

OKEECHOBEE UTILITY AUTHORITY

MEETING AGENDA

October 29, 2024

8:00 A.M.

1. Call the Meeting to Order

- Pledge of Allegiance
- Determination of Voting Members

2. Agenda Additions or Deletions

3. Meeting Minutes from September 17, 2024

4. Update from Operations Director

5. Consent Agenda

6. Invoice from Wind River Environmental LLC – Taylor Creek Septic to Sewer Project
7. Invoices from Kimley Horn and Associates, Inc. – Treasure Island Septic to Sewer Project
8. Invoice from Anderson Andre Consulting Engineers, Inc – SWSA Project 2 Vacuum Collection System
9. Invoice from Hinterland Group, Inc. – SWSA Project 2
10. Invoice from Hinterland Group, Inc. – Pine Ridge Park Utility System Improvements
11. Invoice from Holtz Consulting Engineers, Inc. – SR 78 Watermain Improvements
12. Invoice from Holtz Consulting Engineers, Inc. – Kings Bay Water Main Extension
13. Invoices from CHA – Pine Ridge Park Utility System Upgrade – SDC
14. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
15. Invoice from Craig A. Smith and Associates, LLC – TCI Septic to Sewer Improvement Project
16. Invoice from Thorn Run Partners
17. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual

18. Finance Report

19. OUA Attorney

20. Purchase of New Business Processing Software

21. Mallard Landing Engineering Agreement

22. Glades County Franchise Agreement

23. FY24 Merit Raise Summary

24. Rates, Fees & Charges Discussion

25. Public Comments

26. Items from the Attorney
27. Items from the Executive Director
28. Items from the Board

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 1

OCTOBER 29, 2024

Call Meeting to Order

Pledge of Allegiance
Determine Voting Members

	<u>Absent</u>	<u>Present</u>
Melanie Anderson – Alternate	_____	_____
John Gilliland – Vice Chairperson	_____	_____
Steve Hargraves – Board Member	_____	_____
Harry Moldenhauer – Board Member	_____	_____
Steve Nelson – Chairperson	_____	_____
Glenn Sneider –Alternate	_____	_____
Tabitha Trent – 2 nd Vice Chairperson	_____	_____
Vacant - City Alternate	_____	_____

FUTURE MEETING OF OUA BOARD

November 19, 2024 – 8:00 A.M.

FUTURE HOLIDAYS FOR OUA STAFF

Monday – November 11, 2024 – Veteran’s Day
Thursday – November 28, 2024 – Thanksgiving
Tuesday – December 24, 2024 – Christmas Eve
Wednesday – December 25, 2024 – Christmas Day

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2

OCTOBER 29, 2024

AGENDA ADDITIONS OR DELETIONS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 3

OCTOBER 29, 2024

MEETING MINUTES

Attached are copies of the minutes from the meeting held on September 17, 2024.

Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from September 17, 2024 as presented.

**OKEECHOBEE UTILITY AUTHORITY
MEETING MINUTES**

Tuesday, September 17, 2024 8:00 A.M.
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, Florida

Vice Chairperson Gilliland called the meeting to order at 8:05 A.M.

Vice Chairperson Gilliland determined the voting members and led all participating attendees and visitors in the Pledge of Allegiance.

Vice Chairperson Gilliland addressed Agenda Item No. 1, the following Okeechobee Utility Authority Board Members were present:

Board Members:

John Gilliland*
Steve Hargraves*
Harry Moldenhauer*
Tabitha Trent*

Alternates:

Melanie Anderson

*Voting Board Members

Absent:

Steve Nelson
Glenn Sneider

OUA Members:

John Hayford
Lauriston Hamilton

Greg Kennedy
Michelle Willoughby

Vice Chairperson Gilliland addressed Agenda Item No. 2 ‘Agenda Additions or Deletions’ Executive Director Hayford discussed that there were three additions to the agenda. Item 2A, SW 21st Street Watermain Repair, Item 2B. Holtz Consulting Engineers, Inc. – Kings Bay Watermain Extension and Item 2C. Sulzer XFP 6” Pump Emergency Purchase. **Motion by Tabitha Trent to amend the agenda as presented. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

Vice Chairperson Gilliland addressed Agenda Item No. 2A ‘SW 21st Street WM Repair’ Executive Director Hayford discussed that there is an FDOT drainage project along SW 21st Street under Parrott Avenue and eastward to a new stormwater pond. Executive Director Hayford discussed that staff identified OUA facilities that might be in conflict. Executive Director Hayford discussed that the OUA maps identified the water main as 12-inch ductile iron. During the early construction work, the FDOT contractor identified the water main piping material as asbestos cement (AC) piping. Executive Director Hayford discussed that staff investigated removing a section of AC pipe and replacing it with ductile iron. Executive Director Hayford discussed that PRP Construction Group, Inc. was contacted and asked to look at the project and to provide a quote on this emergency work. Executive Director Hayford discussed that this work is scheduled to begin at 8pm on Tuesday, September 17th. Executive Director Hayford discussed that staff approved the emergency requisition for the work by PRP Construction Group, Inc in the amount of \$37,340.00. **Motion by Tabitha Trent to ratify the approval of the work by PRP Construction Group, Inc. in the amount of \$37,340.00. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

Vice Chairperson Gilliland addressed Agenda Item No. 2B ‘Invoice from Holtz Consulting Engineers, Inc. – Kings Bay Watermain Extension’ Executive Director Hayford discussed that staff received a late invoice from Holtz Consulting Engineers, Inc. The invoice is for the Kings Bay Watermain Extension Project in the amount of \$2,835.00. **Motion by Harry Moldenhauer to approve the invoice from Holtz Consulting Engineers, Inc in the amount of \$2,835.00. Second by Tabitha Trent. Vote unanimous (4-0), motion carried.**

Vice Chairperson Gilliland addressed Agenda Item No. 2C ‘Sulzer XFP 6” Pump Emergency Purchase’ Executive Director Hayford discussed that the pump located at SE-2 Lift Station, impeller and shaft failed resulting in the need for immediate replacement. Executive Director Hayford discussed that Hydra Service, Inc has undertaken the repair and service of the defective pump. There was a brief discussion. **Motion by Tabitha Trent to ratify the approval of the purchase of the Sulzer XFP 70 HP Pump in the amount of \$29,983.00. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

Vice Chairperson Gilliland addressed Agenda Item No. 3 ‘FY25 Schedule of Rates, Fees and Charges’

Motion by Harry Moldenhauer to open the Public Hearing 8:15 A.M. Second by Tabitha Trent. Vote unanimous (4-0), motion carried.

Executive Director Hayford discussed that the current budget is setup for a 6% rate increase. Executive Director Hayford reads Resolution 24-04 by title only.

Vice Chairperson Gilliland called for comments from the Public. There were none.

Vice Chairperson Gilliland called for comments from the Board. There were none.

Motion by Tabitha Trent to close the Public Hearing at 8:17 A.M. Second by Steve Hargraves. Vote unanimous (4-0), motion carried. *Steve Nelson in at 8:17 A.M.* John Gilliland maintained control of meeting.

Motion by Tabitha Trent to adopt Resolution 24-04 as presented. Second by Harry Moldenhauer. Vote unanimous (4-0) Steve Nelson became voting member at this time.

Vice Chairperson Gilliland addressed Agenda Item No. 4 ‘Adoption of FY25 Budget’

Motion by Tabitha Trent to open the Public Hearing 8:18 A.M. Second by Harry Moldenhauer. Vote unanimous (5-0), motion carried.

Finance Director Hamilton discussed the FY25 Budget. Finance Director Hamilton discussed that in an attempt to present a balanced budget for FY25, staff has reviewed the company’s forecasted revenues and expenditures for the FY25. Finance Director Hamilton discussed that the FY25 Budget includes a 6% increase to various water and wastewater related fees and charges.

Vice Chairperson Gilliland called for comments from the Public. There were none.

Vice Chairperson Gilliland called for comments from the Board. Board Member Trent commends staff for the work that they do in creating the budget each year.

Motion by Tabitha Trent to close the Public Hearing at 8:34 A.M. Second by Harry Moldenhauer. Vote unanimous (5-0), motion carried.

Executive Director Hayford reads Resolution 24-03 by title. **Motion by Harry Moldenhauer to adopt Resolution 24-03 as presented. Second by John Gilliland. Vote unanimous (5-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 5 ‘Operations of the Okeechobee Utility Authority’
Motion by Harry Moldenhauer to open the Public Hearing 8:36 A.M. Second by John Gilliland.**

Vote unanimous (5-0), motion carried. Presentation of the General Policy and Procedures of the Okeechobee Utility Authority, Resolution 24-02 by Finance Director Hamilton. Finance Director Hamilton discussed the proposed changes to the resolution to include Billing Procedures, Tampering Fees, Payment Plans as well as other housekeeping. Finance Director Hamilton discussed the current payment plans for new service. The current payment plan structure is set at 5 years at 1% interest or 10 years at 1.5% interest with a minimum down payment of 25% and minimum monthly payment of \$40.00. Finance Director Hamilton reviewed multiple scenarios of payment plans that could be offered to a customer for new water and/or waste water connections. Board Member Trent asks if the property owner sells the property prior to the satisfaction of the payment plan, would the fees become due in full. Finance Director Hamilton discussed that if the property sells or the customer defaults all fees would be due. Board Member Gilliland asks if the payment plan would apply to new construction as well as existing homes. Executive Director Hayford discussed that the payment plan is currently available to new connections and those customers that have experienced a high bill due to a leak. Board Member Trent asks how many customers are currently on payment plans. Executive Director Hayford discussed the number of current payment plans for the SWSA Project. Executive Director Hayford discussed possible new connections from current projects as well as those projects under design.

Chairperson Nelson called for comments from the Public. Resident Charles E. Flynn Jr. of 1675 SW 22nd Terrace spoke to the board regarding the connection fees increasing as of October 1, 2024. Resident Flynn discussed with the board that many of the residents in the area and Okeechobee County are low income and the increase in the fees brings a hardship to many. Resident Flynn discussed the possible new connections that were discussed at a previous board meeting and the projected revenue from those connections.

Chairperson Nelson called for comments from the Board. Attorney Conely discussed housekeeping items from the General Policy and Procedure Manual that required corrections.

Motion by Tabitha Trent to close the Public Hearing at 9:13 A.M. Second by John Gilliland. Vote unanimous (5-0), motion carried.

Board Member Trent discussed the length of the payment plans compared to the average length of ownership. Executive Director Hayford discussed that the payment plan would become due in full should the customer sell the property or default on payments. Board Member Gilliland discussed that both the city and the county have mandatory connections. Board Member Gilliland discussed that payment plans should not be offered to new constructions as those fees would typically be absorbed into the construction loan. Chairperson Nelson discussed that the board should be considerate of both the current rate payers and the new growth of Okeechobee County. There was a brief discussion. **Motion by John Gilliland to approve the payment plan structure be set at a minimum down payment of 10%, minimum monthly payment of \$25.00 and interest rate of 1% excluding new construction (residential and non-residential). Second by Tabitha Trent. Vote unanimous (5-0), motion carried.**

Motion by Harry Moldenhauer to approve the retroactive date for payment plans initiated on or after September 1, 2024. Second by Tabitha Trent. Vote unanimous (5-0), motion carried.

Motion by Tabitha Trent to adopt Resolution 24-02 as modified. Second by John Gilliland. Vote unanimous (5-0)

Chairperson Nelson addressed Agenda Item No. 6 ‘Meeting Minutes from August 29, 2024.’ Attorney Conley advised that on Page 8, Agenda Item No 28 item should have read “authorize the OA Chairperson or Executive Director to execute a Quite Claim Deed”. **Motion by John Gilliland to approve the Meeting Minutes from August 29, 2024 Meeting with correction. Second by Harry Moldenhauer. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 7 ‘Update from Operations Director’ Executive Director Hayford discussed that the chiller for the ozone has been delivered and is being installed. Assistant Executive Director Kennedy discussed the lead and copper line inventory that staff is currently conducting. Executive Director Hayford discussed that an offer had been extended to an candidate for thew Assistant Wastewater Plant Supervisor position.

Chairperson Nelson addressed Agenda Item No. 8 ‘Consent Agenda’ Motion by Harry Moldenhauer to approve the Consent Agenda as presented:

- Consent Agenda Item No. 9 ‘Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E) in the amount of \$17,015.95’**
 - Consent Agenda Item No. 10 ‘Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue LPSS Design and Permitting in the amount of \$21,179.60’**
 - Consent Agenda Item No. 11 ‘Invoice from Hinterland Group, Inc – SWSA Project 2 Vacuum Collection System in the amount of \$387,166.25’**
 - Consent Agenda Item No. 12 ‘Invoice from C2i Control Instruments, Inc – PLC System Upgrade in the amount of \$129,140.00’**
 - Consent Agenda Item No. 13 ‘Invoice from Anderson Andre Consulting Engineers, Inc – SWSA Project 2 Vacuum Collection System in the amount of \$10,025.00’**
 - Consent Agenda Item No. 14 ‘Invoice from Holtz Consulting Engineers, Inc. – SR 78 Watermain Improvements in the amount of \$12,011.80’**
 - Consent Agenda Item No. 15 ‘Hinterland Group, Inc. - Pine Ridge Park Utility Improvements in the amount of \$37,743.50’**
 - Consent Agenda Item No. 16 ‘Invoice from CHA – Vac Station #2 Generator Replacement in the amount of \$7,896.00’**
 - Consent Agenda Item No. 17 ‘ Invoice from Thorn Run Partners in the amount of \$3,500.00’**
 - Consent Agenda Item No. 18 ‘Invoice from MacVicar Consulting, Inc. in the amount of \$250.00’**
- Second by John Gilliland. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 19 ‘Finance Report’ Finance Director Hamilton reviewed the Finance Report for period ending August 30, 2024. **Motion by John Gilliland to approve the Finance Report for period ending August 30, 2024. Second by Harry Moldenhauer. Vote unanimous (5-0). Motion carried.**

Chairperson Nelson addressed Agenda Item No. 20 ‘5th Draw-Down on Interim Finance – SWSA 2’ Finance Director Hamilton discussed the Interim Finance Agreement with SouthState Bank. The USDA will reimburse SouthState Bank and transfer a portion of the funds utilized to a forty-year loan. Finance Director Hamilton discussed that staff is requesting Board approval to submit draw-down #5 in the amount of \$1,563,422.95 to cover pay applications from Hinterland Group, Inc and Sumner Engineering & Consulting, Inc. Tabitha Trent will abstain from voting on item No. 20. **Motion by John Gilliland to approve Draw-Down #5 in the amount of \$1,563,422.95. Second by Steve Hargraves. Vote Unanimous (5-0). Motion carried.**

