s premises. Upon discovery of any cross-connection between the plumbing system and any reclaimed water system on the customer’s premises, the OUA shall ensure that the cross-connection is eliminated. Upon discovery of any cross-connection between the plumbing system and any auxiliary water system other than a reclaimed water system on the customer’s premises, the OUA shall ensure that the cross-connection is eliminated or shall ensure that the backflow protection provided at or for the service connection is equal to that required at or for a non-residential service connection.

⁵ Upon discovery of any cross-connection between the fire protection system and any reclaimed water system on the customer’s premises, the OUA shall ensure that the cross-connection is eliminated.

⁶ The OUA shall ensure that backflow protection commensurate with the degree of hazard is provided at or for the service connection from its fire hydrant.

Component III: *The OUA’s policy regarding ownership, installation, inspection/testing, and maintenance of backflow protection that the OUA is requiring at or for service connections to the OUA system.*

- A. Except for dedicated fire line backflow protection devices, the OUA shall own and shall be responsible for installation, inspection/testing, and maintenance of the backflow protection devices required at or for a service connection to the OUA system. The customer/owner of the dedicated fire line backflow protection device shall be responsible for installation, inspection/testing, and maintenance of the backflow protection devices required at or for a

service connection to the OUA system.

The following table shows the schedule that the OUA will follow for installation of backflow protection device required at or for service connections.

Type of Service Connection	Schedule
New service connection to a customer in a category listed in Component II.	Before water service is initiated.
Existing—i.e., previously constructed—service connection to a premises where there is a reclaimed water system.	Before reclaimed water service is initiated.
Existing—i.e., previously constructed—service connection to a customer in any category listed in Component II.	Pay within 30 days after the OUA notifies the customer in writing that a backflow protection devices is required. OUA to install, own and maintain backflow protection device except for devices on dedicated fire lines.

B. All new backflow protection devices required at or for service connections to the OUA system shall conform to, or comply with, the following standards:

- Dual check devices (DuCs) shall conform to the latest edition of American Society of Sanitary Engineering (ASSE) Standard 1024 or Canadian Standards Association (CSA) Standard B64.6 or B64.6.1.
- Double check (DC) valve assemblies shall conform to the latest edition of ASSE Standard 1015, American Water Works Association (AWWA) Standard C510, or CSA Standard B64.5.
- Double check detector assemblies (DCDA) shall conform to the latest edition of ASSE Standard 1048.
- Pressure vacuum breaker (PVB) assemblies shall conform to the latest edition of ASSE Standard 1020 or CSA Standard B64.1.2.
- Reduced-pressure principle assemblies (RP) shall conform to the latest edition of ASSE Standard 1013, AWWA Standard C511, or CSA Standard B64.4.
- Reduced-pressure principle detector assemblies (RPDA) shall conform to the latest edition of ASSE Standard 1047.
- Air gaps (AG) shall comply with the latest edition of American Society of Mechanical Engineers Standard A112.1.2.

Additionally, all customer-owned backflow prevention devices required at or for dedicated fire service connections to the OUA system shall be listed by a nationally recognized testing laboratory, such as Underwriters Laboratories, Inc., or Factory Mutual, Inc., pursuant to Chapter 633, Florida Statutes.

DuCs required at or for service connections to the OUA system will be installed immediately downstream of the water meter and meter box. All other backflow protection devices required at or for service connections to the OUA system shall be installed downstream from,

and within five feet after, the OUA's water meter box or the customer's property line unless a deviation is previously approved by the OUA. The OUA will consider, and may approve, on a case-by-case basis deviations requested and justified in writing; but in no case shall there be any outlet, tee, tap, or connection of any type to or from the water piping between the water meter, or property line, and the required backflow protection.

All backflow protection devices required at or for service connections to the OUA system shall be installed in accordance with the manufacturer's instructions and the installation criteria in American Water Works Association Manual of Water Supply Practices—M14, Fourth Edition, *Recommended Practice for Backflow Prevention and Cross-Connection Control*. General installation criteria for backflow devices can be found in Appendix B. Additionally, all new customer-owned backflow preventers required at or for dedicated fire service connections to the OUA system shall be installed in accordance with applicable National Fire Protection Association standards adopted in Chapter 69A-3, Florida Administrative Code, and all other customer-owned backflow protection devices required at or for service connections to the OUA system shall be installed in accordance with the latest edition of the *Florida Building Code*.

C. All air gaps (AGs) required at or for service connections to the OUA system shall be inspected at least annually. Persons inspecting AGs required at or for service connections to the OUA system shall be a certified or registered plumbing contractor or shall be a backflow preventer tester holding a current certification from one of the following organizations or schools:

- The American Backflow Prevention Association;
- The American Society of Sanitary Engineering;
- The American Water Works Association;
- The Florida Water and Pollution Control Operators Association;
- The University of Florida Center for Training, Research, and Education for Environmental Occupations; or

D. All backflow preventer assemblies (except for DuC or devices on dedicated fire lines) required at or for service connections to the OUA system shall be tested after installation or repair and at least annually thereafter and shall be repaired if they fail to meet performance standards. All backflow preventer assemblies required at or for dedicated fire lines shall be tested by the owner/designee after any repairs and annually (from the date of installation) and every year thereafter. Reports of the testing shall be submitted to the OUA.

Persons testing backflow preventer assemblies required at or for dedicated fire service connections to the OUA system shall be a certified Fire Protection System Contractor I or II pursuant to Chapter 633, Florida Statutes. Persons testing backflow preventer assemblies required at or for all other service connections to the OUA system shall be a certified or registered plumbing contractor or shall be a backflow preventer tester holding a current certification from one of the following organizations or schools:

- The American Backflow Prevention Association;

- The American Society of Sanitary Engineering;
- The American Water Works Association;
- The Florida Water and Pollution Control Operators Association;
- The University of Florida Center for Training, Research, and Education for Environmental Occupations; or

Backflow preventer assemblies required at or for service connections to the OUA system shall be tested using the procedures in one of the following standards or manuals:

- The latest edition of American Society of Sanitary Engineering Standards 5013, 5015, 5020, 5047, and 5048;
- The latest edition of Canadian Standards Association Standard B64.10.1;
- The latest edition of *Backflow Prevention: Theory & Practice* by the University of Florida Center for Training, Research, and Education for Environmental Occupations;
- The latest edition of the *Manual of Cross-Connection Control* by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research Center; or

Testing equipment used to test backflow preventer assemblies required at or for service connections to the OUA system shall be verified/calibrated at least annually in accordance with the equipment manufacturer's recommendations.

- E. All dual check devices (DuCs) required at service connections to the OUA system shall be replaced with any meter changeout.

Component IV: *The OUA's procedures for evaluating customers' premises to establish the category of customer and the backflow protection device being required at or for the service connection(s) to the OUA system to the customer.*

- A. The OUA will conduct a cursory review or evaluation of the customer's premises at a newly constructed service connection to the OUA system prior to supplying water to the service connection.
- B. The OUA will evaluate the customer's premises at an existing—i.e., previously constructed—service connection whenever any of the following events occur:
- Whenever the customer connects to a reclaimed water distribution system.
 - Whenever an auxiliary water system is discovered on the customer's premises and connected to the property's water supply system which is receiving water from the OUA system.

- Whenever a prohibited or unprotected cross-connection is discovered on the customer’s premises.
 - Whenever the customer’s premises is altered under a building permit in a manner that could change the backflow protection required at or for a service connection to the customer.
- C. To evaluate the customer’s premises at a service connection to the OUA system, the OUA may use “a water use questionnaire”, review construction plans or conduct an on-site inspection.

Component V: *The OUA’s procedures for maintaining CCC manual records.*

- A. The OUA will maintain, in either electronic or paper format, a current inventory of all OUA owned backflow protection devices required at or for service connections to the OUA system. The inventory will include the following for each service connection where a backflow protection device is required:
- The customer account or other identification number used by the OUA;
 - The service connection address;
 - The service connection category (i.e., non-residential or residential) and subcategory (standard, dedicated irrigation, or dedicated fire line);
 - The general location of the backflow protection device at/for the service connection;
 - The type of property use described above (Component 2) or found in Table 62-555.360-2 FAC (i.e., the category of customer);
 - The date when the backflow protection device was initially installed at or for the service connection;
 - The type of current backflow protection device (i.e., air gap (AG), reduced-pressure principle assembly (RP), reduced-pressure principle detector assembly (RPDA), pressure vacuum breaker assembly (PVB), double check valve assembly (DC), double check detector assembly (DCDA), or inline dual check device [DuC]);
 - If the type of current backflow protection is a backflow preventer assembly, the size, manufacturer, model, serial number, and date of manufacture; and
 - If the type of backflow protection is a DuC, the size, manufacturer, model, date manufacture, and if any DuC is refurbished (instead of replaced), the date

refurbished.