Chairperson Nelson addressed Agenda Item No. 21 ‘Proposed Update to Employee’s Handbook’ Finance Director Hamilton discussed that the Board previously approved a number of staff related issues to include; increase in number of Personal Choice Days, Implementation of PTO and modification to the longevity bonus calculation. Finance Director Hamilton reviewed the changes to the Employee Handbook. **Motion by Tabitha Trent to approve the modified Employee Handbook updates with an effective date of October 1, 2024. Second by Harry Moldenhauer. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 22 ‘Kings Bay Maintenance Agreement’ Executive Director Hayford discussed that as required by the King’s Bay Agreement, the OUA is to review the past year’s expenses incurred by the King’s Bay development. Executive Director Hayford discussed that after review and tabulation of expenses for labor, equipment, parts, etc., a monthly service fee of \$8.77 was established for the coming year. **Motion by Harry Moldenhauer to approve setting the monthly maintenance cost at \$8.77 for the King’s Bay accounts. Second by Tabitha Trent. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 23 ‘Mallard Landing Engineering Agreement’ Executive Director Hayford discussed the OUA publicly advertised the OUA Mallard Landing Gravity Sewer Expansion RFP on or about August 5, 2024 and received proposals on September 10, 2024. OUA staff and Steve Nelson reviewed the proposal. Executive Director Hayford discussed that since staff only received one proposal, staff asked Holtz to prepare a scope of work and fee proposal. **Motion by Tabitha Trent to accept the recommendation of Holtz Consulting Engineers, Inc as Engineer. Second by John Gilliland. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 24 ‘State Road 78 West Water Main Improvements – Phase 1’ Executive Director Hayford discussed that staff have met with Glades County representatives concerning the franchise agreement between Glades County and the OUA. Executive Director Hayford advised the board that staff will be meeting with Lakefront Estates representatives to discuss the franchise agreement, cost sharing agreement and a look forward to project milestones. The cost sharing agreement with Lakefront Estates requires 75% down payment and 25% due upon construction completion. Executive Director Hayford discussed that there were five bids received at a public bid opening on August 29, 2024, with PRP Construction Group, Inc., submitting the lowest bid. Executive Director Hayford discussed that Holtz Consulting Engineers, Inc. reviewed the bid package, reference checks and recommends issuing a Notice of Award to PROP Construction Group, Inc. **Motion by Tabitha Trent to approve the cost sharing agreement with Lakefront Estates. Second by Harry Moldenhauer. Vote unanimous (5-0), motion carried.**

Motion by Tabitha Trent to accept the recommendation of award provided by Holtz Consulting Engineers, Inc. listing PRP Construction Group, Inc. as the apparent lowest, most responsive bidder and award the contract. Second by John Gilliland. Vote unanimous (5-0), motion carried

Motion by Tabitha Trent to authorize the OUA Chairperson and staff to execute the Notice of Award to PRP Construction Group, inc. Second by John Gilliland. Vote unanimous (5-0), motion carried.

Motion by John Gilliland to the OUA Chairperson to execute the appropriate documents and issue the Notice to Proceed to PRP Construction Group, Inc. provided the required documentation is submitted. Second by Tabitha Trent. Vote unanimous (5-0), motion carried.

Chairperson Nelson addressed Agenda Item No. 25 “Glades County Franchise Agreement’ Executive Director Hayford discussed that staff met with Glades County representatives to discuss how to proceed with a franchise agreement. Executive Director Hayford discussed that a mutual decision was made to amend the expired franchise agreement by way of a time extension. This time extension will provide for time for Lakefront Estates to move forward with their development options as well as time to develop a new franchise agreement that is amendable to all parties. Executive Director Hayford discussed that the extension will be retroactive back to May 2023 and extending to September 2026. **Motion by Tabitha Trent to extend the expired Franchise Agreement to September 30, 2026 with an amendment to the name Okeechobee Beachwater Association to the Okeechobee Utility Authority. Second by Harry Moldenhauer. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No 26 ‘TMDL Grant Application’ Executive Director Hayford discussed that staff along with assistance from Sumner Engineering and Jones Edmunds staff have nearly completed a Nonpoint Source Management Program Project Proposal. Executive Director Hayford discussed that the FDEP program allows for financial assistance for removal of OSTDS (septic tank systems). These monies can not fund any construction of the collection system. Executive Director Hayford discussed that the total ask from FDEP is \$750,000. A local match was included as \$562,000 comprising of \$350,000 OUA funds and \$212,000 contributed by the OSTDS owners. The TMDL review and award process will not be completed until late Spring 2025. There was a brief discussion. **Motion by Tabitha Trent to approve staff to continue with the application process. Second by Steve Hargraves. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 27 “Florida Commerce Grant Application’ Executive Director Hayford discussed that staff along with Jones Edmunds staff have nearly completed a Florida Rural Infrastructure Find Program under Florida Commerce. This program allows for financial assistance for Project Planning and Preparation Grants. Executive Director Hayford discussed that OUA staff have been working with local community agencies in the future development of the former Boy’s School property as a Data Center under IRSC. IRSC has specifically asked about the use of reclaimed water for Data Center equipment colling purposes at the facility. Executive Director Hayford discussed that to meet the potential needs for the Data Center future development as well as a possible nearby PUD, the OUA is planning on submitting a grant application under the Rural Area of Opportunity (RAO) and to meet the \$300,000 grant level. **Motion by Tabitha Trent to approve OUA to participate with IRSC in the application process. Second by John Gilliland. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 28 “Public Comments’ There were none

Chairperson Nelson addressed Agenda Item No. 29 ‘Items from the Attorney’ Attorney Conely discussed that in the RFP for legal services under item Section 12: Training and Experience Requirements, the language on subsection “D” should state “is preferred but not required”. **Motion by Tabitha Trent to approve the language change in the RFQ for legal services. Second by John Gilliland. Vote unanimous (5-0), motion carried.**

Board Member Nelson requested an update on the lawsuit submitted by Hinterland Group. Executive Director Hayford discussed that the subject project has not met the Final Completion date and that the contractor is well over their contracted time frame.

Chairperson Nelson addressed Agenda Item No. 29 ‘Items from the Executive Director’ Executive Director Hayford gave an update on current projects.

Chairperson Nelson addressed Agenda Item No. 30 ‘Items from the Board’ Chairperson Nelson welcomes new Board Member Steve Hargraves. Chairperson Nelson thanks the public for their attendance.

There being no other business, meeting adjourned at 10:41 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 CD recording of this meeting is on file in the Executive Director’s office.

Chairperson

Executive Director (Secretary)

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 4

OCTOBER 29, 2024

UPDATE FROM OPERATIONS DIRECTOR

TUESDAY 10-29-2024

SITE VISITS 8-22-24 THRU 10-24-24

SWTP: Chiller installed, working good

New PLC Update

Switch from free CL2 to Total CL2 10-28-24

General Maintenance

Maintenance: Couple water main extensions in progress

Safety Meeting 9-30-24

Couple water service installations

Flushing for Free CL2

WWTP: Both new A/C installed at WWTP

WWTP Asst. Supervisor position

Gearboxes installed on aerators two-working, troubleshooting other two

1-pump down on chlorine contact chamber, other two-pumps working, will remove and send

Pump off for repairs.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 5

OCTOBER 29, 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:
 6. Invoice from Wind River Environmental LLC – Taylor Creek Septic to Sewer Project
 7. Invoices from Kimley Horn and Associates, Inc. – Treasure Island Septic to Sewer Project
 8. Invoice from Anderson Andre Consulting Engineers, Inc – SWSA Project 2 Vacuum Collection System
 9. Invoice from Hinterland Group, Inc. – SWSA Project 2
 10. Invoice from Hinterland Group, Inc. – Pine Ridge Park Utility System Improvements
 11. Invoice from Holtz Consulting Engineers, Inc. – SR 78 Watermain Improvements
 12. Invoice from Holtz Consulting Engineers, Inc. – Kings Bay Water Main Extension
 13. Invoices from CHA – Pine Ridge Park Utility System Upgrade – SDC
 14. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
 15. Invoice from Craig A. Smith and Associates, LLC – TCI Septic to Sewer Improvement Project
 16. Invoice from Thorn Run Partners
 17. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 6

OCTOBER 29, 2024

CONSENT AGENDA

INVOICE FROM WIND RIVER ENVIRONMENTAL LLC

Please find attached the invoice in the amount of \$60,229.26 submitted by Wind River Environmental LLC 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
					\$177,503.26
Oct-24	1		\$60,229.26		\$117,274.00

Staff recommends approval of this invoice in the amount of \$60,229.26 to Wind River Environmental LLC.



WIND RIVER A Wind River Environmental Company

Wind River Environmental LLC.
3100 SE Waaler St
Stuart FL 34997

Invoice

Customer Number: 2754176_1701851
Questions: 978-841-5000

BILL TO

JOB SITE

Okeechobee Utility Authority
Paige Van Hassel
100 Southwest 5th Avenue
Okeechobee, FL 34974

Taylor Creek
100 Southwest 5th Avenue
Okeechobee Utility Authority
Okeechobee FL 34974

Service Date: 30-Sep-2024

Invoice Number: 6588808

Order Number: 8447043985

P.O. Number: 11973

Invoice Date: 01-Oct-2024

Order Date: 30-Sep-2024

Quantity	Service Type	Amount	Tax
1.00	Energy Charge	\$50.00	\$0.00
1.00	Fuel Surcharge Commercial	(\$50.00)	\$0.00
1.00	Repair-C-Pipe Repair/Replace	\$60,229.26	\$0.00

Technician Comments:
Work Completed September 2024 See attached payment document

Subtotal Non Tax	Subtotal Taxed	Tax	Subtotal	Adjustment	Payments	Payment Terms	Amount Due
\$60,229.26	\$0.00	\$0.00	\$60,229.26		\$0.00	Due on Receipt	\$60,229.26

TO VIEW AND PAY ONLINE GO TO:	http://wrenvironmental.billtrust.com	USE THE ENROLLMENT CODE:	MHG KZW BRK
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Please detach here and return the bottom portion with your payment.

From:

Okeechobee Utility Authority
Paige Van Hassel
100 Southwest 5th Avenue
Okeechobee, FL 34974

Customer #	Order Number	Invoice Number	Invoice Date	Amount Due
2754176_1701851	8447043985	6588808	01-Oct-2024	\$60,229.26

We accept the following credit cards within 30 days of the invoice date. Wind River Environmental will appear on your credit card statement for this transaction. For questions please visit www.wrenvironmental.com/policies



Remit To:

Wind River Environmental LLC.
P.O. Box 22074
New York, NY 10087-2074

22074 000006588808 000002754176 0006022926 0

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 7

OCTOBER 29, 2024

CONSENT AGENDA

**INVOICES FROM KIMLEY HORN AND ASSOCIATES, INC. – TREASURE ISLAND
SEPTIC TO SEWER PROJECT**

Please find attached the invoices in the amounts of \$115,128.93 and \$49,965.91 submitted by Kimley Horn and Associates, Inc. Staff is aware of the work currently being done by Kimley Horn and Associates, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$3,180,385.00
Jun-23	1	Jun-23		\$10,032.10	\$3,170,352.90
Jun-23	2	Jun-23		\$106,718.65	\$3,063,634.25
Aug-23	3	Aug-23		\$36,215.50	\$3,027,418.75
Sep-23	4	Sep-23		\$20,157.35	\$3,007,261.40
Oct-23	5	Oct-23		\$25,688.60	\$2,981,572.80
Nov-23	6	Nov-23		\$210,818.35	\$2,770,754.45
Nov-23	7	Nov-23		\$185,479.85	\$2,585,274.60
Dec-23	8	Dec-23		\$116,912.00	\$2,468,362.60
Jan-24	9	Jan-24		\$65,644.20	\$2,402,718.40
Mar-24	10	Mar-24		\$37,995.70	\$2,364,722.70
Apr-24	11	Apr-24		\$45,793.30	\$2,318,929.40
May-24	12	May-24		\$104,433.14	\$2,214,496.26
May-24	13	May-24		\$32,009.30	\$2,182,486.96
Jul-24	14	Jul-24		\$39,812.01	\$2,142,674.95
Jul-24	15	Jul-24		\$78,903.35	\$2,063,771.60
Aug-24	16	Aug-24		\$80,562.85	\$1,983,208.75
Oct-24	17		\$115,128.93		\$1,868,079.82
Oct-24	18		\$49,965.91		\$1,818,113.91

Staff recommends approval of these invoices in the amounts of \$115,128.93 and \$49,965.91 to Kimley Horn and Associates, Inc.

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104 Account Number: 2073089159554 ABA#: 121000248 Please send remittance information to: payments@kimley-horn.com		If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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OKEECHOBEE UTILITY AUTHORITY
 ATTN: JOHN HAYFORD
 OUA
 100 SW 5TH AVE
 OKEECHOBEE, FL 34974

Invoice Amount: \$115,128.93

Invoice No: 29403140
 Invoice Date: Aug 31, 2024
 Project No: 241093000.1
 Project Name: TREASURE ISLAND S2S
 Project Manager: JENSEN, THOMAS
 Client Reference: MSA180123
 PO# 0000011405

Federal Tax Id: 56-0885615
 For Services Rendered through Aug 31, 2024

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
Task 1 - Project Validation and Kickoff Meeting	8,284.00	100.00%	8,284.00	8,284.00	0.00
Task 2 - Data Collection	13,891.00	100.00%	13,891.00	13,891.00	0.00
Task 3 - Model Development and Hydraulic Investigation	21,804.00	75.00%	16,353.00	16,353.00	0.00
Task 4 - Preliminary Design Report (PDR)	92,037.00	100.00%	92,037.00	92,037.00	0.00
Task 5 - Pre-Design Services					
i. Geotechnical Services	31,384.00	0.00%	0.00	0.00	0.00
ii. Site Survey	603,965.00	98.00%	591,885.70	513,370.25	78,515.45
iii. Environmental Services	24,257.00	0.00%	0.00	0.00	0.00
iv. Structural Services	95,413.00	0.00%	0.00	0.00	0.00
v. Electrical, Instrumentation, Controls, and MEP Services	74,642.00	0.00%	0.00	0.00	0.00
Task 6 - Permitting and Easement/ROW Acquisition Support	159,775.00	0.00%	0.00	0.00	0.00
Task 7 - Meetings	48,503.00	23.00%	11,155.69	9,700.60	1,455.09
Task 8 - Project Management	38,060.00	27.00%	10,276.20	9,515.00	761.20
Task 9 - 30% Preliminary Design	526,345.00	75.00%	394,758.75	378,968.40	15,790.35
Task 10 - 60% Design	620,228.00	28.00%	173,663.84	155,057.00	18,606.84
Task 11 - 90% Design	504,874.00	0.00%	0.00	0.00	0.00
Task 12 - Final Design	261,335.00	0.00%	0.00	0.00	0.00
Task 13 - Bidding Services	55,588.00	0.00%	0.00	0.00	0.00
Subtotal	3,180,385.00	41.26%	1,312,305.18	1,197,176.25	115,128.93
Total LUMP SUM					115,128.93

Total Invoice: \$115,128.93

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104 Account Number: 2073089159554 ABA#: 121000248 Please send remittance information to: payments@kimley-horn.com		If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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OKEECHOBEE UTILITY AUTHORITY
 ATTN: JOHN HAYFORD
 OUA
 100 SW 5TH AVE
 OKEECHOBEE, FL 34974

Federal Tax Id: 56-0885615
 For Services Rendered through Sep 30, 2024

Invoice Amount: \$49,965.91

Invoice No: 29637131
 Invoice Date: Sep 30, 2024
 Project No: 241093000.1
 Project Name: TREASURE ISLAND S2S
 Project Manager: JENSEN, THOMAS
 Client Reference: MSA180123
 PO# 0000011405

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
Task 1 - Project Validation and Kickoff Meeting	8,284.00	100.00%	8,284.00	8,284.00	0.00
Task 2 - Data Collection	13,891.00	100.00%	13,891.00	13,891.00	0.00
Task 3 - Model Development and Hydraulic Investigation	21,804.00	85.00%	18,533.40	16,353.00	2,180.40
Task 4 - Preliminary Design Report (PDR)	92,037.00	100.00%	92,037.00	92,037.00	0.00
Task 5 - Pre-Design Services					
i. Geotechnical Services	31,384.00	0.00%	0.00	0.00	0.00
ii. Site Survey	603,965.00	100.00%	603,965.00	591,885.70	12,079.30
iii. Environmental Services	24,257.00	30.00%	7,277.10	0.00	7,277.10
iv. Structural Services	95,413.00	0.00%	0.00	0.00	0.00
V. Electrical, Instrumentation, Controls, and MEP Services	74,642.00	0.00%	0.00	0.00	0.00
Task 6 - Permitting and Easement/ROW Acquisition Support	159,775.00	0.00%	0.00	0.00	0.00
Task 7 - Meetings	48,503.00	25.00%	12,125.75	11,155.69	970.06
Task 8 - Project Management	38,060.00	30.00%	11,418.00	10,276.20	1,141.80
Task 9 - 30% Preliminary Design	526,345.00	80.00%	421,076.00	394,758.75	26,317.25
Task 10 - 60% Design	620,228.00	28.00%	173,663.84	173,663.84	0.00
Task 11 - 90% Design	504,874.00	0.00%	0.00	0.00	0.00
Task 12 - Final Design	261,335.00	0.00%	0.00	0.00	0.00
Task 13 - Bidding Services	55,588.00	0.00%	0.00	0.00	0.00
Subtotal	3,180,385.00	42.83%	1,362,271.09	1,312,305.18	49,965.91
Total LUMP SUM					49,965.91

Total Invoice: \$49,965.91

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 8

OCTOBER 29, 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 \$11,122.50 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	Feb-24		\$12,360.50	\$98,708.00
Mar-24	5	Mar-24		\$4,757.50	\$93,950.50
Apr-24	6	Apr-24		\$8,795.00	\$85,155.50
May-24	7	May-24		\$10,925.00	\$74,230.50
Jun-24	8	Jun-24		\$9,872.50	\$64,358.00
Aug-24	6	Aug-24		\$12,162.50	\$52,195.50
Sep-24	7	Sep-24		\$10,025.00	\$42,170.50
Oct-24	8		\$11,122.50		\$31,048.00

Staff recommends approval of this invoice in the amount of \$11,122.50 to Anderson Andre Consulting Engineers, Inc.



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

INVOICE

Invoice No: A24-4601
Invoice Date: September 30, 2024
AAACE Project No: 23-193

Bill To: Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, Florida 34974
Atten: Mr. John Hayford, P.E.

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

Invoice #11 - Services Provided from August 24, 2024 through September 30, 2024
P.O. No. 11548

Engineering Technician:

• 08/26/24 - 5 hours @ \$65.00/hr.	\$325.00
• 08/27/24 - 8 hours @ \$65.00/hr.	\$520.00
• 08/28/24 - 5.5 hours @ \$65.00/hr.	\$357.50
• 08/29/24 - 7 hours @ \$65.00/hr.	\$455.00
• 09/03/24 - 7 hours @ \$65.00/hr.	\$455.00
• 09/04/24 - 7 hours @ \$65.00/hr.	\$455.00
• 09/05/24 - 8 hours @ \$65.00/hr.	\$520.00
• 09/06/24 - 5.5 hours @ \$65.00/hr.	\$357.50
• 09/09/24 - 4 hours @ \$65.00/hr.	\$260.00
• 09/10/24 - 6.5 hours @ \$65.00/hr.	\$422.50
• 09/11/24 - 8 hours @ \$65.00/hr.	\$455.00
• 09/12/24 - 4 hours @ \$65.00/hr.	\$260.00
• 09/13/24 - 8 hours @ \$65.00/hr.	\$520.00
• 09/16/24 - 4 hours @ \$65.00/hr.	\$260.00
• 09/17/24 - 7 hours @ \$65.00/hr.	\$455.00
• 09/18/24 - 8 hours @ \$65.00/hr.	\$520.00
• 09/19/24 - 8 hours @ \$65.00/hr.	\$520.00
• 09/20/24 - 4 hours @ \$65.00/hr.	\$260.00
• 09/23/24 - 4 hours @ \$65.00/hr.	\$260.00
• 09/25/24 - 4 hours @ \$65.00/hr.	\$325.00
• 09/27/24 - 5 hours @ \$65.00/hr.	\$325.00
Subtotal:	\$8,287.50

Compressive Strength Testing of Concrete:

• 08/28/23 - 1 set of cylinders @ \$95.00/set	\$95.00
• 09/13/23 - 1 set of cylinders @ \$95.00/set	\$95.00
• 09/18/23 - 1 set of cylinders @ \$95.00/set	\$95.00
Subtotal:	\$285.00

Trip Charges:

• 21 trip charges @ \$75.00/trip	\$1,575.00
Subtotal:	\$1,575.00

Professional/Administrative Man-Hours:

• Sr. Project Engineer; 5 hours @ \$145.00/hour	\$725.00
• Technical Secretary; 5 hours @ \$50.00/hour	\$250.00
Subtotal:	\$975.00

TOTAL INVOICE AMOUNT \$11,122.50

Original P.O. Amount:	\$37,985.00
Change Order CO-1 Amount	\$104,675.00
Previously Invoiced:	<-\$100,489.50>
Amount This Invoice:	<-\$11,122.50>
Budget Remaining:	\$31,048.00

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. 9

OCTOBER 29, 2024

CONSENT AGENDA

**INVOICE FROM HINTERLAND GROUP, INC. – SWSA PROJECT 2 VACUUM
COLLECTION SYSTEM**

Please find attached invoice in the amounts of \$315,471.42 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			\$559,224.46	\$11,092,050.73
Aug-23	3	Aug-23			\$1,064,874.13	\$10,027,176.60
Sep-23	4	Sep-23			\$882,815.44	\$9,144,361.16
Oct-23	5	Oct-23			\$590,564.39	\$8,553,796.77
Nov-23	6	Nov-23			\$372,055.78	\$8,181,740.99
Dec-23	7	Dec-23			\$242,146.59	\$7,939,594.40
Jan-24	8	Jan-24			\$404,627.44	\$7,534,966.96
Feb-24	9	Feb-24			\$369,339.17	\$7,165,627.79
Mar-24	10	Mar-24			\$391,876.52	\$6,773,751.27
Apr-24	11	Apr-24			\$507,927.60	\$6,265,823.67
May-24	12	May-24			\$625,894.94	\$5,639,928.73
Jun-24	13	Jun-24			\$469,525.56	\$5,170,403.17
	Change Order		\$186,457.37			\$5,356,860.54
Jul-24	14	Jul-24			\$335,745.20	\$5,021,115.34
Aug-24	15	Aug-24			\$303,710.80	\$4,717,404.54
Sep-24	16	Sept 24			\$387,166.25	\$4,330,238.29
	17		\$315,471.42	\$427,673.45		\$3,587,093.42

Staff recommends approval of these invoice in the amounts of \$315,471.42 to Hinterland Group, Inc.



October 16, 2024

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

**RE: SWSA Project 2 – Vacuum Collection System
Hinterland Group, Inc. – Pay Application No. 17**

Mr. Hayford:

Please find attached Pay Application No. 17 for the above-referenced project, recommended for payment in the amount of \$315,471.42, which covers work confirmed to have been completed and materials stored for the period from September 1 – 30, 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 (lien releases, 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>17</u>	Application Date: <u>10/1/2024</u>
Application Period: From <u>9/1/2024</u>	to <u>9/30/2024</u>

1. Original Contract Price	\$ 11,954,105.00
2. Net change by Change Orders	\$ 186,457.37
3. Current Contract Price (Line 1 + Line 2)	\$ 12,140,562.37
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 8,553,468.95
5. Retainage	
a. <u>5%</u> X <u>\$ 7,723,844.16</u> Work Completed	\$ 386,192.21
b. <u>5%</u> X <u>\$ 829,624.79</u> Stored Materials	\$ 41,481.24
c. Total Retainage (Line 5.a + Line 5.b)	\$ 427,673.45
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 8,125,795.50
7. Less previous payments (Line 6 from prior application)	\$7,810,324.08
8. Amount due this application	\$ 315,471.42
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 3,587,093.42

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:** _____

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Okeechobee Utility Authority
 Engineer: Sumner Engineering & Consulting, Inc.
 Contractor: Hinterland Group, Inc.
 Project: Southwest Wastewater Service Area - Project 2
 Contract: 235-006.03

Owner's Project No.:
 Engineer's Project No.: 19-04.E
 Contractor's Project No.: 22-0234-00

Application No.: 17 Application Period: From 09/01/24 to 09/30/24 Application Date: 10/01/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
General								
1	Mobilization	\$ 775,000.00	466,614.54	20,989.58		487,604.12	63%	287,395.88
2	Indemnification	\$ 214,000.00	214,000.00	-		214,000.00	100%	-
3	As-Built Record Drawings	\$ 100,000.00	30,000.00			30,000.00	30%	70,000.00
4	Maintenance of Traffic	\$ 105,000.00	94,350.00	5,250.00		99,600.00	95%	5,400.00
5	Existing Utility Location / Identification	\$ 30,000.00	27,000.00	1,500.00		28,500.00	95%	1,500.00
6	NPDES General Construction Permit Compliance	\$ 35,000.00	31,500.00	1,750.00		33,250.00	95%	1,750.00
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	364,450.00			364,450.00	100%	550.00
10c	Roof	\$45,000.00				-	0%	45,000.00
10d	Overhead Bridge Hoist	\$65,000.00	58,500.00			58,500.00	90%	6,500.00
10e	Miscellaneous (Gutters, Hose Bibs, Lights, etc)	\$45,000.00			10,549.74	10,549.74	23%	34,450.26
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	97,500.00		6,867.30	104,367.30	70%	45,632.70
10i	Vacuum Skids (Vacuum Pumps, Tank, and	\$525,000.00			356,250.00	356,250.00	68%	168,750.00
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	7,500.00			7,500.00	50%	7,500.00
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	72,000.00			72,000.00	90%	8,000.00
11b	Building Shell	\$365,000.00	91,250.00	45,625.00		136,875.00	38%	228,125.00
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
11e	Miscellaneous (Gutters, Hose Bibs, Lights, etc)	\$45,000.00			10,549.74	10,549.74	23%	34,450.26

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Okeechobee Utility Authority
 Engineer: Sumner Engineering & Consulting, Inc.
 Contractor: Hinterland Group, Inc.
 Project: Southwest Wastewater Service Area - Project 2
 Contract: 235-006.03

Owner's Project No.: _____
 Engineer's Project No.: 19-04.E
 Contractor's Project No.: 22-0234-00

Application No.: 17 Application Period: From 09/01/24 to 09/30/24 Application Date: 10/01/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
11f	Generator	\$200,000.00				-	0%	200,000.00
11g	Electrical (Equipment only)	\$65,000.00				-	0%	65,000.00
11h	Electrical (Conduits, Wire, Labor, etc.)	\$150,000.00	16,500.00		6,867.30	23,367.30	16%	126,632.70
11i	Vacuum Skids (Vacuum Pumps, Tank, and	\$525,000.00			237,500.00	237,500.00	45%	287,500.00
11j	Interior Piping	\$65,000.00				-	0%	65,000.00
11k	Yard Piping and Valves	\$25,000.00				-	0%	25,000.00
11l	Interior / Exterior Finishes	\$30,000.00				-	0%	30,000.00
11m	HVAC	\$40,000.00				-	0%	40,000.00
11n	Louvers and Metalwork	\$7,500.00				-	0%	7,500.00
11o	Odor Control	\$15,000.00				-	0%	15,000.00
11p	Plumbing	\$8,500.00				-	0%	8,500.00
11q	Bathroom	\$7,500.00				-	0%	7,500.00
11r	Doors	\$25,000.00				-	0%	25,000.00
11s	Concrete Drive	\$65,000.00				-	0%	65,000.00
11t	Underdrain	\$20,000.00				-	0%	20,000.00
11u	General Sitework (Clearing, Grading, etc.)	\$81,500.00	73,350.00			73,350.00	90%	8,150.00
Restoration								
13	Pavement Markings	\$58,000.00				-	0%	58,000.00
						-		-
						-		-
						-		-
Original Contract Totals		\$ 5,177,000.00	\$ 1,828,534.54	\$ 75,114.58	\$ 643,452.08	\$ 2,547,101.20	49%	\$ 2,629,898.80
Change Orders								
C.O. 001	Change Request 001, 002, and 004	\$12,020.90	12,020.90			12,020.90	100%	-
C.O. 002	Relocating Air Vent	\$3,180.97	3,180.97			3,180.97	100%	-
C.O. 003	Filter Fabric at VPS Underdrains	\$5,945.50				-	0%	5,945.50
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-

Progress Estimate - Unit Price 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.: 17 **Application Period:** From 09/01/24 to 09/30/24 **Application Date:** 10/01/24