- B. The OUA will maintain, in either electronic or paper format, records of the installation, inspection/testing, and repair of all backflow protection devices required at or for service connections to the OUA system, whether the work was done by the OUA on OUA owned devices or customer personnel or privately owned backflow devices such as dedicated fire lines.
- C. The OUA will prepare and submit CCC program annual reports. The first annual report will cover calendar year 2016, and subsequent annual reports will cover each calendar year thereafter. Each annual report will be prepared using the latest version of Form 62-555.900 (13), Cross-Connection Control Program Annual Report. Each annual report will be submitted to the appropriate Department of Environmental Protection district office or Approved County Health Department within three months after the end of the calendar year covered by the report.

Program Administration Documents

Appendix C contains forms and notices/letters used to administer the CCC program.

The OUA will notify in writing each customer who owns an air gap (AG) or backflow preventer assembly required at or for a service connection and will request that the customer have the AG inspected or backflow preventer assembly tested. Notices/letters will be delivered at least 30 days before the due date of the inspection or test. Notices/letters will specify that the inspection or test report must be returned to the OUA within 30 days after the date of the notice/letter.

Appendix A

Resolution 24-01

RESOLUTION 24-01

A RESOLUTION OF THE OKEECHOBEE UTILITY AUTHORITY OF OKEECHOBEE COUNTY, FLORIDA TO ESTABLISH A CROSS-CONNECTION CONTROL PROGRAM TO PREVENT WATER-BORNE DISEASES AND CONTAMINANTS FROM ENTERING THE DISTRIBUTION SYSTEM AND THE WATER SUPPLIES TO THE CUSTOMERS OF THE OKEECHOBEE UTILITY AUTHORITY.

BE IT RESOLVED BY THE OKEECHOBEE UTILITY AUTHORITY: SECTION I.
INTRODUCTION

1.1 Purpose. The purpose of a cross-connection control program is to prevent water-borne diseases and contaminants from entering the distribution system and the water supplied to the customer. The program is intended to prevent delivered water (water that has passed into the private distribution systems of the consumers) from re-entering the public distribution system and being subsequently delivered to consumers. The program aims to protect the Utility Authority and its customers from those water users which could possibly harm the quality and safety of the community water supply through backflow and/or cross-connection.

1.2 Responsibility of the Utilities Authority. As a result of the Florida Safe Drinking Water Act (Florida Statutes 403.850- 403.864), Florida Administrative Code Chapter 62-555 entitled Public Drinking Water Systems in the rules of the Florida Department of Environmental Protection, addresses Cross-connection Control. Responsibilities of public drinking water purveyors are stated as follows:

Community water systems are required to establish a routine cross-connection control program for the purpose of detecting and preventing cross-connections that create or have the potential to create an imminent and substantial danger to public health by and from contamination due to the cross-connection.

The 2023 Florida Building Code, 8th Edition, specifically Chapter 6 Water Supply and Distribution, Section 608 Protection of Potable Water Supply is hereby incorporated.

In general, Protection of the Utility Authority water supply is described as:

The Water Purveyor is primarily responsible for the contamination and pollution of the public water mains. Such responsibility begins at the point of origin of the public water supply and includes adequate treatment facilities and water mains, and ends at the point of entrance to the consumer's water system, provided adequate backflow and back-

siphonage protection is maintained on all water supply systems directly connected to the Water Purveyor's public system.

1.3 Causes of Backflow. Where cross-connections exist, some protection against backflow is needed to eliminate the possibility of contamination. The causes of backflow cannot usually be eliminated completely since backflow is often initiated by accidents or unexpected circumstances. Some causes of backflow can be partially controlled by good design and informed maintenance. The major causes of backflow are back siphonage and backpressure.

a. Back siphonage. Back siphonage is caused by reduced or negative pressure being created in the supply piping. A major cause of back siphonage is the interruption of the supply pressure. This will allow negative pressures to be created by water trying to flow to a lower point in the system. Another cause is undersized piping. If water is withdrawn from a pipe at a very high velocity, the pressure in the pipe is reduced and the pressure differential created can cause water to flow into the pipe from a contaminated source. The entire potable water supply can thus become contaminated due to back siphonage of contaminants into the potable water supply creating serious health problems.

The principal causes of back siphonage are:

- (1) Line repair or break which is lower than a service point.
- (2) Undersized piping.
- (3) Lowered pressure in water main due to high water withdrawal rate such as fire-fighting, water main flushing, or water main breaks.
- (4) Reduced supply main pressure on suction side of a booster pump.

b. Backpressure. Backpressure may cause backflow where potable water system is connected to a non-potable system of piping, and the pressure in the non-potable system exceeds that in the potable system. High pressures may be created by means of pumps, boilers, etc. There is a high risk of non-potable water being forced into the potable water system whenever these types of cross-connections are not properly protected.

The principal causes of backpressure are:

- (1) Booster pump systems designed with backflow prevent devices.
- (2) Potable water connections to boilers and other pressure systems with backflow prevention devices.
- (3) Connections with another system which may at times, have a higher pressure.
- (4) Water stored in tanks or plumbing systems, which by virtue of their

elevation, would create head sufficient to cause backflow if pressure were lowered in the public system.

1.4 Objectives. The objectives of the Okeechobee Utility Authority Cross-Connection Control Program are:

- a. To protect the Utilities Authority water supply from the possibility of contamination by isolating within the customer's private water system contaminants or pollutants which could, under adverse conditions, backflow through uncontrolled cross-connections into the public water system
- b. To eliminate or control existing cross-connections, actual or potential.

SECTION II. DEFINITIONS

Unless the content specifically indicates otherwise, the meaning of terms used in this resolution shall be as follows:

2.1 Auxiliary Water Supply. Any water supply on or available to the premises other than the purveyor's approved public potable water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s), i.e., a well, spring, river stream, harbor, or "used waters" or "industrial fluids."

2.2 Backflow. The flow of water or other liquids, mixtures, or substances under pressure into the distributing pipes of a potable water supply system from any source or sources other than its intended source.

2.3 Back-siphonage. The flow of water or other liquids, mixtures or substances into the distributing pipes of a potable water supply system from any source other than its intended source caused by the sudden reduction of pressure in the potable water supply system.

2.4 Backflow Preventer. A device or means designed to prevent backflow or back-siphonage.

2.5 Contamination. Means an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual hazard to the public health through poisoning or through the

spread of disease.

2.6 Cross-Connection. Any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems, one of which contains potable water and the other non-potable water or industrial fluids of questionable safety, through which, or because of which, backflow or back-siphonage may occur into the potable water system. A water service connection between a public potable water system. A water service connection between a public potable water distribution system and a customer's water distribution system which is cross- connected to a contaminated fixture, industrial fluid system or with a potentially contaminated supply or auxiliary water system, constitutes one type of cross- connection. Other typed of cross-connections include connectors such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or change-over devices, sliding multiport tube, solid connections, etc.

2.7 Cross-Connections – Controlled. A connection between a potable water system and a non-potable water system with an approved backflow prevention device properly installed that will continuously afford the protection commensurate with the degree of hazard.

2.8 Cross-Connection - Control by Containment. The installation of an approved backflow prevention device at the water service connection to any customer's premises where it is physically and economically unfeasible to find and permanently eliminate or control all actual or potential cross-connections within the customers water system; or, it shall mean the installation of an approved backflow prevention device on the service line leading to and supplying a portion of a customer's water system where there are actual or potential cross-connections which cannot be effectively eliminated or controlled at the point of cross- connection.