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)	
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
						Contract Information						Work Completed
Original Contract												
Sanitary System												
7a	Furnish and install SDR 21 PVC Vacuum main, Complete - 4 inch	28500.00	LF	\$ 55.00	1,567,500.00	26,375.00	1,450,625.00	9,780.12	1,460,405.12	93%	107,094.88	
7b	Furnish and install SDR 21 PVC Vacuum main, Complete - 6 inch	6100.00	LF	\$ 65.00	396,500.00	6,100.00	396,500.00	-	396,500.00	100%	-	
7c	Furnish and install SDR 21 PVC Vacuum main, Complete - 8 inch	2200.00	LF	\$ 80.00	176,000.00	2,131.00	170,480.00	-	170,480.00	97%	5,520.00	
7d	Furnish and install SDR 21 PVC Vacuum main, Complete - 10 inch	2900.00	LF	\$ 98.00	284,200.00	2,621.00	256,858.00	-	256,858.00	90%	27,342.00	
8a	Furnish and install Resilient Wedge Gate Division Valves, complete - 4-inch	45.00	EA	\$ 2,800.00	126,000.00	35.00	98,000.00	13,605.54	111,605.54	89%	14,394.46	
8b	Furnish and install Resilient Wedge Gate Division Valves, complete - 6-inch	12.00	EA	\$ 3,600.00	43,200.00	12.00	43,200.00	-	43,200.00	100%	-	
8c	Furnish and install Resilient Wedge Gate Division Valves, complete - 8-inch	2.00	EA	\$ 3,800.00	7,600.00	2.00	7,600.00	-	7,600.00	100%	-	
8d	Furnish and install Resilient Wedge Gate Division Valves, complete - 10-inch	3.00	EA	\$ 4,600.00	13,800.00	2.00	9,200.00	451.81	9,651.81	70%	4,148.19	
9a	Furnish and install vacuum collection pit assemblies, complete - Type "A" Adjacent to main	70	EA	\$ 12,500.00	875,000.00	70.00	875,000.00	-	875,000.00	100%	-	
9b	Furnish and install vacuum collection pit assemblies, complete - Type "A" Across from main	47	EA	\$ 14,200.00	667,400.00	23.00	326,600.00	-	326,600.00	49%	340,800.00	
9c	Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	62	EA	\$ 13,000.00	806,000.00	52.00	676,000.00	57,851.02	733,851.02	91%	72,148.98	
9d	Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	18	EA	\$ 14,700.00	264,600.00	13.00	191,100.00	10,299.04	201,399.04	76%	63,200.96	
Restoration												
12a	Bahia Sod	38,830	LF	\$ 8.50	330,055.00	38,830.00	330,055.00	-	330,055.00	100%	-	
12b	Concrete Driveways	4,000	SY	\$ 95.00	380,000.00	1,158.00	110,010.00	-	110,010.00	29%	269,990.00	
12c	Asphalt Driveways	1,500	SY	\$ 65.00	97,500.00	672.00	43,680.00	-	43,680.00	45%	53,820.00	
12d	Gravel Driveways	1,400	SY	\$ 35.00	49,000.00	1,030.00	36,050.00	-	36,050.00	74%	12,950.00	
12e	Asphalt Millings Driveway	120	SY	\$ 50.00	6,000.00	-	-	-	-	0%	6,000.00	
12f	Brick Paver Driveway	50	SY	\$ 135.00	6,750.00	50.00	6,750.00	-	6,750.00	100%	-	
12g	Type 3: Asphaltic Concrete Pavement Patch	8,000	SY	\$ 85.00	680,000.00	5,727.00	486,795.17	-	486,795.17	72%	193,204.83	
					Original Contract Totals	\$ 6,777,105.00		\$ 5,514,503.17	\$ 91,987.53	\$ 5,606,490.70	83%	\$ 1,170,614.30
Change Orders												
C.O. 002	7a - Furnish and install SDR 21 PVC Vacuum main, Complete - 4 inch	(817.00)	LF	55.00	(44,935.00)	-	-	-	-	0%	(44,935.00)	
C.O. 002	7b - Furnish and install SDR 21 PVC Vacuum main, Complete - 6 inch	1,773.00	LF	65.00	115,245.00	1,526.00	99,190.00	-	99,190.00	86%	16,055.00	
C.O. 002	8a - Furnish and install Resilient Wedge Gate Division Valves, complete - 4-inch	(3.00)	EA	2,800.00	(8,400.00)	-	-	-	-	0%	(8,400.00)	
C.O. 002	8b - Furnish and install Resilient Wedge Gate Division Valves, complete - 6-inch	4.00	EA	3,600.00	14,400.00	-	-	-	-	0%	14,400.00	
C.O. 002	9b - Furnish and install vacuum collection pit assemblies, complete - Type "A" Across from main	1.00	EA	14,200.00	14,200.00	-	-	4,250.00	4,250.00	30%	9,950.00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: Okeechobee Utility Authority
 Engineer: Sumner Engineering & Consulting, Inc.
 Contractor: Hinterland Group, Inc.
 Project: Southwest Wastewater Service Area - Project 2
 Contract: 235-006.03

Owner's Project No.: _____
 Engineer's Project No.: 19-04.E
 Contractor's Project No.: 22-0234-00

Application No.: 17 Application Period: From 09/01/24 to 09/30/24 Application Date: 10/01/24

A Bid Item No.	B Description	Contract Information				Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
		C.O. 002	9c - Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	6.00	EA	13,000.00	78,000.00				
C.O. 002	9d - Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	2.00	EA	14,700.00	29,400.00		-	9,100.00	9,100.00	31%	20,300.00
C.O. 003	8c - Furnish and install Resilient Wedge Gate Division Valves, complete - 8-inch	1.00	EA	\$ 3,800.00	3,800.00	1.00	3,800.00		3,800.00	100%	-
C.O. 003	8d - Furnish and install Resilient Wedge Gate Division Valves, complete - 10-inch	(1.00)	EA	\$ 4,600.00	(4,600.00)		-		-	0%	(4,600.00)
C.O. 003	9a - Furnish and install vacuum collection pit assemblies, complete - Type "A" Adjacent to main	21.00	EA	\$ 12,500.00	262,500.00	15.00	187,500.00	53,535.18	241,035.18	92%	21,464.82
C.O. 003	9b - Furnish and install vacuum collection pit assemblies, complete - Type "A" Across from main	(22.00)	EA	\$ 14,200.00	(312,400.00)		-		-	0%	(312,400.00)
C.O. 003	9c - Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	(2.00)	EA	\$ 13,000.00	(26,000.00)		-		-	0%	(26,000.00)
C.O. 003	9d - Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	3.00	EA	\$ 14,700.00	44,100.00		-		-	0%	44,100.00
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
Change Order Totals					\$ 165,310.00		\$ 290,490.00	\$ 94,185.18	\$ 384,675.18	233%	\$ (219,365.18)
Original Contract and Change Orders											
Project Totals					\$ 6,942,415.00		\$ 5,804,993.17	\$ 186,172.71	\$ 5,991,165.88	86%	\$ 951,249.12

Hinterland Group Inc
 OUA SWSA Project 2 Vacuum Collection System Updated Project Schedule
 10.11.24

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	3																											
							Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025	Qtr 2, 2025																			
							Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr		
27	🚧	Install Bridge Crossing Pipe and connect into 10" VSS	2 days	Mon 9/11/23	Tue 9/12/23	26																												
28	🚧	Install Vacuum Main Along SW 19th Ln	5 days	Wed 9/13/23	Tue 9/19/23	27																												
29	🚧	Install Vacuum Main Along SW 22nd Ter	2 days	Wed 9/20/23	Thu 9/21/23	28																												
30	🚧	Install Vacuum Main Along SW 18th Ln	2 days	Fri 9/22/23	Mon 9/25/23	29																												
31	🚧	Install Vacuum Main Along SW 19th Ter	4 days	Tue 9/26/23	Fri 9/29/23	30																												
32	🚧	Install Vacuum Main Along SW 16th Street from SW 23rd Terr to STA 65+00.	5 days	Mon 10/2/23	Fri 10/6/23	31																												
33	🚧	Install Vacuum Main Along SW 16th Street from Sta 65+00 to SW 18th Ter	8 days	Mon 11/27/23	Wed 12/6/23	32FS+35 days																												
34	🚧	Install Vacuum Main Along SW 18th Ter	7 days	Thu 12/7/23	Fri 12/15/23	33																												
35	🚧	Install Vacuum Main Along SW 24th Ave from SW 16th St to SW 19th Ln	15 days	Mon 1/15/24	Fri 2/2/24	34FS+20 days																												
36	🚧	Install VSS main along SW 24th Ave from SW 19th Ln to Sta 395+40	3 days	Mon 2/26/24	Wed 2/28/24	173																												
37	🚧	Install Vacuum Main Along SW 18th Ct	5 days	Mon 4/15/24	Fri 4/19/24	177FS+22 days																												
38	🚧	Work Change Directive 002 part of VPS 5 Infrastructure	10 days	Wed 10/4/23	Tue 10/17/23	62																												
39	🚧	Vacuum Pit Assemblies	290 days	Wed 9/20/23	Tue 10/29/24	28																												
40	🚧	Vacuum Pit Assemblies SW 17th St	18 days	Mon 10/9/23	Wed 11/1/23	32																												
41	🚧	Vacuum Pit Assemblies SW 19th Terr	14 days	Thu 11/2/23	Tue 11/21/23	31,40																												
42	🚧	Vacuum Pit Assemblies SW 18th Terr	15 days	Mon 12/18/23	Fri 1/5/24	34																												
43	🚧	Vacuum Pit Assemblies SW 18th St	10 days	Mon 1/8/24	Fri 1/19/24	40,42																												
44	🚧	Vacuum Pit Assemblies SW 19th St	5 days	Mon 1/22/24	Fri 1/26/24	43																												
45	🚧	Vacuum Pit Assemblies SW 20th St	5 days	Mon 1/29/24	Fri 2/2/24	44																												
46	🚧	Vacuum Pit Assemblies SW 21st St East of SW 34th Terr	5 days	Fri 5/24/24	Thu 5/30/24	45,177,179																												
47	🚧	Vacuum Pit Assemblies SW 22nd St East of SW 34th Terr	5 days	Fri 5/31/24	Thu 6/6/24	46																												
48	🚧	Vacuum Pit Assemblies SW 23rd St East of SW 34th Terr	5 days	Fri 6/7/24	Thu 6/13/24	47																												
49	🚧	Vacuum Pit Assemblies SW 21st St West of SW 34th Terr	5 days	Fri 6/14/24	Thu 6/20/24	48																												
50	🚧	Vacuum Pit Assemblies SW 22nd St and 23rd St, West of 34th Terr	5 days	Fri 6/21/24	Thu 6/27/24	49																												
51	🚧	Vacuum Pit Assemblies SW 37th Ave	6 days	Fri 6/28/24	Fri 7/5/24	50																												
52	🚧	Vacuum Pit Assemblies SW 21st St from West boundary to 34th terr	5 days	Mon 7/8/24	Fri 7/12/24	51																												
53	🚧	Vacuum Pit Assemblies SW 20th St from 37th Ave to 34th terr	5 days	Mon 7/15/24	Fri 7/19/24	52																												
54	🚧	Vacuum Pit Assemblies SW 19th St from 37th Ave to 34th terr	5 days	Mon 7/22/24	Fri 7/26/24	53																												



October 16, 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 (September 1 – 30, 2024)**

Mr. Hayford:

This letter is intended to summarize activities completed from September 1 – 30, 2024, on SWSA Project 2, including the vacuum collection system and vacuum stations.

COLLECTION SYSTEM

HINTERLAND GROUP (general contractor) continued installation of vacuum pit assemblies (VPAs) and service laterals, and various site restoration activities. Work performed in this period includes:

- Installed 11 VPAs on SW 16th Street.
- Installed 12 VPAs on SW 28th Avenue.
- Asphalt restoration and service lateral patching on SW 37th Ave, SW 18th Street, SW 19th Street, and SW 22nd Street.
- Replaced concrete driveways at 2 residential locations along SW 18th Street, 4 residential locations along 22nd Street, 2 residential locations along 23rd Street and 4 residential locations along SW 37th Avenue.
- Replaced asphalt driveways at 6 residential locations along SW 16th Street, 1 residential location along SW 18th Street, 5 residential locations along SW 19th Street, 4 residential locations along SW 24th Avenue and 2 residential locations along SW 37th Avenue.
- Continue grading and installing sod along roadways behind pipe crews.

VACUUM STATION 4:

- Electrical conduit work continued on station interior.

VACUUM STATION 5:

- Well point pumping continued.
- Finished teal rebar installation for basement walls.
- Finished electrical conduit installation within basement wall forms.
- Installed basement wall forms and poured basement walls.

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 COLLECTION SYSTEM and VPS # 4 and #5



Install Type A VPA on SW 18th Street at sta 029+35



Installing Type A VPA on SW 28th Ave at sta 029+42.



Installing basement wall forms at VPS #5.



Paving asphalt laterals on SW 18th Street.



Vest pours concrete residential driveway on SW 27th Avenue.



Installing Type B YPA on SW 28th Ave at sta 624+73.



Replacing residential concrete driveways on SW 27th Ave.



Pumping concrete for basement walls at VPS #5.



Installing curb along SW 15th Street between 32nd Avenue and 28th Avenue.



Installing Type B, VPA on SW 28th Ave at sta 519+87.



Installing wet point for VPA's along SW 22nd Terrace.



Install Type B, VPA on SW 10th Street at sta 44+16.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 10

OCTOBER 29, 2024

CONSENT AGENDA

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

Please find attached invoice in the amounts of \$16,919.50 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		\$175,634.19	\$2,692,076.09
Aug-23	10	Aug-23		\$52,983.35	\$2,639,092.74
Oct-23	11	Oct-23		\$244,523.16	\$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	Feb-24		\$121,858.97	\$1,322,434.06
Mar-24	16	Mar-24		\$218,221.64	\$1,104,212.42
Apr-24	17	Apr-24		\$186,061.33	\$918,151.09
May-24	18	May-24		\$175,634.24	\$742,516.85
Jun-24	19	Jun-24		\$49,102.76	\$693,414.09
Aug-24	20	Aug-24		\$78,783.65	\$614,630.44
Sep-24	21	Sep-24		\$37,743.50	\$576,886.94
Oct-24	22		\$16,919.50		\$559,967.44

Staff recommends approval of these invoice in the amounts of \$16,919.50 to Hinterland Group, Inc.



October 17th, 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. 22
Pine Ridge Park Utility System Improvements

Enclosed is revised Payment Application and Certificate No. 22 for the above referenced project from Hinterland Group, Inc. **We recommend funding the requested hard cost amount of \$16,919.50 as payment for work completed from September 10th, 2024, through September 30th, 2024.** The work for which payment is being requested includes:

1. Partial Payment of Line Item CO #2-2 addition of all septic tank abandonments. A total of 13 septic tank abandonments were completed during this period.

As of the date of this letter, the Hinterland Group has exceeded the approved contract substantial completion date of February 16th, 2024. Specification Section 017000- Contract Closeout paragraph 1.7 requires the final adjustment of accounts which include a statement reflecting adjustments made for liquidated damages. CHA Consulting, Inc. is coordinating with Hinterland Group to provide corrective actions due to exceeding the approved contract time to meet Substantial Completion.

Specification Section 00500 - Agreement, Article 4, Liquidated Damages, which specifies Liquidated Damages in the amount of \$500 per calendar day plus engineering expenses and fees shall be assessed for each day beyond the date the time specified in paragraph 3.1 of the Agreement for Substantial Completion. As well, Liquidated Damages in the amount of \$500 per calendar day plus engineering expenses and fees shall be assessed for each day beyond the date of Final Completion.

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.

Mr. John Hayford

2

October 17, 2024

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephanie Bortz". The signature is stylized with a large, sweeping initial 'S' and a horizontal line extending to the right.

Stephanie Bortz, E.I.

Encl.

Y:\Documents\Okeechobee\235-006.03 Pine Ridge Park Utility Improvements - SDC\Pay Requests\Pay App #22\Pay App #22.docx

**PAYMENT APPLICATION AND CERTIFICATE
SIGNATURE PAGE**

APPLICATION NUMBER 22

DATE	<u>October 17th, 2024</u>	PROJECT NUMBER	<u>235-006.03</u>
PERIOD FROM	<u>September 10th, 2024</u>	TO	<u>September 30th, 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 <u>10/17/24</u>
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. Joshua Ramirez

Title: Project Manager

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

_____ Signature	Date _____
--------------------	------------

PAYMENT APPLICATION AND CERTIFICATE

Date: 10/16/2024

Project No: 235-006.03

Application No: 22

Period From September 10, 2024

To September 30, 2024

Project: Pine Ridge Park Utility Improvements

To Owner: Okeechobee Utility Authority

From Contractor: Hinterland Group, Inc.

Thru Engineer: CHA Companies

1.	Original Contract Sum.....	\$ <u>5,143,000.00</u>
2.	Approved Contract Modifications.....	\$ <u>(43,456.66</u>
3.	Contract Modifications Approved This Period (List Contract Modification Numbers _____ And attach copies of Contract Modifications).....	\$ <u>0.00</u>
4.	Revised Contract Amount (Sum of Lines 1 & 2).	\$ <u>5,099,543.34</u>
5.	Total Value of Work completed to Date.....	\$ <u>4,778,500.95</u>
6.	Less Amount Retained (<u>5</u> %).	\$ <u>238,925.05</u>
7.	Subtotal (Line 5 - Line 6).....	\$ <u>4,539,575.90</u>
8.	Less Previous Certificates for Payment..... (Line 7 from previous application)	\$ <u>4,522,656.40</u>
9.	Current Payment Due (Line 7 - Line 8).	\$ <u>16,919.50</u>
10.	Balance to Finish Plus Retainage (Line 4 - Line 7).	\$ <u>559,967.44</u>
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

10/16/2024

Date

Payment of the amount in
Line 9 is recommended.

Project Representative

Date

ECKLER ENGINEERING, INC.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: **OKEECHOBEE UTILITY AUTHORITY**

PROJECT: **PINE RIDGE PARK UTILITY IMPROVEMENTS**

APPLICATION NO: **22**

APPLICATION DATE: **October 1, 2024**

PERIOD FROM: **September 10, 2024**

PERIOD TO: **September 30, 2024**

REVISION: **October 16, 2024**

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 \$ 5,143,000.00
- 2. Net change by Change Orders \$ (43,456.66)
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 5,099,543.34
- 4. TOTAL COMPLETED & STORED TO DATE: \$ 4,778,500.95
- 5. RETAINAGE:
 - a. 5 % of Completed Work \$ 236,675.05
(Column D + E on G703)
 - b. 5 % of Stored Material \$ 2,250.00
(Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 238,925.05
- 6. TOTAL EARNED LESS RETAINAGE \$ \$4,539,575.90
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 4,522,656.40
- 8. CURRENT PAYMENT DUE \$ 16,919.50
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 559,967.44
(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:

Josh Ramirez, Project Manager

Date:

10/16/2024

State of:

Florida

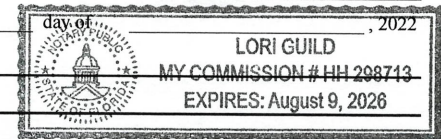
County of: Palm Beach

Subscribed and sworn to before me this

Notary Public:

Lori Guild

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

\$ 16,919.50

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:

[Redacted Signature]

Date:

10/17/24

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.

CONTRACT: 235-006.03

PROJECT TITLE: PINE RIDGE PARK UTILITY IMPROVEMENTS

APPLICATION NO: 22

APPLICATION DATE: 8/5/2024

PERIOD TO: 8/5/2024

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		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%	
							FROM PREVIOUS APPL		THIS PERIOD							
							QTY	AMOUNT (G + H)	QTY	AMOUNT						
GENERAL																
1		Mobilization	1	LS	\$ 316,000.00	\$316,000.00	1,000	\$316,000.00		\$0.00	1	\$0.00	\$316,000.00	100%	\$0.00	\$15,800.00
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	1,000	\$34,200.00		\$0.00	1	\$0.00	\$34,200.00	100%	\$0.00	\$1,710.00
4		Maintenance of Traffic	1	LS	\$ 34,200.00	\$34,200.00	1,000	\$34,200.00		\$0.00	1	\$0.00	\$34,200.00	100%	\$0.00	\$1,710.00
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	1,000	\$10,260.00		\$0.00	1	\$0.00	\$10,260.00	100%	\$0.00	\$513.00
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	1	\$340,000.00		\$0.00	1	\$0.00	\$340,000.00	100%	\$0.00	\$17,000.00
10d		Finish Roofing	1	LS	\$ 35,000.00	\$35,000.00	1	\$35,000.00		\$0.00	1	\$0.00	\$35,000.00	100%	\$0.00	\$1,750.00
10e		Gutters	1	LS	\$ 12,000.00	\$12,000.00	1	\$12,000.00		\$0.00	1	\$0.00	\$12,000.00	100%	\$0.00	\$600.00
10f		Overhead Crane	1	LS	\$ 40,000.00	\$40,000.00	0.95	\$38,000.00		\$0.00	0.95	\$0.00	\$38,000.00	95%	\$2,000.00	\$1,900.00
		Generator (Furnish Only)	1	LS	\$ 125,000.00	\$125,000.00	0	\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$125,000.00	\$0.00
10g		Electrical	1	LS	\$ 235,000.00	\$235,000.00	1	\$235,000.00		\$0.00	1	\$0.00	\$235,000.00	100%	\$0.00	\$11,750.00
10h		Flovc System (Furnish Only)	1	LS	\$ 481,000.00	\$481,000.00	1	\$481,000.00		\$0.00	1	\$0.00	\$481,000.00	100%	\$0.00	\$24,050.00
10i		Piping Material (Furnish Only)	1	LS	\$ 45,000.00	\$45,000.00	1	\$45,000.00		\$0.00	1	\$0.00	\$45,000.00	100%	\$0.00	\$2,250.00
10j		Stucco and Paint Finish	1	LS	\$ 55,000.00	\$55,000.00	1	\$55,000.00		\$0.00	1	\$0.00	\$55,000.00	100%	\$0.00	\$2,750.00
10k		HVAC	1	LS	\$ 35,000.00	\$35,000.00	1	\$35,000.00		\$0.00	1	\$0.00	\$35,000.00	100%	\$0.00	\$1,750.00
10l		Louvers and Metalwork	1	LS	\$ 45,000.00	\$45,000.00	1	\$45,000.00		\$0.00	1	\$0.00	\$45,000.00	100%	\$0.00	\$2,250.00
10m		Order Control	1	LS	\$ 15,000.00	\$15,000.00	1	\$15,000.00		\$0.00	1	\$0.00	\$15,000.00	100%	\$0.00	\$750.00
10n		General Plumbing	1	LS	\$ 12,000.00	\$12,000.00	1	\$12,000.00		\$0.00	1	\$0.00	\$12,000.00	100%	\$0.00	\$600.00
10o		Bathroom	1	LS	\$ 15,000.00	\$15,000.00	1	\$15,000.00		\$0.00	1	\$0.00	\$15,000.00	100%	\$0.00	\$750.00
10p		Doors	1	LS	\$ 25,000.00	\$25,000.00	1	\$25,000.00		\$0.00	1	\$0.00	\$25,000.00	100%	\$0.00	\$1,250.00
10q		Labor and Supervision for installation and General Site Work	1	LS	\$ 125,000.00	\$125,000.00	0.9875	\$123,437.50	0	\$0.00	0.9875	\$0.00	\$123,437.50	99%	\$1,562.50	\$6,171.88
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: ~~22~~
APPLICATION DATE: ~~8/2/2024~~
PERIOD TO: ~~8/5/2024~~
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		I QTY TO DATE	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%		
							FROM PREVIOUS APPL								THIS PERIOD	
							QTY	AMOUNT (G + H)							QTY	AMOUNT
22		Disconnect wells, complete	104	EA	\$ 185.00	\$19,240.00		\$0.00	0	\$0.00	\$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	1.4	\$0.00	\$25,480.00	93%	\$1,820.00	\$1,274.00		
24		Grout and Abandon Water Main Pipe, complete	310	LF	\$ 15.50	\$4,805.00	310	\$4,805.00	310	\$0.00	\$4,805.00	100%	\$0.00	\$240.25		
RESTORATION																
25		Furnish and place sod, complete	11,000	LF	\$ 2.85	\$31,350.00	11000	\$31,350.00	11000	\$0.00	\$31,350.00	100%	\$0.00	\$1,567.50		
26		Asphaltic Driveways, complete	330	SY	\$ 57.00	\$18,810.00	147	\$8,379.00	147	\$0.00	\$8,379.00	45%	\$10,431.00	\$418.95		
27		Concrete Driveways, complete	1,840	SY	\$ 74.10	\$136,344.00	1643.78	\$121,804.10	1643.78	\$0.00	\$121,804.10	89%	\$14,539.90	\$6,090.20		
28		Gravel Driveways, complete	1,200	SY	\$ 22.80	\$27,360.00	814	\$18,559.20	814	\$0.00	\$18,559.20	68%	\$8,800.80	\$927.96		
29		Asphalt Road Patch, complete	1,850	SY	\$ 25.30	\$46,805.00	1850	\$46,805.00	1850	\$0.00	\$46,805.00	100%	\$0.00	\$2,340.25		
30		Headwall Replacement, complete	7	EA	\$ 855.00	\$5,985.00	2	\$1,710.00	2	\$0.00	\$1,710.00	29%	\$4,275.00	\$85.50		
31		Pavement Markings/Restoration Allowance	1	LS	\$ 10,000.00	\$10,000.00		\$0.00	0	\$0.00	\$0.00	0%	\$10,000.00	\$0.00		
32		Miscellaneous Work Allowance	1	LS	\$ 400,000.00	\$400,000.00	32.46%	\$129,844.50		\$0.00	\$129,844.50	32%	\$270,155.50	\$6,492.23		
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	\$0.00	\$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	\$0.00	\$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	\$0.00	\$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	\$0.00	\$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	\$0.00	\$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	1	\$0.00	\$7,120.05	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	29	\$39,730.00	13	\$17,810.00	42	\$45,000.00	67%	\$49,530.00	\$5,127.00	
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	145	\$536,790.00	145	\$0.00	\$536,790.00	131%	-\$125,868.00	\$26,839.50		
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	97	\$170,002.20	97	\$0.00	\$170,002.20	74%	\$59,588.40	\$8,500.11		
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	\$0.00	\$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	\$0.00	\$0.00	0%	-\$150,274.26	\$0.00		
TOTAL						\$5,099,543.34	\$4,715,690.95	\$17,810.00		\$45,000.00	\$4,778,500.95		\$321,042.39	\$238,925.05		
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	\$0.00	\$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	\$0.00	\$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	\$0.00	\$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	\$0.00	\$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	\$0.00	\$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	\$0.00	\$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: 22

APPLICATION DATE: 10/1/2024

PERIOD TO: 9/30/2024

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	\$ -	\$ -	\$ -
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	5995552	Project Material Deposit	\$ -	\$ -	\$ -
10n	8046417	304 S.S. Pipe for Odor Control	\$ -	\$ -	\$ -
10f	INV104887	Overhead Crane	\$ -	\$ -	\$ -
10i	6428934	Pipe Material inside Pump Station	\$ -	\$ -	\$ -
10p	12340338	Aluminum Doors	\$ -	\$ -	\$ -
10o	#81473	Bathroom miscellaneous	\$ -	\$ -	\$ -
CO#2 -2	1.11117E+12	Deposit for Septic Tank Abandonments	\$ 45,000.00	\$ -	\$ -
					\$ -
		Totals	\$ 45,000.00	\$ -	\$ -

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 11

OCTOBER 29, 2024

CONSENT AGENDA

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

Please find attached invoice in the amount of \$1,175.00 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	Feb-24		\$2,873.00	\$356,856.00
Mar-24	2	Mar-24		\$18,838.50	\$338,017.50
Apr-24	3	Apr-24		\$10,219.50	\$327,798.00
May-24	4	May-24		\$50,801.00	\$276,997.00
Jul-24	5	Jul-24		\$28,200.60	\$248,796.40
Jul-24	6	Jul-24		\$22,941.10	\$225,855.30
Aug-24	7	Aug-24		\$12,793.50	\$213,061.80
Sep-24	8	Sep-24		\$12,011.80	\$201,050.00
Oct-24	9		\$1,175.00		\$199,875.00

Staff recommends approval of this invoice in the amount of \$1,175.00 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: October 10, 2024
INVOICE #: 11726-9
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:	\$	158,679.00
This Invoice Amount:	\$	1,175.00
Remaining Balance:	\$	199,875.00

THIS INVOICE AMOUNT: \$ 1,175.00

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.