2.9 Executive Director. The Executive Director of the Okeechobee Utility Authority or his authorized representative.

2.10 Hazard, Degree of. The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.

a. Hazard - Health. Any condition, device, or practice in the water supply system and its operation which could create, or in the judgment of the Executive Director may create a danger to the health and well-being of the water consumer. An example of a health hazard is a structural defect, including cross-connections, in a water supply system.

b. Hazard - Pollution. An actual or potential threat to the physical properties of the water system or to the potability of the public or the consumer's potable water system but which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.

c. Hazard - System. An actual or potential threat of severe damage to the physical properties of the public potable water system or the consumer's potable water system or of a pollution or contamination which would have a protracted effect on the quality of the potable water" in the system.

d. Hazard - Industrial Fluids System. Any system containing a fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, system or solution hazard if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated waters; all types of process waters and "used waters" originating from the public potable water system which may have deteriorated in sanitary quality; chemicals in fluid form; plating acid and alkalis, circulated cooling waters connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, spring, streams, rivers, bays, harbors, seas, irrigation canals or systems; oils, gases, glycerin, paraffin, caustic and acid solutions and other liquid and gaseous fluids used in industrial or other purposes or for fire-fighting purposes.

2.11 Pollution. Means the presence of any foreign substance (organic, inorganic, or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect such waters for domestic use.

2.12 Utility Authority, Authority. The Okeechobee Utility Authority.

2.13 Water - Potable. Any water which, according to recognized standards is safe for human consumption.

2.14 Water - Nonpotable. Water which is not safe for human consumption or which is of questionable potability.

2.15 Water - Service Connection. The terminal end of a service connection from the public potable water system (where the Authority loses jurisdiction and sanitary control

over the water at its point of delivery to the customer's water system). If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter. There should be no unprotected takeoffs from the service line ahead of any meter or backflow prevention device located at the point of delivery to the customer's water system. Service connection may include water service connection from a fire hydrant and all other temporary or emergency water service connections from the public potable water system.

2.16 Water - Used. Any water supplied by the Authority from a public potable water system to a consumer's water system after it has passed through the point of delivery and is no longer under the sanitary control of the Authority.

SECTION III. AFFECTED WATER USERS

3.1 All new water connections after the effective date of this resolution shall have an approved backflow prevention device installed at the time of water meter installation. Water service will not be provided until such time as a complete meter/backflow preventer assembly is installed.

3.2 At any time of change in the service installation, or at the request of the customer, a backflow prevention device shall be installed.

3.3 All existing water connections at the time of adoption of this resolution shall have backflow prevention devices installed based on a priority system to be developed the Executive Director.

SECTION IV. APPROVED BACKFLOW PREVENTERS

4.1 Only the following are considered to be approved backflow prevention devices for use by the Okeechobee Utility Authority:

a. Dual Check Devices. These devices shall conform to the latest edition of the American Society of Sanitary Engineering (ASSE) Standard 1024. This device is installed in-line and accessible for inspection and replacement of internal parts. It has a lead free brass body.

b. Reduced Pressure Principle Device. An assembly of two independently operating check valves with an automatically operating differential relief valve between the two check valves, tightly closing shut-off valves on either side of the check valves, plus properly located test cocks for the testing of the check and

relief valves. The entire assembly shall meet the design and performance specifications and approval of a recognized and approved testing agency for backflow prevention assemblies. The device shall operate to maintain the pressure in the zone between the two check valves at a level less than the pressure on the public water supply side of the device. At cessation of normal flow, the pressure between the two check valves shall be less than the pressure on the public water supply side of the device. In case of leakage of either of the check valves the differential relief valve shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere.

4.2 The term "Approved Backflow Prevention Device" shall mean a device that has been manufactured in full conformance with the standards established by the American Water Works Association entitled:

AWWA C511-17(R21) Reduced-Pressure Principle Backflow
Prevention Assembly

SECTION V. REQUIREMENTS

5.1 Water System.

- a. The water system shall be considered as made up of two parts: The Utility System and the Customer System.
- b. Utility System shall consist of the source facilities and the distribution system; and shall include all those facilities of the water system under the complete control of the Utility Authority up to the point where the customer's system begins.
- c. The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system.
- d. The distribution system shall include the network of conduits used for the delivery of water from the source to the customers system.
- e. The customer's system shall include those parts of the facilities beyond the termination of the utility distribution system which are utilized in conveying

utility-delivered domestic water to points of use.

5.2 No water service connection to any premises shall be installed or maintained by the Okeechobee Utility Authority unless the water supply is protected as required by State of Florida laws and regulations and by this resolution. Service of water to any premises affected by this resolution shall be discontinued if a backflow prevention device required has been removed or bypassed. Service will not be restored until such conditions or defects are corrected.

5.3 An approved backflow prevention device shall be installed by the Okeechobee Utility Authority on each service line to a customer's water system at or near the property line before the first branch line leading off the service line.

5.4 The type of protective device required shall depend upon the degree of hazard which exists as follows:

a. Premises where a potential cross-connection that may contain substances objectionable but not hazardous to health shall be protected by an approved double check valve assembly.

b. Premises having an auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional water supply source by the Executive Director, shall be protected against backflow from the premises by installing a reduced pressure principle device in the service line.

c. Premises where there is any material dangerous to health which is handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system shall be protected by an approved reduced pressure principle backflow prevention device. This shall include the handling of process waters and waters originating from the utility system which have been subject to deterioration in quality.

d. In the case of any premises where there are "uncontrolled" cross-connections, either actual or potential, the public water system shall be protected by an approved reduced pressure principle backflow prevention device at the service connection.

5.5 Maintenance of all Authority installed backflow prevention devices will be conducted by the Okeechobee Utility Authority or Its authorized representative.

5.6 All installations will be provided with reasonable accessibility at all times. Installations may be placed on the consumer's property in some instances, but it will be the responsibility of the consumer to ensure access is maintained for the meter/backflow assembly.

SECTION VI. PARTIAL LIST OF FACILITIES USUALLY REQUIRING A BACKFLOW PREVENTION DEVICE AT THE SERVICE CONNECTION

The following types of plants or facilities have been found to contain cross-connections which would, under adverse conditions, constitute a serious potential health hazard to the public water system.

NOTE: INSTALLATIONS REQUIRING CONTINUOUS SERVICE:
PARALLEL

INSTALLATION IS NECESSARY. Testing requires a water shutdown of about one (1) hour. For facilities that require any uninterrupted supply of water, and when it is not possible to provide water service from two separate meters, provisions shall be made for a parallel installation of backflow prevention devices. The Utilities Authority will not accept an unprotected bypass around a backflow preventer when the device is in need of testing, repair or replacement.

6.1 Aircraft plants.

6.2 Automotive plants.

6.3 Auxiliary water systems:

- a. Private water supply.
- b. "Used water" and "industrial fluids"

6.4 Beverage bottling plants.

6.5 Breweries.

6.6 Buildings - hotels, apartment houses, public and private buildings or any other structures having unprotected cross-connection.

6.7 Canneries, packing houses, and reduction plants.

6.8 Chemical plants - manufacturing, processing, and compounding or treatment.

- 6.9 Chemically-contaminated water systems.
- 6.10 Civil works.
- 6.11 Dairies and cold storage plants.
- 6.12 Film laboratories.
- 6.13 Fire Stations.
- 6.14 Hospital, medical buildings, sanitariums, morgues, mortuaries, autopsy facilities, nursing and convalescent homes, and clinics.
- 6.15 Irrigation systems.
- 6.16 Metal manufacturing, cleaning, processing, and fabricating plants.
- 6.17 Oil and gas productions, storage and transmission properties.
- 6.18 Paper and paper product plants.
- 6.19 Plating plants.
- 6.20 Power plants.
- 6.21 Radioactive materials or substances - plants or facilities handling.
- 6.22 Restricted, classified or other closed facilities.
- 6.23 Sand and gravel plants.
- 6.24 Schools and colleges.
- 6.25 Sewage and storm drain facilities.
- 6.26 Waterfront facilities and industries.

SECTION VII. TESTING OF BACKFLOW PREVENTERS

The Okeechobee Utility Authority will inspect and conduct operational tests at all

backflow preventer installations except for those backflows installed on dedicated fire lines. Those backflows will be tested by the owner of the fire line or their representative with test results provided to the fire line owner and to the OUA.

SECTION VIII. NON-COMPLIANCE

The Okeechobee Utility Authority may cause discontinuance of water service if any provisions of the resolution are found to be violated.

SECTION IX. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of the Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction. Such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION X. EFFECTIVE DATE

This Resolution shall take effect immediately upon its' adoption pursuant to law.

DONE AND ADOPTED in regular session by the Okeechobee Utility Authority this 20th day of February, 2024.

John F. Hayford, Secretary

Tommy Clay, Chairman

Appendix B
Installation Criteria for Backflow Devices

Installation Criteria for a Dual Check Device (DuC)

- A DuC must be installed in the orientation as it was approved by the testing agency.
- A DuC must not be subjected to conditions that would exceed its maximum working water pressure and temperature rating. The increased pressure that can happen from creation of a closed system also must be evaluated because excessive pressure can damage the device or other plumbing components.
- A DuC should be sized hydraulically, taking into account both volume requirements and pressure loss through the device.
- A pipeline should be thoroughly flushed before a DuC is installed to ensure that no dirt or debris is delivered into the device because dirt or debris might adversely affect the DuC's working abilities.
- A DuC shall be installed where it can be inspected or replaced as necessary.

Installation Criteria for a Double Check Valve Assembly (DC) or Double Check Detector Assembly (DCDA)

- A DC or DCDA must be installed in the orientation as it was approved by the testing agency with no field modifications allowed.
- A DC or DCDA must not be subjected to conditions that would exceed its maximum working water pressure and temperature rating. The increased pressure that can happen from the creation of a closed system also must be evaluated to prevent damage to the assembly or other plumbing-system components.
- A DC or DCDA shall be sized hydraulically, taking into account both volume requirements and pressure loss through the assembly.
- A DC or DCDA should not be installed in a pit or below grade when possible. If the DC or DCDA must be installed in a vault, adequate space for testing and maintenance must be provided. If the DC or DCDA must be installed below grade, the test cocks shall be sealed or plugged so water or debris cannot collect in the test cock.
- A pipeline should be thoroughly flushed before a DC or DCDA is installed to ensure that no dirt or debris is delivered to the assembly because dirt or debris might adversely affect the assembly's working abilities.
- A DC or DCDA shall be installed a minimum of 12 inches above the surrounding grade and floodplain. The installation shall not be installed where platforms, ladders, or lifts are required for access. If an assembly must be installed higher than 5 feet above grade, a permanent platform shall be installed around the assembly to provide access for workers.
- A DC or DCDA shall be installed where it can be easily field-tested and repaired as necessary. The assembly shall have adequate clearance around it to facilitate testing, disassembly, and assembly of the DC or DCDA.
- If a DC or DCDA must be subjected to environmental conditions that could freeze or heat the assembly beyond working temperatures, some means of protection should be installed to provide the correct temperature environment in and around the assembly.

Installation Criteria for a Pressure Vacuum Breaker Assembly (PVB)

- A PVB must be installed in the orientation as it was approved by the testing agency.
- A PVB must not be subjected to conditions that would exceed its maximum working water pressure and temperature rating. The increased pressure that can happen from the creation of a closed system also must be evaluated because a PVB cannot be exposed to backpressure.
- A PVB shall not be installed where it is subjected to backpressure.
- A PVB should be sized hydraulically, taking into account both volume requirements and pressure loss through the assembly.
- A pipeline should be thoroughly flushed before a PVB is installed to ensure that no dirt or debris is delivered into the assembly because dirt or debris might affect the PVB's working abilities.
- A PVB must not be installed in a pit or below grade where the air inlet could become submerged in water or where fumes could be present at the air inlet because this installation might allow water or fumes to enter the assembly.
- A PVB shall be installed a minimum of 12 inches above the highest point of use and any downstream piping supplied from the assembly. The installation should not be installed where platforms, ladders, or lifts are required for access. If an assembly must be installed higher than 5 feet above grade, a permanent platform should be installed around the assembly to provide access for workers.
- A PVB shall be installed where it can be easily field-tested and repaired as necessary. The assembly shall have adequate clearance around it to facilitate disassembly, repairs, testing, and other maintenance.
- A PVB may periodically discharge water from the air inlet. The effect of this discharge on the area around the assembly must be evaluated.
- If a PVB must be subjected to environmental conditions that could freeze or heat the assembly beyond its working temperatures, some means of protection should be installed to provide the correct temperature environment in and around the assembly.

Installation Criteria for a Reduced-Pressure Principle Assembly (RP) or Reduced-Pressure Principle Detector Assembly (RPDA)

- An RP or RPDA must be installed in the orientation as it was approved by the testing agency.
- An RP or RPDA must not be subjected to conditions that would exceed its maximum working water pressure and temperature rating. The increased pressure that can occur because of the creation of a closed system also must be evaluated because excessive backpressure can damage the assembly or other plumbing components.
- An RP or RPDA should be sized hydraulically, taking into account both volume requirements and pressure loss through the assembly.
- A pipeline should be thoroughly flushed before an RP or RPDA is installed to ensure that no dirt or debris is delivered into the assembly because dirt or debris might adversely affect the assembly's working abilities.
- An RP or RPDA must not be installed in a pit or below grade where the relief valve could become submerged in water or where fumes could be present at the relief-valve discharge because this installation might allow water or fumes to enter the assembly.
- An RP or RPDA shall be installed a minimum of 12 inches above the relief-valve discharge-port opening and the surrounding grade and floodplain. The installation should not be installed where platforms, ladders, or lifts are required for access. If an assembly is installed higher than 5 feet above grade, a permanent platform should be installed around the assembly to provide access for workers.
- An RP or RPDA shall be installed where it can be easily tested and repaired as necessary. The assembly shall have adequate clearance around it to facilitate disassembly, repairs, testing, and other maintenance.
- An RP or RPDA might periodically discharge water from the relief valve. The effect of this discharge from the relief valve around the assembly must be evaluated. If the RP or RPDA discharge is piped to a drain, an air-gap separation must be installed between the relief-valve discharge opening and the drain line leading to the drain.
- If an RP or RPDA must be subjected to environmental conditions that could freeze or heat the assembly beyond its working temperatures, some means of protection should be installed to provide the correct temperature environment in and around the assembly.

Air Gap (AG) Description

- An air gap is a piping arrangement that provides an unobstructed vertical distance through free atmosphere between the lowest point of a water supply outlet and the overflow rim of an open, nonpressurized receiving vessel into which the outlet discharges.
- These vertical separations must be at least twice the effective opening (inside diameter) of the water supply outlet but never less than 1 inch.
- In locations where the outlet discharges within three times the inside diameter of the pipe from a single wall or other obstruction, the air gap must be increased to three times the effective opening but never less than 1.5 inches.
- In locations where the outlet discharges within four times the inside diameter of the pipe from two intersecting walls, the air gap must be increased to four times the effective opening but never less than 2 inches.
- Air gaps should not be approved for locations where there is potential for the atmosphere around the air gap to be contaminated nor should the inlet pipe be in contact with a contaminated surface or material.

Appendix C

Various Questionnaires, Forms and Letters

“Water Use Questionnaire” for Non-Residential Service Connections

Public Water System (PWS) No. 4470257 PWS Name Okeechobee Utility Authority

Customer’s Name/Address: _____

Customer’s Phone No: _____

Service Connection Number(s): _____

Service Connection Address: _____

Description of Customer’s Business or Premises at Service Connection Address: _____

Is your business or premises in one or more of the following categories (check all that apply)?