INVOICE DATE: October 10, 2024
INVOICE #: 11726-9
Billing Through: 9/30/2024

Task 5 - Permitting

Peter Van Sickle Associate Engineer \$160

Date	Comment(s)	Hours
09/23/2024	Prepped for meeting following day	1
09/24/2024	Met with DEP on site.	4
Total Hours		5
		\$ 800.00

Christine Miranda Associate Engineer \$250

Date	Comment(s)	Hours
09/16/2024	FDOT Permitting	1.5
Total Hours		1.5
		\$ 375.00

Kristin Fecko Associate Engineer \$160

Date	Comment(s)	Hours
Total Hours		0
		\$ -

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 12

OCTOBER 29, 2024

CONSENT AGENDA

**INVOICE FROM HOLTZ CONSULTING ENGINEERS, INC. – KINGS BAY WATER MAIN
EXTENSION**

Please find attached invoice in the amount of \$3,687.00 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
					\$34,590.00
Jan-23	1	Jan-23		\$7,480.00	\$27,110.00
Feb-23	2	Feb-23		\$5,984.00	\$21,126.00
Aug-24	3	Aug-24		\$6,001.00	\$15,125.00
Sep-24	4	Sep-24		\$2,835.00	\$12,290.00
Oct-24	5		\$3,687.00		\$8,603.00

Staff recommends approval of this invoice in the amount of \$3,687.00 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: October 10, 2024
INVOICE #: 11239-5
CLIENT: OUA
PROJECT: Kings Bay US 441 WM
Extension

Purchase Order: 0000011239

Bill To:

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

Lump Sum Contract Amount:	\$	34,590.00
Prior Invoices to Date:	\$	22,300.00
This Invoice Amount:	\$	<u>3,687.00</u>
Remaining Balance:	\$	8,603.00

THIS INVOICE AMOUNT: \$ 3,687.00

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.

Holtz Consulting Engineers, Inc.



Summary of Invoice by Task Amount

Billing Period Thru: September 30, 2024
Invoice #: **11239-5**
PROJECT: King's Bay US 441 WM Extension

TASK	DESCRIPTION	FULL AMOUNT	PERCENT COMPLETE	TOTAL AMOUNT BILLED TO DATE	PREVIOUSLY BILLED	THIS INVOICE AMOUNT	BALANCE REMAINING
1	Design Services	\$ 14,960.00	100%	\$ 14,960.00	\$ 14,960.00	\$ -	\$ -
2	Permitting Services	\$ 3,560.00	100%	\$ 3,560.00	\$ 3,560.00	\$ -	\$ -
3	Bidding Services	\$ 3,780.00	100%	\$ 3,780.00	\$ 3,780.00	\$ -	\$ -
4	Engineering Services During Construction	\$ 12,290.00	30%	\$ 3,687.00	\$ -	\$ 3,687.00	\$ 8,603.00
		\$ 34,590.00		\$ 25,987.00	\$ 22,300.00	\$ 3,687.00	\$ 8,603.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 13

OCTOBER 29, 2024

CONSENT AGENDA

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

Please find attached the invoices in the amounts of \$9,050.9, \$4,589.96 and \$2,826.50 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 \$9,050.95, \$4,4589.96, and \$2,826.50 to CHA.



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

July 31, 2024
 Project No: 001034.000
 Invoice No: 1034-18
 PO#: 10380

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 June 8, 2024 to July 26, 2024

Professional Personnel

			Hours	Rate	Amount
Engineer 1					
Kaminski, Hunter	7/3/2024		.50	87.00	43.50
Pump Calcs					
Kaminski, Hunter	7/5/2024		3.00	87.00	261.00
Pump Calculations					
Kaminski, Hunter	7/9/2024		2.00	87.00	174.00
Assembling and updating punchlist					
Kaminski, Hunter	7/15/2024		3.00	87.00	261.00
Substantial completion documents prep					
Kaminski, Hunter	7/16/2024		2.00	87.00	174.00
Compiling a revised SC packet and providing information to engineer in the field					
Kaminski, Hunter	7/17/2024		2.00	87.00	174.00
RFI responses					
Kaminski, Hunter	7/18/2024		1.00	87.00	87.00
Preparing RFIs					
Kaminski, Hunter	7/19/2024		2.00	87.00	174.00
Updating information log					
Kaminski, Hunter	7/22/2024		1.00	87.00	87.00
Updating the packet to submit to client					
Mock, Ashlyn	6/10/2024		2.50	87.00	217.50
235-006.03 O&M Manual Review					
Mock, Ashlyn	6/11/2024		.50	87.00	43.50
235-006.03 O&M Manual Review					

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

Mock, Ashlyn	7/12/2024	1.00	87.00	87.00
235-006.03 SC Punch List Review				
Mock, Ashlyn	7/15/2024	1.00	87.00	87.00
235-006.03 Punchlist Review				
Tahaoglu, Ahmet	7/2/2024	1.50	87.00	130.50
Shop drawing submittal review (05500-002R2 Gratings).				
Engineer 4				
Bortz, Stephanie	6/10/2024	.50	123.00	61.50
235-006.03 Invoice Coordination and O&M review				
Bortz, Stephanie	6/11/2024	.50	123.00	61.50
235-006.03 Project Coordination				
Bortz, Stephanie	6/12/2024	1.00	123.00	123.00
235-006.03 Project Coordination, Pay Application #19 Submittal				
Bortz, Stephanie	6/14/2024	1.50	123.00	184.50
235-006.03 Pine Ridge Park FDEP Clearance Submittal				
Bortz, Stephanie	6/18/2024	1.00	123.00	123.00
235-006.03 Permit Submittal to FDEP & Pending Item Coordination with Contractor				
Bortz, Stephanie	6/21/2024	1.50	123.00	184.50
235-006.03 Project Coordination and RFI Reviews				
Bortz, Stephanie	6/28/2024	.50	123.00	61.50
235-006.03 Meeting Coordination and Notice of Final Clearance				
Bortz, Stephanie	7/1/2024	4.50	123.00	553.50
235-006.03 In Person Meeting to Discuss HGI Customer Connection, Site Visit Coordination for Punch List Items & Pay Request Review.				
Bortz, Stephanie	7/2/2024	1.00	123.00	123.00
235-006.03 Project Coordination				
Bortz, Stephanie	7/3/2024	1.00	123.00	123.00
235-006.03 Project Coordination				
Bortz, Stephanie	7/5/2024	3.50	123.00	430.50
235-006.03 Project Coordination				
Bortz, Stephanie	7/8/2024	8.00	123.00	984.00
235-006.03 Pine Ridge Park SC Walkthrough				
Bortz, Stephanie	7/11/2024	4.00	123.00	492.00
235-006.03 RFP FM Bypass Evaluation & SC Punch List & Project Coordination				
Bortz, Stephanie	7/12/2024	1.00	123.00	123.00
235-006.03 SC Punch List & RFP Review				
Bortz, Stephanie	7/15/2024	1.00	123.00	123.00
235-006.03 Coordination for SC Closeout and RFP for FM Bypass				
Bortz, Stephanie	7/17/2024	.50	123.00	61.50
235-006.03 Project Coordination				
Bortz, Stephanie	7/18/2024	2.50	123.00	307.50
235-006.03 Project Coordination & RFI Response				
Bortz, Stephanie	7/19/2024	.50	123.00	61.50
235-006.03 Project 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

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

Bortz, Stephanie	7/22/2024	3.00	123.00	369.00	
235-006.03 SC Coordination and Project Coordination & Review of Roof Warranty Correspondence.					
Bortz, Stephanie	7/23/2024	1.00	123.00	123.00	
235-006.03 Project Coordination					
Bortz, Stephanie	7/25/2024	.50	123.00	61.50	
235-006.03 Project Coordination					
Engineer 8					
Hammann, Douglas	6/13/2024	2.00	201.00	402.00	
Sign and seal record drawings					
Hammann, Douglas	6/17/2024	1.00	201.00	201.00	
Sign and seal permit closeout drawings					
Resident Inspector 1					
Waller, Kenneth	7/1/2024	8.00	93.00	744.00	
On-site inspection and site verification of CHA curated Pine Ridge Park preliminary roadway punchlist. Upload of NE 8th Street, Okeechobee, FL roadway Pine Ridge Park Punch list.					
Waller, Kenneth	7/9/2024	1.00	93.00	93.00	
Upload and organization of relevant files to Project Shared file					
Waller, Kenneth	7/10/2024	2.00	93.00	186.00	
Composition of Pine Ridge Park OUA Site visit report.					
Technician 4					
Crick, Jeff	6/13/2024	.50	123.00	61.50	
Etransmit cad files and PDF for C-33 per Stephanie.					
Paez, Ricardo	6/17/2024	2.50	123.00	307.50	
Permit record drawings, revisions to mechanical site plan and plan and profiles. Print update PDF for submittal					
Paez, Ricardo	7/15/2024	.50	123.00	61.50	
Print update record drawings permit					
Totals		79.00		8,793.00	
Total Labor					8,793.00
Reimbursable Expenses					
Direct Miscellaneous - Mileage				257.95	
Total Reimbursables				257.95	257.95
Billing Limits					
		Current	Prior	To-Date	
Total Billings		9,050.95	209,068.06	218,119.01	
Limit				272,100.00	
Remaining				53,980.99	
				Total this Invoice	\$9,050.95

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



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

September 6, 2024
 Project No: 001034.000
 Invoice No: 1034-19
 PO#: 10380

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 July 27, 2024 to August 23, 2024

Professional Personnel

		Hours	Rate	Amount
Engineer 1				
Kaminski, Hunter	8/16/2024	1.00	87.00	87.00
Pay request to OUA				
Kaminski, Hunter	8/19/2024	2.00	87.00	174.00
Working on allowance authorization #6 and CO #4				
Simon Romo, Laura	8/5/2024	7.00	87.00	609.00
worked on examining the punch list items				
Simon Romo, Laura	8/6/2024	4.00	87.00	348.00
worked on examining the punch list items				
Simon Romo, Laura	8/7/2024	6.00	87.00	522.00
worked on examining the punch list items				
Simon Romo, Laura	8/8/2024	3.00	87.00	261.00
worked on examining the punch list items				
Simon Romo, Laura	8/9/2024	1.00	87.00	87.00
Reviewing punchlist items to determine how to proceed				
Engineer 4				
Bortz, Stephanie	7/31/2024	.50	123.00	61.50
235-006.03 Project Coordination				
Bortz, Stephanie	8/1/2024	1.00	123.00	123.00
235-006.03 Project Coordination and Review of Claim				
Bortz, Stephanie	8/5/2024	2.00	123.00	246.00
235-006.03 Project Closeout Coordination and Review with staff.				
Bortz, Stephanie	8/6/2024	.50	123.00	61.50
235-006.03 Project Coordination for Closeout				

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

Bortz, Stephanie	8/7/2024	2.00	123.00	246.00	
235-006.03 SC Punch List contractor dispute review.					
Bortz, Stephanie	8/8/2024	3.00	123.00	369.00	
235-006.03 Project Coordination					
Bortz, Stephanie	8/12/2024	.50	123.00	61.50	
235-006.03 Project Coordination					
Bortz, Stephanie	8/13/2024	.50	123.00	61.50	
235-006.03 Punch List Review					
Bortz, Stephanie	8/14/2024	1.00	123.00	123.00	
235-006.03 LD Discussions with OUA & Bridge Crane Issue discussion and coordination with Structural. (0.5)					
Bortz, Stephanie	8/15/2024	1.00	123.00	123.00	
235-006.03 Generator Malfunction Coordination					
Bortz, Stephanie	8/19/2024	1.50	123.00	184.50	
235-006.03 Pay Application Review and Submittal, Coordination for Project					
Bortz, Stephanie	8/23/2024	1.00	123.00	123.00	
235-006.03 Punch List Review of Disputed Items & Coordination					
Engineer 8					
Hammann, Douglas	8/8/2024	.50	201.00	100.50	
Review Pine Ridge closeout questions amd other items with S.Bortz.					
Technician 4					
Paez, Ricardo	8/23/2024	4.00	123.00	492.00	
Electrical and instrumenttion record drawing revision					
Totals		43.00		4,464.00	
Total Labor					4,464.00

Reimbursable Expenses

Direct Miscellaneous - Mileage				125.96	
Total Reimbursables				125.96	125.96

Billing Limits

	Current	Prior	To-Date
Total Billings	4,589.96	218,119.01	222,708.97
Limit			272,100.00
Remaining			49,391.03

Total this Invoice \$4,589.96

Outstanding Invoices

Number	Date	Balance
1034-18	7/31/2024	9,050.95
Total		9,050.95

Total Now Due \$13,640.91

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



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

October 16, 2024
 Project No: 001034.000
 Invoice No: 1034-20

PO#: 10380

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 August 24, 2024 to September 30, 2024

Professional Personnel

		Hours	Rate	Amount
Engineer 1				
Kaminski, Hunter	8/26/2024	1.00	87.00	87.00
Preparing closeout documents				
Kaminski, Hunter	8/27/2024	1.00	87.00	87.00
Preparing closeout documents				
Kaminski, Hunter	9/10/2024	3.00	87.00	261.00
Creating new pay app and monthly report.				
Kaminski, Hunter	9/11/2024	1.00	87.00	87.00
Finalizing monthly report.				
Kaminski, Hunter	9/12/2024	1.00	87.00	87.00
Preparing Stephannies site visit report.				
Mock, Ashlyn	8/30/2024	1.00	87.00	87.00
235-006.03 QAQC Drawings				
Mock, Ashlyn	9/4/2024	4.00	87.00	348.00
235-006.03 QAQC Drawings				
Mock, Ashlyn	9/5/2024	3.00	87.00	261.00
235-006.03 QAQC Drawings				
Mock, Ashlyn	9/30/2024	1.00	87.00	87.00
Construction Set Review Track Sheet				
Engineer 4				
Bortz, Stephanie	8/27/2024	.50	125.00	62.50
235-006.03 Project Coordination				
Bortz, Stephanie	8/28/2024	.50	125.00	62.50
235-006.03 Project 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

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

Project	001034.000	235-006.03_Pine Ridge Park Utility Syste	Invoice	1034-20
Bortz, Stephanie	9/5/2024	1.00	125.00	125.00
235-006.03 Project Coordination and Follow ups				
Bortz, Stephanie	9/9/2024	.50	125.00	62.50
235-006.03 Pay Application Coordination				
Bortz, Stephanie	9/10/2024	.50	125.00	62.50
235-006.03 Pay Application Submittal				
Bortz, Stephanie	9/11/2024	6.00	125.00	750.00
235-006.03 Permit Closeout Walkthrough with Okeechobee County & Project Coordination				
Bortz, Stephanie	9/27/2024	1.00	125.00	125.00
235-006.03 Project Coordination				
Technician 4				
Paez, Ricardo	8/26/2024	.50	123.00	61.50
Print pdf for record drawings submittal				
Paez, Ricardo	9/10/2024	1.00	123.00	123.00
Record drawings revisions				
Totals		27.50		2,826.50
Total Labor				2,826.50