Beverage processing plant, including any brewery	
Cannery, packing house, rendering plant, or any facility where fruit, vegetable, or animal matter is processed, excluding any premises where there is only a restaurant or food service facility	
Chemical plant or facility using water in the manufacturing, processing, compounding, or treatment of chemicals, including any facility where a chemical that does not meet the requirements in Rule 62-555.320(3)(a), F.A.C., is used as an additive to the water	
Dairy, creamery, ice cream plant, cold-storage plant, or ice manufacturing plant	
Dye plant	
Film laboratory or processing facility or film manufacturing plant, excluding any small, noncommercial darkroom facility	
Hospital; medical research facility; sanitarium; autopsy facility; medical, dental, or veterinary clinic where surgery is performed; or plasma center	
Laboratory, excluding any laboratory at an elementary, middle, or high school	
Laundry (commercial), excluding any self-service laundry or Laundromat	
Marine repair facility, marine cargo handling facility, or boat moorage	
Metal manufacturing, cleaning, processing, or fabricating facility using water in any of its operations or processes, including any aircraft or automotive manufacturing plant	
Mortuary	
Premises where oil or gas is produced, developed, processed, blended, stored, refined, or transmitted in a pipeline or where oil or gas tanks are repaired or tested, excluding any premises where there is only a fuel dispensing facility	
Premises where there is an auxiliary or reclaimed water system	
Premises where there is a cooling tower	
Premises where there is an irrigation system that is using potable water and that is connected directly to the PWS’s distribution system via a dedicated irrigation service connection	
Premises where there is a wet-pipe sprinkler, or wet standpipe, fire protection system that is using potable water and that is connected directly to the PWS’s distribution system via a dedicated fire service connection	
Radioactive material processing or handling facility or nuclear reactor	
Paper products plant using a wet process	
Plating facility, including any aircraft or automotive manufacturing plant	
Restricted-access facility	
Steam boiler plant	
Tall building—i.e., a building with five or more floors at or above ground level	
Wastewater treatment plant or wastewater pumping station	

Customer Representative’s Signature: _____ Date: _____

Customer Representative’s Printed Name: _____

“Water Use Questionnaire” for Residential Service Connections

Public Water System No. 4470257

Public Water System Name Okeechobee Utility Authority

Customer’s Name/Address: _____

Customer’s Phone No: _____

Service Connection Number(s): _____

Service Connection Address: _____

Does your premises have one or more of the following (check all that apply)?

An auxiliary or reclaimed water system*	
An irrigation system that is using potable water and that is connected directly to the PWS’s distribution system via a separate, dedicated irrigation service connection	
A wet-pipe sprinkler, or wet standpipe, fire protection system that is using potable water and that is connected directly to the PWS’s distribution system via a separate, dedicated fire service connection	

* “Auxiliary water system” means a pressurized system of piping and appurtenances using auxiliary water, which is water other than the potable water being supplied by the public water system and which includes water from any natural source such as a well, pond, lake, spring, stream, river, etc., and includes reclaimed water; however, “auxiliary water system” specifically excludes any water recirculation or treatment system for a swimming pool, hot tub, or spa. (Note that reclaimed water is a specific type of auxiliary water and a reclaimed water system is a specific type of auxiliary water system.)

Customer’s Signature: _____ Date: _____

Customer’s Printed Name: _____

Air Gap Inspection Report

Public Water System (PWS) No.: 4470257

PWS Name: Okeechobee Utility Authority

Customer's Name/Address: _____

Service Connection No.: _____

Service Connection Address: _____

Service Connection Category: non-residential residential

Service Connection Subcategory: standard irrigation fire

Location of Air Gap at/for Service Connection: _____

Comments:

I certify that the air gap at/for the above identified service connection complies with the requirements of the above identified PWS and has not been bypassed or otherwise been made ineffective.

Inspector's Signature: _____ Date: _____

Inspector's Printed Name: _____

Inspector's Qualification:* _____

* The inspector's plumbing contractor certification or registration number or the inspector's backflow preventer tester certification organization and number.

Backflow Preventer Assembly (BPA) Testing and Repair Report

Public Water System (PWS): No. 4470257 Name: Okeechobee Utility Authority
 Customer Name/Address: _____
 Service Connection (SC): No.: _____ Address: _____
 SC: Category: non-residential residential Subcategory: standard irrigation fire
 Location of BPA at/for SC: _____
 BPA: Type: DC DCDA PVB RP RPDA Size: _____
 BPA: Manufacturer: _____ Model: _____ Serial No. _____
 Detector Assembly Water Meter Reading: Before Test: _____ After Test: _____

Reduced-Pressure Principle Assembly				
Double Check Valve Assembly				
	Check Valve #1	Check Valve #2	Relief Valve	PVB
Initial Test	Closed Tight <input type="checkbox"/> _____ PSID	Closed Tight <input type="checkbox"/> _____ PSID	Opened at _____ PSID	Air Inlet: Opened at _____ PSID Did Not Open <input type="checkbox"/>
Pass <input type="checkbox"/> Fail <input type="checkbox"/>	Leaked <input type="checkbox"/>	Leaked <input type="checkbox"/>	Did Not Open <input type="checkbox"/>	Check Valve: Held at _____ PSID Leaked <input type="checkbox"/>
Repair	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced following:	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced following:	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced following:	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced following:
Final Test	Closed Tight <input type="checkbox"/> _____ PSID	Closed Tight <input type="checkbox"/> _____ PSID	Opened at _____ PSID	Air Inlet: Opened at _____ PSID
Pass <input type="checkbox"/> Fail <input type="checkbox"/>				Check Valve: Held at _____ PSID
Comments:				
Initial Test	I certify that I used testing procedures meeting the requirements of the above identified PWS. Tester's Signature: _____ Date: _____ Tester's Printed Name: _____ Tester's Qualification: * _____ Tester's Gauge: Manufacturer: _____ Model: _____ Serial No.: _____ Date of Last Verification/Calibration: _____			
Repair	Repairer's Signature: _____ Date: _____ Repairer's Printed Name: _____			
Final Test	I certify that I used testing procedures meeting the requirements of the above identified PWS. Tester's Signature: _____ Date: _____ Tester's Printed Name: _____ Tester's Qualification: * _____ Tester's Gauge: Manufacturer: _____ Model: _____ Serial No.: _____ Date of Last Verification/Calibration: _____			

* For any assembly at a dedicated fire service connection, the tester's Fire Protection System Contractor I or II certification number; for any other assembly, the tester's plumbing contractor certification or registration number or the tester's backflow preventer tester certification organization and number.



OKEECHOBEE UTILITY AUTHORITY

100 S.W. 5th Avenue
Okeechobee, Florida 34974-4221

(863) 763-9460
FAX: (863) 763-9036

[date]

[Customer Name]
[Customer Street Address]
[Customer City, State, and Zip Code]

RE: OUA Installed Backflow Prevention Device
[service account name]
[service address]

Dear Customer:

The Okeechobee Utility Authority (OUA) is required by the Florida Administrative Code, Chapter 62.555.360, through the Florida Department of Environmental Protection to establish a Backflow/Cross-Connection Control Program in order to protect the OUA water distribution system from possible harmful contaminants. This program provides for a method to prevent water from back-flowing into the OUA water distribution system from a customer's premises. A backflow assembly required to prevent this possible backflow is recommended by the American Water Works Association and meets the requirements of the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research.

The OUA is prepared to install the backflow device on the customer side of the meter out near the right-of-way. The OUA will conduct the work and bill the service account. The ____ (insert size) backflow device will be installed for \$ _____. (insert price) and will be reflected on the next monthly bill. OUA will contact you to arrange a convenient time to turn the water off and install the backflow device.

Should you have any questions or concerns, please call Mr. Jamie Mullis, at 863-763-9460, X-111 between 7:00 A.M. and 5:30 P.M. Monday – Thursday to discuss this issue.

Thank you for your cooperation.

Sincerely,

Jamie Mullis
Director of Operations



OKEECHOBEE UTILITY AUTHORITY

100 S.W. 5th Avenue
Okeechobee, Florida 34974-4221

(863) 763-9460
FAX: (863) 763-9036

[date]

[Customer Name]
[Customer Street Address]
[Customer City, State, and Zip Code]

RE: Private Backflow Test Report
[service account name]
[service address]

Dear Customer:

The Okeechobee Utility Authority (OUA) is required by the Florida Administrative Code, Chapter 62.555.360, through the Florida Department of Environmental Protection to establish a Backflow/Cross-Connection Control (CCC) program in order to protect the OUA water distribution system from possible harmful contaminants. This program provides for a method to prevent water from back-flowing into the OUA water distribution system from a customer's premises. A backflow assembly required to prevent this possible backflow is recommended by the American Water Works Association and meets the requirements of the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research.

The OUA records indicate a customer-owned backflow preventer assembly has been installed at above referenced address. As per CCC guidance documents, the backflow device is required to have an annual inspection by a qualified tester to ensure that it is functioning properly.

This letter is to request for you to arrange for the required testing (within 30 days) and to submit written results to this office. I have included with this letter a typical backflow test report form. The testing must be conducted by a certified Fire Protection System Contractor I or II if the enclosed report form indicates that the assembly is at a fire service connection; otherwise, the testing must be conducted by a certified or registered plumbing contractor or by a backflow preventer tester holding a current certification from

Should you have any questions or concerns, please call Mr. Jamie Mullis, at 863-763-9460, X-111 between 7:00 A.M. and 5:30 P.M. Monday – Thursday to discuss this issue.