Billing Limits	Current	Prior	To-Date
Total Billings	2,826.50	222,708.97	225,535.47
Limit			272,100.00
Remaining			46,564.53

Total this Invoice \$2,826.50

Outstanding Invoices

Number	Date	Balance
1034-18	7/31/2024	9,050.95
1034-19	9/6/2024	4,589.96
Total		13,640.91

Total Now Due \$16,467.41

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

OCTOBER 29, 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 \$17,189.50 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
June 2021-Dec 2021	Pay Requests 1-6			\$211,029.12	\$930,753.88
Jan 2022 - Oct 2022	Pay Requests 7-16			\$442,164.00	\$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	\$204,980.12
Feb-24	29	Feb-24		\$27,310.00	\$177,670.12
Mar-24	30	Mar-24		\$29,560.00	\$148,110.12
Apr-24	31	Apr-24		\$20,842.50	\$127,267.62
May-24	32	May-24		\$27,470.00	\$99,797.62
Jun-24	33	Jun-24		\$19,874.86	\$79,922.76
Jul-24	34	Jul-24		\$21,835.00	\$58,087.76
Aug-24	35	Aug-24		\$25,565.28	\$32,522.48
	Change Order		\$294,840.00		\$327,362.48
Sep-24	36	Sep-24		\$17,015.95	\$310,346.53
Oct-24	37		\$17,189.50		\$293,157.03

Staff recommends approval of this invoice in the amount of \$17,189.50 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

October 16, 2024

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

Invoice No. 1689

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	99.5%	\$473,850.84	\$473,850.84	\$0.00
E3 – Bidding and Negotiation Phase	\$34,778	80%	\$27,822.40	\$27,822.40	\$0.00
E4 – Construction Phase Services (excl. RPR)	\$278,340	56.52%	\$157,320.73	\$154,181.23	\$3,139.50
E5 – Post-Construction Phase Services	\$20,784	0%	\$0.00	\$0.00	\$0.00
E6 – Resident Project Representative (T&M)	\$406,667	T&M (See attached)	\$264,650.00	\$250,600.00	\$14,050.00
				TOTAL:	\$17,189.50

Total Purchase Order Amount: \$1,436,623.00

Total Billed to Date: \$1,143,465.97

Total Billed this Invoice: \$ 17,189.50

For services rendered September 1 - 28, 2024.

Sumner Engineering & Consulting, Inc.

410 NW 2nd Street
Okeechobee, FL 34972 US
+18636349474
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 # 1689

DATE 10/16/2024

DUE DATE 10/16/2024

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/03/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
09/04/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
09/05/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
09/06/2024	Resident Project Representative:Inspector	6:30	100.00	650.00
09/09/2024	Resident Project Representative:Inspector	6:00	100.00	600.00
09/09/2024	Resident Project Representative:Inspector	2:00	100.00	200.00
09/10/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
09/11/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
09/12/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
09/13/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
09/16/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
09/17/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
09/18/2024	Resident Project Representative:Inspector	0:30	100.00	50.00
09/18/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
09/19/2024	Resident Project Representative:Inspector	5:30	100.00	550.00
09/20/2024	Resident Project Representative:Inspector	3:00	100.00	300.00
09/23/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
09/24/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
09/25/2024	Resident Project Representative:Inspector	7:00	100.00	700.00
09/26/2024	Resident Project Representative:Inspector	6:30	100.00	650.00
09/27/2024	Resident Project Representative:Inspector	8:00	100.00	800.00

TOTAL OF NEW CHARGES 14,050.00
BALANCE DUE **\$14,050.00**

Sumner Engineering & Consulting, Inc.
 410 NW 2nd Street
 Okeechobee, FL 34972 US
 +18636349474
 jeff@sumnerengineering.com



Project 2 SDC Backup

BILL TO

19-04.Task E4 - Project 2
 Services During Construction
 Okeechobee Utility Authority
 100 SW 5th Avenue
 Okeechobee, Florida 34974

INVOICE # 1689

DATE 10/16/2024

DUE DATE 10/16/2024

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/03/2024	Hours - Sumner, Jeffrey M Pay app review, RPR coordination	1:00	170.00	170.00
09/04/2024	Hours - Sumner, Jeffrey M pay app; monthly meeting agenda items	1:00	170.00	170.00
09/05/2024	Hours - Sumner, Jeffrey M Monthly progress meeting	1:30	170.00	255.00
09/06/2024	Hours - Sumner, Jeffrey M Pay app quantities, contractor correspondence	1:30	170.00	255.00
09/09/2024	Hours - Sumner, Jeffrey M RPR coordination; pay app comments to contractor	1:00	170.00	170.00
09/10/2024	Hours - Sumner, Jeffrey M Finalize pay app 16 and supporting docs	2:00	170.00	340.00
09/12/2024	Hours - Sumner, Jeffrey M Revise pay app 16; USDA, OUA correspondence	2:00	170.00	340.00
09/19/2024	Hours - Sumner, Jeffrey M Inspector coordination; field visit	1:30	170.00	255.00
09/23/2024	Hours - Sumner, Jeffrey M RPR and contractor coordination	0:30	170.00	85.00
09/24/2024	Hours - Sumner, Jeffrey M RPR coordination	1:00	170.00	170.00
10/16/2024	SWSA Project 2 SDC (CHA w/ 10% markup per contract, see attached)			929.50
TOTAL OF NEW CHARGES				3,139.50
BALANCE DUE			\$3,139.50	



Sumner Engineering & Consulting Inc.
 410 NW 2nd Street
 Okeechobee, FL 34972

October 16, 2024
 Project No: 001249.000
 Invoice No: 1249-13

Project 001249.000 282-002.03 OUA SW Section WW Service SDC

Professional Engineering Services for the vacuum sewer design of the remainder of the Southwest Service Area, per the scope agreement dated March 2, 2021.

Professional Services from August 24, 2024 to September 30, 2024

Professional Personnel

		Hours	Rate	Amount	
Engineer 1					
Kaminski, Hunter	9/13/2024	3.00	85.00	255.00	
Record drawing calc review.					
Kaminski, Hunter	9/30/2024	1.00	85.00	85.00	
Reviewing as-built submissions					
Mock, Ashlyn	9/30/2024	1.00	85.00	85.00	
Construction Set Review Track Sheet					
Engineer 4					
Bortz, Stephanie	9/5/2024	.50	120.00	60.00	
282-002.03 Progress Meeting					
Bortz, Stephanie	9/6/2024	1.00	120.00	120.00	
282-002.03 FO #5 Review					
Bortz, Stephanie	9/10/2024	1.00	120.00	120.00	
282-002.03 FO #5 Response					
Bortz, Stephanie	9/11/2024	1.00	120.00	120.00	
282-002.03 Site Visit					
Totals		8.50		845.00	
Total Labor					845.00

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

Project	001249.000	282-002.03 OUA SW Section WW Service SDC		Invoice	1249-13
Billing Limits		Current	Prior	To-Date	
Total Billings		845.00	88,264.79	89,109.79	
Limit				188,800.00	
Remaining				99,690.21	
			Total this Invoice		\$845.00

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. 15

OCTOBER 29, 2024

CONSENT AGENDA

INVOICE FROM CRAIG A. SMITH AND ASSOCIATES, LLC. – TCI SEPTIC TO SEWER IMPROVEMENT PROJECT

Please find attached invoice in the amount of \$8,655.00 submitted by Craig A. Smith and Associates, LLC. Staff is aware of the work currently being done by Craig A. Smith and Associates, LLC. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$32,700.00
May-24	1	May-24		\$1,250.00	\$31,450.00
Jun-24	2	Jun-24		\$11,250.00	\$20,200.00
Jul-24	3	Jul-24		\$1,500.00	\$18,700.00
Jul-24	4	Jul-24		\$2,500.00	\$16,200.00
Oct-24	5		\$8,655.00		\$7,545.00

Staff recommends approval of this invoice in the amount of \$8,655.00 to Craig A. Smith and Associates, LLC.



Invoice

CRAIG A SMITH AND ASSOCIATES. LLC

1425 E. Newport Center Drive
 Deerfield Beach, FL 33442
 (954) 782 8222

Date 9/30/2024
 Invoice number 2308

Okeechobee Utility Authority

100 SW 5th Avenue
 Okeechobee, FL 34974
 Okeechobee, FL 34974
 I I C A

Invoice through 9/30/2024

Payment terms NET 30

PO#0000011783

Project : 08-24-022 OKEECHOBEE UTILITY AUTHORITY TCI SEPTIC TO SEWER IMPROVEMENT PROJECT

TASKS	Fee Amount	Current Billing	Percent Completed	Amount
CASA-003086 ENGINEERING DESIGN SERVICES	\$12,500.00	\$0.00	100.00%	\$12,500.00
CASA-003087 ENGINEERING PERMITTING SERVICES	\$1,500.00	\$0.00	100.00%	\$1,500.00
CASA-003088 SERVICES DURING BIDDING	\$2,500.00	\$0.00	100.00%	\$2,500.00
CASA-003089 PRE-CONSTRUCTION MEETING SERVICES	\$2,500.00	\$1,750.00	70.00%	\$1,750.00
CASA-003090 ENGINEERING SHOP DRAWING REVIEW	\$1,500.00	\$900.00	60.00%	\$900.00
CASA-003091 ESDC	\$3,500.00	\$350.00	10.00%	\$350.00
CASA-003092 INSPECTION	\$8,700.00	\$5,655.00	65.00%	\$5,655.00
FEE SUMMARY - LUMP SUM TOTAL	\$32,700.00			
	Total Fee Earned to Date			\$25,155.00
	Less Previous Billings			\$16,500.00
	Current LS Amount Due			\$8,655.00

All checks payable at 4152 W Blue Heron Blvd, 116 Riviera Beach, FL 33404

WE APPRECIATE YOUR BUSINESS
 1425 E. Newport Center Drive
 Deerfield Beach, FL 33442
 Website: www.craigasmith.com

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 16

OCTOBER 29, 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 10/1/2024
Invoice No. 323566

Bill To

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

PO NUMBER	0000011647
SUPPLIER ID	

Terms	FOR THE MONTH OF
Net 30	October 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. 17

OCTOBER 29, 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 #
9/30/2024	202410010

PROJECT
540.01-LOSOM Support

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 18

OCTOBER 29, 2024

FINANCE REPORT

At the end of September 2024, financial year – FY24, operating revenue were \$13,317,856 compare to YTD budget of \$12,930,823 which resulted in the achievement of 103% of budget or an overage of \$387,033. In addition to the favorable difference being reported this financial year, the cumulative revenue for FY24 is significantly above, prior year revenue for the same period last year of \$12,793,018 by 4.1%.

With the announced elimination of the 75% discount on new connection for capital connection and installation charges (water and sewer) effective October 1, 2024, staff noticed an influx of customers during the month of September as the expiration of the discount took effect September 30, 2024. A summary of new accounts processed for the month:

<u>New Account by Payment</u>	<u>Water Customer</u>	<u>Sewer Customers</u>
-------------------------------	-----------------------	------------------------

A total of 306 new accounts signed up for service between September 1st – 30th, with some applying for both water and sewer.

# Customers paid in full	12	165
# Customers establishing Payment Plan	<u>3</u>	<u>136</u>
Total	<u>15</u>	<u>301</u>

<u>New Account by Location</u>	<u>Water Customer</u>	<u>Sewer Customers</u>
--------------------------------	-----------------------	------------------------

S.W. Service Area 2	7	250
S.W. 5 th Avenue	1	38
Treasure Island	0	11
Kings Bay	3	0
Others	<u>4</u>	<u>2</u>
Total	<u>15</u>	<u>301</u>

<u>Dollar Amount Processed</u>	<u>September '24</u>	<u>Prior Monthly Avg</u>
--------------------------------	----------------------	--------------------------

Installation Fee	\$183,090	\$8,713
Capital Connection	<u>\$270,960</u>	<u>\$17,174</u>
Total	<u>\$454,050</u>	<u>\$25,887</u>

YTD operating expenditures were \$8,679,816 which is \$1,477,506 below budget, yielding a positive variance of 14.5%.

Although thorough accounting practice of accruing anticipated expenses at September 30th were employed in the above figures, staff continues to process yearend entries which could impact the final report.

Non-operating expenses of \$3,214,487 which is comprised of depreciation and interest expenses is marginally ahead of the YTD budget of \$3,170,877 by \$43,610 or 1.4% adverse variance.

YTD restricted revenue of \$1,042,772 is 145.4% above YTD budget of \$424,889 due to:

1. YTD infill revenue from water and wastewater were \$78,314 and \$381,572 respectively, compare with a budget of \$45,255 and 93,856. Please refer to earlier information on capital connection charge above for additional information.

Total meters in service as at 09.30.24 were:

Water Meter	-	10,114
Wastewater	-	4,735

2. YTD interest income realized from deposits were \$482,316 compare to a budgeted of \$190,772 which was due to the inclusion of a conservative budget interest income outlook given the Feds announcement of their intention to reduce interest rates at the beginning of the fiscal year – FY24.