Thank you for your cooperation.

Sincerely,

Jamie Mullis
Director of Operations

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 27

FEBRUARY 20, 2024

SFWMD CUP ALLOCATION REQUEST

The OUA is in the process of attempting to request an additional CUP allocation from SFWMD to meet the growing needs of the OUA potable water distribution system. Currently, the OUA has under review multiple land development projects: Lakefront Estates, Midtown, Divoni Springs to name a few.

OUA staff is in need of professional engineering services to get this application through the South Florida Water Management District. Mr. Jeff Sumner was instrumental during the last OUA CUP review. He has experience with District staff and is aware of OUA facilities. He is an excellent choice to assist OUA staff in this endeavor.

After review & discussion, OUA recommends approval of the time and materials initial proposed scope of work and fee schedule as attached. OUA request approval of the Sumner Engineering & Consulting, Inc. project number 23-02 for an initial budget of \$30,000.00.

SUMNER ENGINEERING & CONSULTING, INC. Project Number **23-02**
SUMNER ENGINEERING & CONSULTING, INC. Project Name **OUA – CUP Application**

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) effective February 20, 2024, is by and between **Okeechobee Utility Authority (“OUA” or “Client”)**, and **SUMNER ENGINEERING & CONSULTING, INC.**, a Florida Corporation (“SEC, Inc.”), referred to individually as (“Party”) and collectively as (“Parties”).

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1 SCOPE OF SERVICES

1.1 SEC, INC. shall perform the services set forth in **EXHIBIT A (“Services”)**, incorporated herein by reference.

2 TERM OF AGREEMENT Upon execution by the Parties, this Agreement shall have the effective date set forth above. The terms and conditions of this Agreement are included in **EXHIBIT C** and are incorporated herein by reference.

3 COMPENSATION AND PAYMENT SEC, INC. shall be paid for the performance of the Services in accordance with **EXHIBIT B (“Compensation and Payment”)**, incorporated herein by reference.

4 ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by the Parties.

SUMNER ENGINEERING & CONSULTING, INC.

CLIENT: OKEECHOBEE UTILITY AUTHORITY

Signature Date

Jeffrey M. Sumner, P.E.

Name

President

Title

Address
410 NW 2nd Street
Okeechobee, FL 34972

Signature Date

Print Name

Print Title

Address
100 SW 5th Avenue
Okeechobee, FL 34974

EXHIBIT A SCOPE OF SERVICES

Background

Okeechobee Utility Authority operates a Surface Water Treatment Plant (SWTP) and a Groundwater Treatment Plant (GWTP), and are permitted by the South Florida Water Management District (SFWMD) to withdraw source waters for both plant via Consumptive Use Permit No. 47-00004-W. The Consumptive Use Permit (CUP) was last renewed in 2012, and is set to expire on April 2, 2032. The permit conditions specify monthly and annual maximum withdrawals for the SWTP (Lake Okeechobee) and the GWTP (surficial aquifer system), as well as system-wide monthly and annual maximums for combined, system-wide allocations. It is notable that the maximum allowable withdrawals from Lake Okeechobee are significantly lower than the FDEP-permitted treatment capacity for the SWTP.

Recent development applications within the OUA Service Area portend significant growth over the next 10 to 20 years, exacerbating the concerns discussed above related to permitted water capacity. OUA has determined that it is in their best interest to apply for a modification to their CUP to increase the permitted allocation to their SWTP to the extent possible.

Scope

OUA has requested consulting and coordination assistance in applying for a modification to CUP No. 47-00004-W, including a request for a variance from the restriction on increasing withdrawals from Lake Okeechobee (restricted allocation rule for the Lake Okeechobee Service Area (LOSA) as described in SFWMD Basis of Review Section 3.2.1 G). To that end, Sumner Engineering & Consulting, Inc. (SEC) proposes to perform consulting services on a time and expense basis, including:

- Analysis of historical withdrawal data
- Preparation of tables, calculations, maps and other exhibits as required for the permit application and LOSA variance request
- Submittal of permit application documents
- Coordination and meetings with SFWMD staff in discussing the application materials, and any requests for additional information (RAIs)
- Other consulting services as requested by OUA.

For these services, we suggest an **initial budget of \$30,000**, based on the rates described in Exhibit B, attached (this includes work already performed). We will perform services on a time and expense basis and will only invoice for actual services performed. The CUP application and variance process will require an unknown amount of time. Therefore, SEC proposes an initial estimate as described above. If it appears this initial budget will be exceeded, we will immediately notify OUA to determine if additional budget is appropriate.

End of EXHIBIT A

EXHIBIT B
COMPENSATION AND PAYMENT

1 COMPENSATION The Services set forth in **EXHIBIT A** will be performed on the following basis.

[] Retainer of [\$0.00]

Retainer is to be applied to the final invoice. Any remainder will be returned to Client within thirty (30) days of receipt of final payment.

[x] Time & Material - See **EXHIBIT B-1** (Schedule of Fees) incorporated herein by reference.

2 REIMBURSABLE EXPENSES Reimbursable expenses are expenditures made by SEC, INC. for goods, travel expenses (excluding mileage) and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to SEC, INC. plus ten percent (10%) to cover related administrative costs. Mileage costs will be billed at the current IRS rate.

3 CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. A Change Order form will be provided by SEC, INC.

4 INVOICING SEC, INC. may invoice Client on a monthly or other progress-billing basis as set forth herein. If Client disagrees with any portion of an invoice, it shall notify SEC, INC. in writing of the amount in dispute and the specific reason for Client's objection within 10 days of receipt of invoice, and shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

5 PAYMENT

5.1 If services are required beyond those described in Exhibit A and the agreed-upon retainer is exceeded, SEC, INC. will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

5.2 Client shall pay all undisputed portions of SEC, INC.'s invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance, and SEC, INC. shall be entitled to suspend its Services until payment in full, including interest, is received. Should such suspension exceed 60 consecutive days, SEC, INC. may elect to terminate this Agreement in its sole discretion, shall be entitled to immediate payment for all Services performed through the date of termination, and shall bear no liability for additional cost or disruption arising from such termination.

5.3 If the Project is suspended by Client for more than 30 days, SEC, INC. shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, SEC, INC. shall be entitled to an equitable adjustment in cost and schedule to compensate SEC, INC. for expenses incurred as a result of the interruption and resumption of the Services.

5.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of SEC, INC., an equitable adjustment shall be made to SEC, INC.'s Compensation and Project Schedule.

~~5.5 Except as otherwise specifically provided herein, Client shall pay directly or reimburse SEC, INC., as appropriate, for all categories of taxes including, but not limited to the following: sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.~~

5.6 Client shall make payments to SEC, INC. using one of the following methods:

5.6.1 SEC, INC. Office:

SUMNER ENGINEERING & CONSULTING, INC.
410 NW 2nd Street
Okeechobee, FL 349724

5.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: Sumner Engineering & Consulting
Bank Name: SouthState Bank
Address1: 2100 South Parrott Avenue
City/State/Zip: Okeechobee, FL 34974
Account Number: 25257429
ABA Routing Number: 063114030

5.6.3 Questions related to payment can be sent to SEC, INC. by phone at (863) 634-9474 or by email at jeff@sumnerengineering.com.

(end of page)

**EXHIBIT B-1
SCHEDULE OF FEES**

Compensation shall be based on the following Schedule of Fees:

HOURLY LABOR RATES

Principal Engineer	\$ 195.00
Professional Engineer / Project Manager	\$ 140.00
Engineering Designer	\$ 110.00
Field Engineer or Field Representative	\$ 100.00
CAD Designer	\$ 95.00
Administrative Staff	\$ 50.00

OTHER LABOR RATES

If additional services are authorized during the performance of the Agreement, compensation will be based on the Schedule of Fees in effect at the time the Services are authorized.

SCHEDULE OF FEES ANNUAL RATE ADJUSTMENTS

The Schedule of Fees is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on current Schedule of Fees for those years.

(end of page)

EXHIBIT C
STANDARD TERMS AND CONDITIONS

1 NOTICE All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery at the following addresses:

TO CLIENT:

100 SW 5th Avenue

Okeechobee, FL 34974

Attn: John F. Hayford, Executive Director

TO SUMNER ENGINEERING & CONSULTING, INC.:

410 NW 2nd Street

Okeechobee, FL 34972

Attn: Jeffrey M. Sumner, P.E.

or to which the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

2 SEC, INC.'S RESPONSIBILITIES

2.1 SEC, INC. shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of SEC, INC.'s responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any deficiencies or defects in the Deliverables at SEC, INC.'s own expense, provided that SEC, INC. is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after SEC, INC.'s completion or termination of the Services. SEC, INC. MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

2.2 SEC, INC. will endeavor, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of design. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from SEC, INC.'s original interpretation through no fault of SEC, INC. and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in Compensation and Project Schedule.

2.3 SEC, INC. shall be responsible for its performance and that of SEC, INC.'s lower-tier subconsultants and vendors. However, SEC, INC. shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors or vendors (collectively "Contractors"). SEC, INC. shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of construction personnel; (iii) selection of construction equipment; (iv) co-ordination of construction subcontractors or vendors; (v) for placing into operation any plant or equipment; (vi) or for Contractors' failure to perform the work in accordance with any applicable construction contract. SEC, INC. shall also not be responsible for Client's pre-existing site conditions or

the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of SEC, INC. SEC, INC. shall also not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client or others at project site relating to the Services ("Project Site"). So as not to discourage SEC, INC. from voluntarily addressing health or safety issues while at the Project Site, in the event SEC, INC. does address such issues by making observations, reports, suggestions or otherwise, SEC, INC. shall have no authority to direct the actions of others not under SEC, INC.'s responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of SEC, INC.'s actions or forbearance.

2.4 Notwithstanding anything contained in this Agreement, SEC, INC. shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

3 CLIENT'S RESPONSIBILITIES

3.1 Client shall provide in writing any specific Client requirements and criteria for the Project.

3.2 Client shall furnish to SEC, INC. all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. SEC, INC. shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by SEC, INC. is expressly required in the Services.

3.3 Client shall arrange for access and make all provisions necessary for SEC, INC. to enter upon public and/or private property as required for SEC, INC. to properly perform the Services. Client shall disclose to SEC, INC. any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

3.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

4 INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture or create a relationship of employer/employee or principal/agent between Client and SEC, INC.

5 DATA RIGHTS

5.1 All Deliverables resulting from the performance of the Services shall become the property of Client upon proper. Any modification or reuse of Deliverables without the express written verification or adaptation by SEC, INC. for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to SEC, INC. or others for whom SEC, INC. bears responsibility. Any such verification or adaptation will entitle SEC, INC. to further compensation at rates to be agreed upon by the Parties.

5.2 Notwithstanding the above Section 5.1, SEC, INC.'s proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by SEC, INC. and used to develop the Deliverables ("SEC, INC. Data"), shall remain the sole property of SEC, INC.

6 FORCE MAJEURE Neither Party shall be responsible for a delay in performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies, discovery of hazardous materials or differing

and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. SEC, INC. shall be entitled to an equitable adjustment in Compensation, Project Schedule, or both, in the foregoing circumstances.

7 INSURANCE SEC, INC. will provide evidence of insurance coverages and amounts upon execution of this Agreement, along with certificates of insurance naming CLIENT as additional insured with respect to General Liability Insurance. Certificates for subconsultants will also be provided.

8 INDEMNITY SEC, INC. agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage (“Claims”), to the extent caused by the negligence or willful misconduct of SEC, INC. in the performance of the Services.

9 CONSEQUENTIAL DAMAGES WAIVER In no event shall either Party be liable to the other for any indirect, incidental, special, consequential or punitive loss or damages whatsoever (including but not limited to lost profits, loss of use or interruption of business) arising out of or related to this Agreement, even if advised of the possibility of such damages.

10 RISK ALLOCATION AND RESTRICTION OF REMEDIES The Parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Client agrees to restrict its remedies under this Agreement against SEC, Inc., its affiliates and subcontractors, and their respective directors, officers, shareholders, members, employees and agents (“Consultant Covered Parties”), so that the total aggregate liability of the Consultant Covered Parties shall not exceed the actual paid compensation for the Services, or \$50,000, whichever is less. This restriction of remedies shall apply to all suits, claims, actions, losses, costs (including attorney’s fees) and damages of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the services unless a longer period is required by law. **PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

11 GOVERNING LAW & VENUE This Agreement shall be governed by and interpreted under the laws of the State of Florida. Any legal proceeding, whether court proceeding, arbitration, mediation, administrative, or any other proceeding brought to determine any controversy or claim arising out of or related to this Agreement, or the breach thereof, whether in tort, contract, strict liability, or any other legal theory, shall be brought and heard only in Okeechobee County, Florida, which the Parties agree shall be the exclusive and mandatory venue for such proceeding.

12 TERMINATION This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, SEC, INC. will be paid for all Services performed up to the termination date. ~~plus reasonable termination expenses, including without limitation, reassignment of personnel, subconsultant termination costs and related close-out costs.~~

13 ASSIGNMENT Neither party may assign this Agreement, in part or in whole, without the written consent of the other Party; provided, however, that SEC, INC. shall be entitled without such consent to assign this Agreement to any of its subsidiaries or affiliates upon written notice to Client and to engage subconsultants to perform all or any part of the Services. SEC, INC. shall remain responsible for the performance of the Services.

14 WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

15 SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles 2, 5, 8, 9 and 10 shall survive termination of this Agreement.

16 SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

(end of page)

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 28

FEBRUARY 20, 2024

**SFWMD CUP ALLOCATION REQUEST TCI ENGINEERING SCOPE OF WORK &
FEE PROPOSAL**

Please find attached a scope of work and fee schedule for the proposed septic to sewer connections in Taylor Creek Isles. These homes have failed to connect to the OUA vacuum sewer collection system installed many years ago.

The OUA advertised for RFP/RFQ engineering services. The OUA selection committee evaluated the solicitations received, provided a ranking of which the OUA Board approved (Dec 2023).

Please find attached for review and discussions the proposed scope of work and fee schedule. If approved, CAS & Associates will proceed with developing bid documents and bidding services for connection of these houses to the OUA system. CAS will also provide construction services. It is anticipated that engineering fees, construction and possibly connection fees will be paid out of FDEP Grant WG105.

OUA staff recommends approval of CAS Associates Proposal OCASA 0322 for \$32,700 and authorize execution of same.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 28

FEBRUARY 20, 2024

TCI ENGINEERING SCOPE OF WORK & FEE PROPOSAL

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OUA staff recommends approval of CAS Associates Proposal OCASA 0322 for \$32,700 and authorize execution of same.

CRAIG A. SMITH & ASSOCIATES

**PROPOSED SCOPE OF SERVICES,
FEE REQUEST AND SCOPE OF WORK
FOR**

**OKEECHOBEE UTILITY AUTHORITY
TCI SEPTIC TO SEWER IMPROVEMENT
PROJECT**

CAS PROPOSAL NO.: OCASA 0322

ENGINEERING SERVICES PROPOSAL

January 26,2024



CRAIG A. SMITH & ASSOCIATES

CONSULTING ENGINEERS • SURVEYORS • UTILITY LOCATORS • GRANTS SPECIALISTS

1425 E. Newport Center Drive, Deerfield Beach Fl.33442

(561) 314-4445 • Fax (561) 314-4457

Okeechobee Utility Authority
Septic to Sewer Improvements
Proposal for Professional Services

CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

PROJECT NAME: OKEECHOBEE UTILITY AUTHORITY TCI SEPTIC TO SEWER IMPROVEMENT PROJECT

CAS PROJECT NO.: OCASA-0322

PROPOSAL DESCRIPTION:

The following scope of services is provided by Craig A. Smith & Associates (CAS) as requested by the Okeechobee Utility Authority (OUA) for the above-referenced project. The discipline of services provided is Civil Engineering. This proposal, when executed, shall be incorporated in and become an integral part of the agreement for professional services between the OUA and CAS, hereafter referred to as the Agreement.

Craig A. Smith & Associates (CAS) is pleased to provide this proposal to the Okeechobee Utility Authority for the preparation of engineering plans and specifications, preparation & submittal of the required Health Department permit application, engineering services during construction (ESDC), and construction observation services.

The purpose of this project is to connect approximately 14 OSTDS to the existing Airvac vacuum sewer system. The homes are located in the Taylor Creek Isles area of the City of Okeechobee. The existing vacuum system was installed approximately 15 years ago, and these properties were never connected. Now that the utility has obtained a grant, they would like to have these properties connected and decommission the existing OSTDS located at each property.

This engineering proposal is to authorize CAS to provide professional engineering services to the Okeechobee Utility Authority to assist the Authority by supplying contract documents and specifications to allow the OUA to publicly bid the proposed septic to sewer project. CAS also proposes to provide professional engineering and management services during the construction phase of the project.

OWNER/CLIENT: Okeechobee Utility Authority

Attn: John Hayford, Executive Director OUA

ADDRESS: 100 SW 5Th Avenue, Okeechobee Florida 34974

PHONE: (863) 763-9460

GENERAL:

Craig A. Smith & Associates (CAS) will provide professional services, engineering design, permitting, bidding services, and construction management during the construction phase of the project. More specifically, the scope of work for the Okeechobee Utility Authority TCI septic to sewer improvement project includes the following tasks:

TASK 1 ENGINEERING DESIGN SERVICES:

Preparation of construction site plans for bidding the TCI septic to sewer improvement project. The general site plan will include the house location, the septic tank location and driveway location, and the sewer lateral location. The scope of work includes the design of approximately 14 individual service laterals that will extend from the residential property's sewer clean out connection at the home to the existing Airvac fiberglass valve pit. The Airvac valve pits are typically located on the property line between the homes within the right-of-way. Each valve pit has a six foot long 4-inch diameter PVC sewer lateral extending out of the valve pit with a clean out assembly at the right of way facing towards the home for the proposed house connection.

The design will include copies of the property appraiser maps of the individual lots we intend to serve showing the potential route of the proposed 4-inch diameter SDR 21 PVC gravity sewer lateral from the house connection to the existing Airvac fiberglass valve pits 4-inch clean out assembly. Finally, the septic tank will need to be abandoned in place by pumping out the septic waste by a licensed septic hauler then break apart the septic tank's lid dropping it into the tank. The plumber will drill numerous holes in the bottom of the tank, and finally fill the tank with clean sand.

CAS will provide an opinion of probable construction cost estimate based on final design and prepare contract document and specifications for bidding purposes.

Lump Sum for Task: \$12,500.00

TASK 2 ENGINEERING PERMITTING SERVICES:

Prepare one (1) sanitary sewer permit application for the Okeechobee Health Department that will include all the proposed lots with supporting construction drawings sufficient for permitting by the agency.

Lump Sum for Task: \$1,500.00

TASK 3 SERVICES DURING BIDDING:

Preparation of contract documents, including bid specifications, bid schedule, general conditions, bid forms and the invitation to bid for the proposed project. Provide services during bidding, including preparation of any bid addenda, preparation and attendance of any pre-bid meeting, coordination with contractors, respond to bid questions, attend bid opening, preparation of bid tabulations, review and evaluate all bids after which, issue our letter of recommendation for the award of the said project.

Lump Sum for Task: \$2,500.00

TASK 4 PRE-CONSTRUCTION MEETING SERVICES:

CAS will attend the pre-construction meeting to answer questions and provide site sketches of the individual lots and hard copies of the contract specifications to execute the contract and issue the Notice to Proceed to the contractor. CAS attendees will include our Senior Supervising Engineer and our Senior Field Representative for observational services.

Lump Sum for Task: \$2,500.00

TASK 5 ENGINEERING SHOP DRAWING REVIEW

Project Engineer will review shop drawings and process the submittals from the contractor. Correspond with contractor on approval of all expected products to be installed on the project. Engineer will maintain a shop drawing log to document all submittals with dates submitted, reviewed, and returned.

Lump Sum for Task: \$1,500.00

TASK 6 ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

Provide, review, and process submittals from the contractor including review of the project's construction schedule, construction materials and monthly contractor's pay requests. In addition, CAS will provide final engineering certification and project closeout documentation to confirm construction was completed in general conformance with the design documents. Review and approve the projects record site drawings, and assist in close out the local health departments permits. Fees are based on an estimated construction time of two (2) months and invoiced monthly. Should the construction duration extend beyond two (2) months, time will be billed on an hourly basis in accordance with our contract rate schedule.

Lump Sum for Task: \$3,500.00

Task 7 INSPECTION - CONSTRUCTION OBSERVATION SERVICES

Provide construction observation and management services to include examination of the contractor's monthly pay applications, coordination with contractor and owner, part time site observation to ensure contractor compliance with approved construction plans, permits and standards, resolve field conflicts and aid the owner during construction. Fees are based on an estimated construction time of two (2) months to be invoiced monthly. Should the construction duration extend beyond 2 months, time will be billed on an hourly basis in accordance with our contracted rate schedule.

Lump Sum for Task: \$8,700.00

CAS proposes to accomplish the professional engineering services listed within three (3) months of the issued Work Authorization for the following total fees, which is the sum of the fees for each phase and its specific work task:

Task 1	ENGINEERING DESIGN SERVICES	\$12,500.00
Task 2	ENGINEERING PERMITTING SERVICES	\$1,500.00
Task 3	SERVICES DURING BIDDING.....	\$2,500.00
Task 4	PRE-CONSTRUCTION MEETING SERVICES	\$2,500.00
Task 5	ENGINEERING SHOP DRAWING REVIEW SERVICES	\$1,500.00

Okeechobee Utility Authority
Septic to Sewer Improvements
Proposal for Professional Services

Task 6	ENGINEERING SERVICES DURING CONSTRUCTION	\$3,500.00
Task 7	INSPECTION – CONSTRUCTION OBSERVATION SERVICES ..	\$8,700.00
	TOTAL ENGINEERING FEES	\$32,700.00

(Plus hourly services in accordance with CAS's General Services Agreement)

ADDITIONAL SERVICES

Any service not specifically included in the agreement will be considered as an additional service. CAS will accomplish additional services upon proper written authorization of the client. The fees for additional services will be billed at our standard hourly rates or at a mutually agreed upon lump sum fee.

We look forward to assisting OUA on this project. If you are in agreement with the above scope of services and the terms, please sign in the authorization space provided below and return one (1) executed copy of this proposal via email (ssmith@craigasmith.com) or mailed to our Deerfield Beach Office at 1425 E. Newport Center Drive, Deerfield Beach, FL 33442, as our notice to proceed.

Should you have any questions or need additional information, please do not hesitate to contact this office.

AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES



Stephen C. Smith, P.E.
President

Okeechobee Utility Authority

Authorized Signature

Printed Name

Date

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 29

FEBRUARY 20, 2024

PUBLIC COMMENTS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 30

FEBRUARY 20, 2024

ITEMS FROM THE ATTORNEY

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 31

FEBRUARY 20, 2024

ITEMS FROM THE EXECUTIVE DIRECTOR

Southwest Wastewater Service Area

- Project 1
 - Master Pump Station (MPS) **Completed**
 - Master Force Main (MFM) **Completed**
 - Force Main SE2 Interconnect
Anticipated bid advertisement Summer 2024
- Project 2 Collection System
Notice to Proceed issued on March 29, 2023
Substantial: March 29, 2025 (731 calendar days from NTP)
Final: May 12, 2025 (775 calendar days from NTP)
Construction underway
- Project 3 Okee-Tantie
Anticipated bid advertisement Summer 2024

Pine Ridge Park Utility Improvements

- Notice to Proceed issued June 21, 2022
- Substantial Completion February 16, 2024 (425 calendar days from NTP + 181 days per Change Orders)
- Final Completion March 18, 2024 (455 calendar days from issuance NTP + 181 days per Change Orders)
 - Work continues on making water connections
 - Work continues on the vacuum station, currently behind schedule

SW 5th Ave Wastewater System Improvements

- Initial engineering work underway

US441SE Water Main Extension

- Under design

Treasure Island Septic to Sewer Project

- Engineering design report received
- Initial force main layout received
- Pursuing easements

SR 78W Water Main Improvements Project

- Engineering Initial Design is underway
- Discussions with FDOT ongoing

Septic to Sewer Connections

- Awaiting approval today on engineering scope of work & fee proposal

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 32

FEBRUARY 20, 2024

ITEMS FROM THE BOARD