Okeechobee Utility Authority

Finance Report

Fiscal Year 2024

As of The Period Ending September 30, 2024

OKEECHOBEE UTILITY AUTHORITY
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**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	% Var. (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	5,229,606	5,392,170	5,387,843	0.1%	2,840,636	3,211,491	4,232,218	24.1%	154,325	301,427	177,037	70.3%	124,390
Mar-24	6,235,193	6,501,089	6,465,412	0.6%	3,545,046	4,004,643	5,078,661	21.1%	193,272	358,350	212,445	68.7%	145,905
Apr-24	7,430,764	7,697,315	7,542,980	2.0%	4,142,624	4,685,032	5,925,105	20.9%	302,311	424,003	247,852	71.1%	176,151
May-24	8,489,547	8,815,788	8,620,549	2.3%	4,768,308	5,437,273	6,771,548	19.7%	346,344	470,335	283,259	66.0%	187,076
Jun-24	9,469,244	9,922,530	9,698,117	2.3%	5,365,070	6,186,968	7,617,992	18.8%	389,977	531,359	318,667	66.7%	212,692
Jul-24	10,534,948	10,992,701	10,775,686	2.0%	6,045,027	7,022,651	8,464,435	17.0%	447,792	581,973	354,074	64.4%	227,899
Aug-24	11,615,345	12,051,117	11,853,254	1.7%	7,012,225	7,672,927	9,310,879	17.6%	512,006	643,788	389,482	65.3%	254,306
Sep-24	12,793,018	13,317,856	12,930,823	3.0%	8,147,618	8,679,816	10,157,322	14.5%	728,734	1,042,722	424,889	145.4%	617,833

Respectfully,


 Lauriston Hamilton

Okeechobee Utility Authority
FY 2024 Finance Report for September 30, 2024
The Period Ending

OPERATING REVENUE FUND

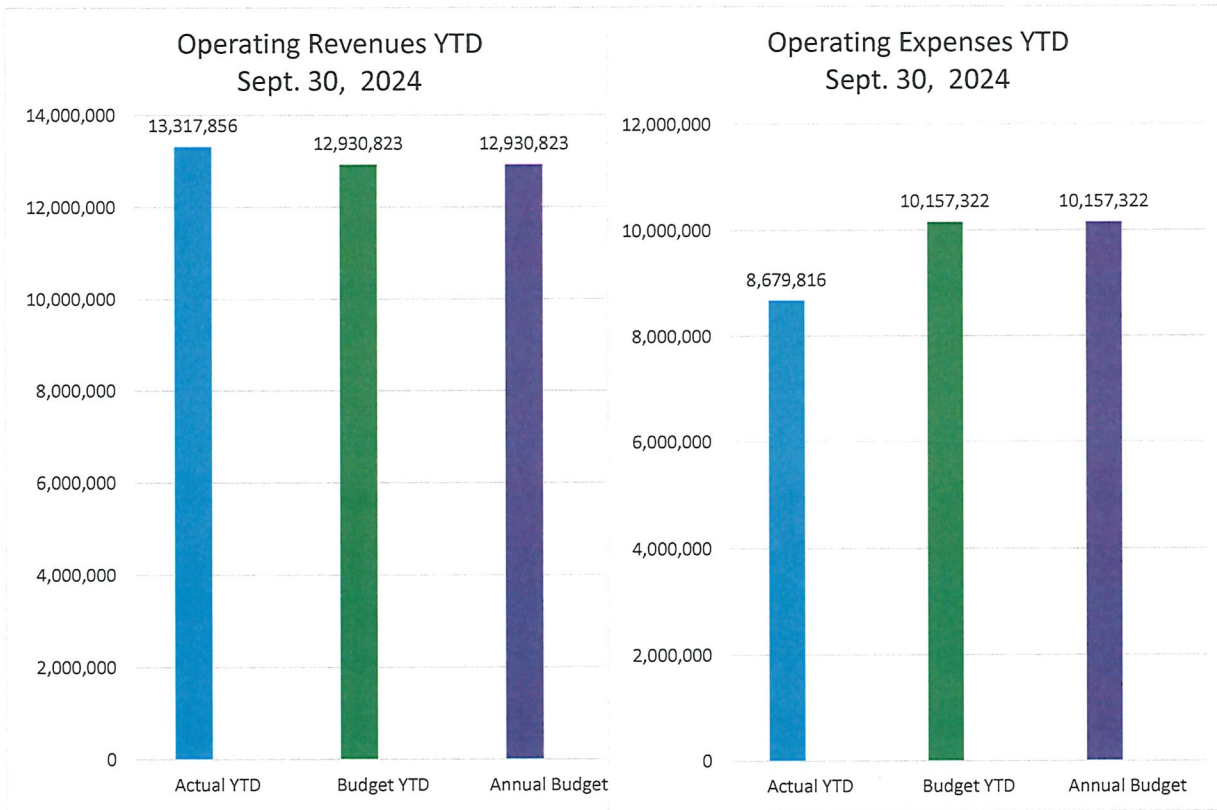
	Actual YTD	Budget YTD	\$ Variance	% Variance
OPERATING REVENUE:				
Water	\$ 7,796,515	\$ 7,684,631	\$ 111,884	1.5%
Sewer	\$ 4,710,702	4,769,432	(58,730)	-1.2%
Other Operating Revenue (see detail on page 16)	\$ 810,639	476,760	333,879	70.0%
Total Operating Revenue Received	<u>\$ 13,317,856</u>	<u>\$ 12,930,823</u>	<u>\$ 387,033</u>	<u>3.0%</u>
OPERATING EXPENSES:				
Water	\$ 2,024,350	\$ 2,249,284	\$ 224,934	10.0%
Wastewater	\$ 1,236,064	1,359,156	123,092	9.1%
Meter Readers	\$ 327,372	370,063	42,691	11.5%
Maintenance	\$ 2,546,413	2,957,502	411,089	13.9%
Administration Operating	\$ 1,548,729	1,718,046	169,317	9.9%
General & Admin.	\$ 996,887	1,203,271	206,384	17.2%
Contingency Expense	\$ -	300,000	300,000	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	<u>\$ 8,679,816</u>	<u>\$ 10,157,322</u>	<u>\$ 1,477,506</u>	<u>14.5%</u>
Net Operating Income	<u>\$ 4,638,041</u>	<u>\$ 2,773,501</u>	<u>\$ 1,864,540</u>	<u>67.2%</u>

RESTRICTED REVENUE FUNDS

RESTRICTED REVENUE FUNDS RECEIVED:				
Fire Hydrant Fund Fee	\$ 100,569	\$ 95,006	\$ 5,563	5.9%
Water CC Fees (infill)	\$ 78,314	45,255	33,059	73.1%
WW CC Fees (infill)	\$ 381,572	93,856	287,716	306.6%
Operating Account Interest	\$ 328,358	136,172	192,186	141.1%
Payroll Account Interest	\$ 5,152	2,407	2,745	114.0%
Restricted Interest Income	\$ 148,806	52,193	96,613	185.1%
TOTAL RESTRICTED REVENUE (1) (2)	<u>\$ 1,042,772</u>	<u>\$ 424,889</u>	<u>\$ 617,883</u>	<u>145.4%</u>

NON-OPERATING EXPENSES:				
Debt service interest expense	\$389,434	\$383,094	(6,340)	-1.7%
Non-cash depreciation & amortization	\$2,825,053	\$2,787,783	(37,270)	-1.3%
	<u>\$3,214,487</u>	<u>\$3,170,877</u>	<u>(43,610)</u>	<u>-1.4%</u>
NET REVENUE BEFORE ITEMS BELOW	<u>\$ 2,466,325</u>	<u>\$ 27,513</u>	<u>\$ 2,526,032</u>	<u>9181.2%</u>

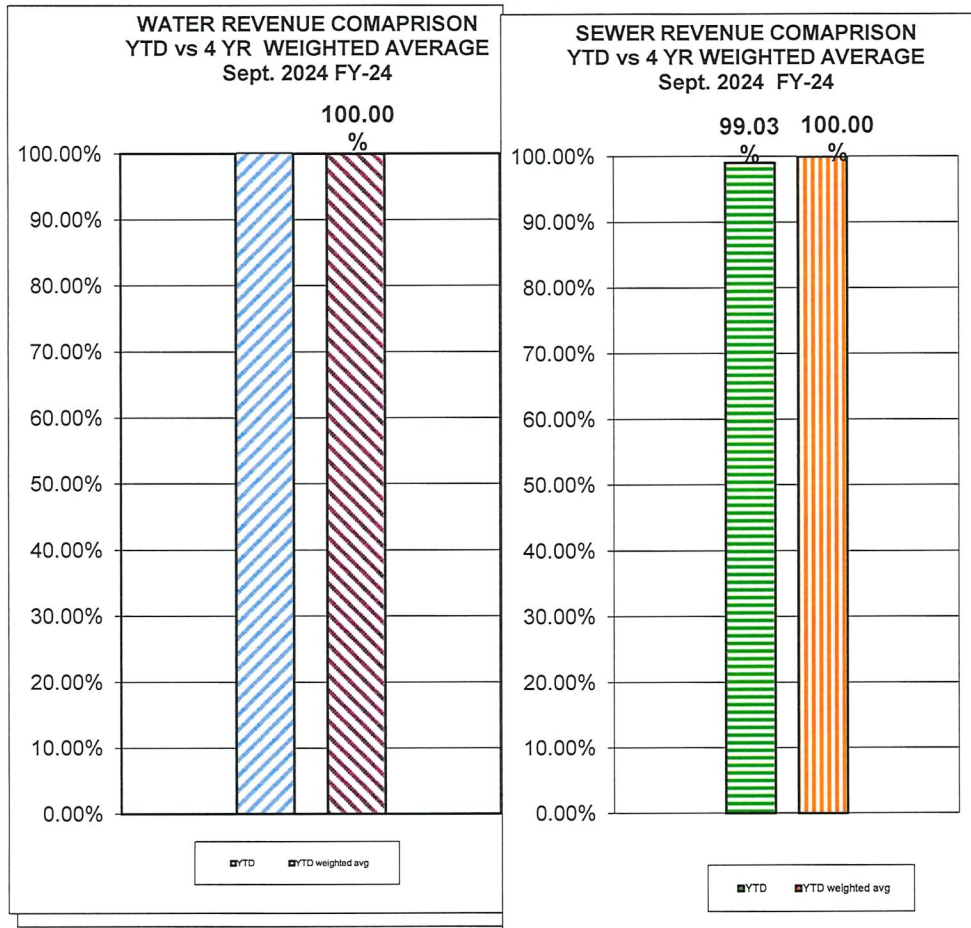
NOTES:	Actual YTD	Annual Budget	Variance
Above Revenue and Expense does not include the following:			
(1) Grant funds & state appropriations of:	\$2,696,921	\$11,793,240	
(2) Contributed capital of:	\$314,207	\$20,145	
(3) Debt service principal payments of:	\$2,153,619	\$2,153,619	
(4) Net Construction In Progress (CIP) Expenditures of:	\$9,296,893	\$11,548,847	



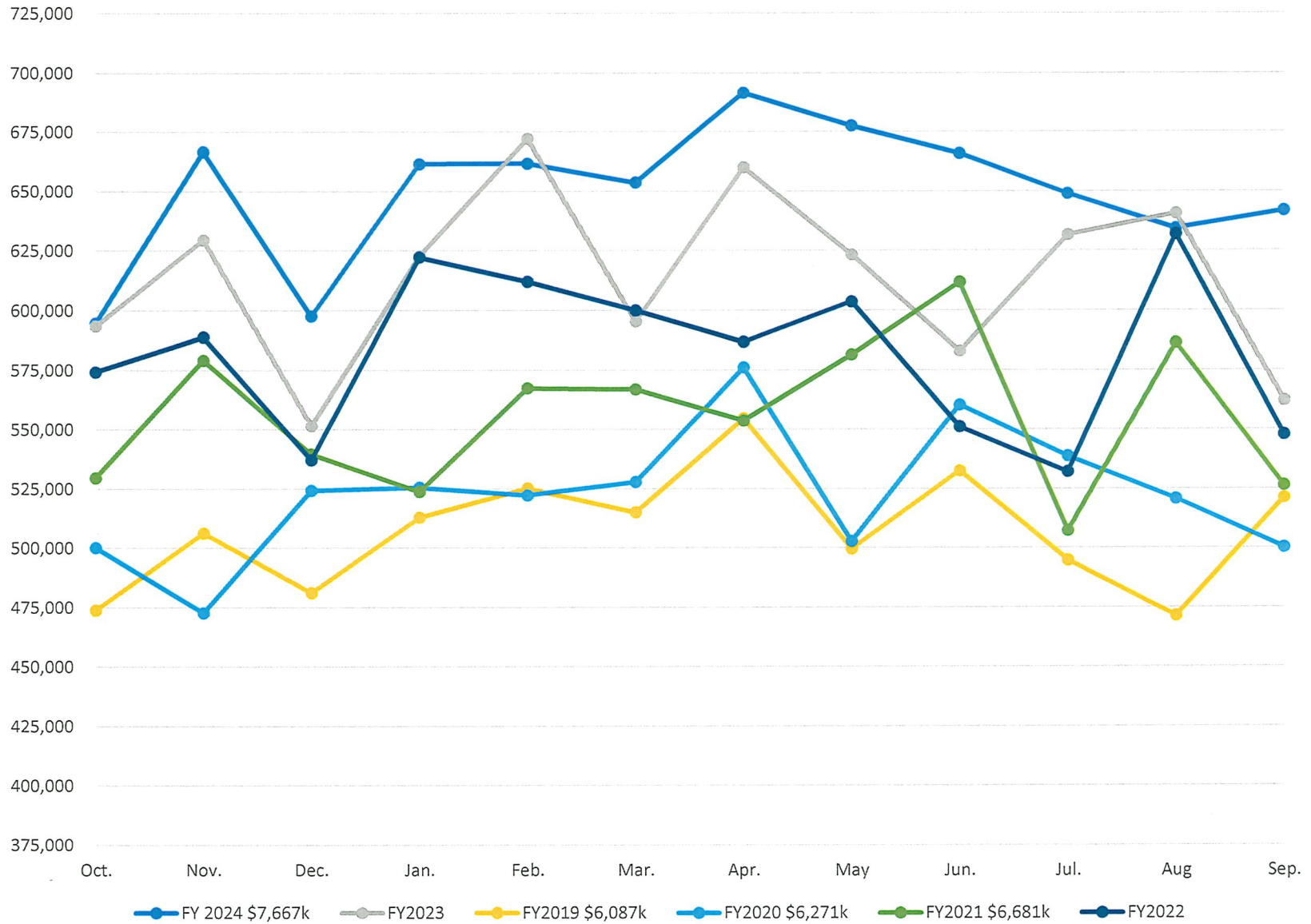
Current FY-24 Water and Sewer Utility Revenue
Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)

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.	\$ 661,788	3,182,291	\$ 93,043	41.51%	41.03%
Mar.	\$ 653,804	3,836,095	\$ 93,109	50.04%	49.45%
Apr.	\$ 691,648	4,527,743	\$ 111,772	59.06%	58.18%
May	\$ 677,623	5,205,366	\$ 119,012	67.90%	66.55%
Jun.	\$ 665,984	5,871,350	\$ 89,801	76.58%	75.23%
Jul.	\$ 649,030	6,520,380	\$ 111,807	85.05%	83.31%
Aug.	\$ 634,337	7,154,717	\$ 59,674	93.32%	91.93%
Sep.	\$ 641,798	7,796,515	\$ 105,452	101.69%	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.	\$ 399,201	1,939,946	\$ 36,909	40.78%	41.91%
Mar.	\$ 414,171	2,354,117	\$ 67,258	49.49%	50.42%
Apr.	\$ 427,166	2,781,283	\$ 73,355	58.47%	59.10%
May	\$ 398,147	3,179,430	\$ 72,185	66.84%	67.07%
Jun.	\$ 390,889	3,570,319	\$ 46,906	75.06%	75.52%
Jul.	\$ 375,094	3,945,413	\$ 49,128	82.94%	83.53%
Aug.	\$ 377,726	4,323,139	\$ 32,113	90.89%	91.99%
Sep.	\$ 387,563	4,710,702	\$ 61,632	99.03%	100.00%

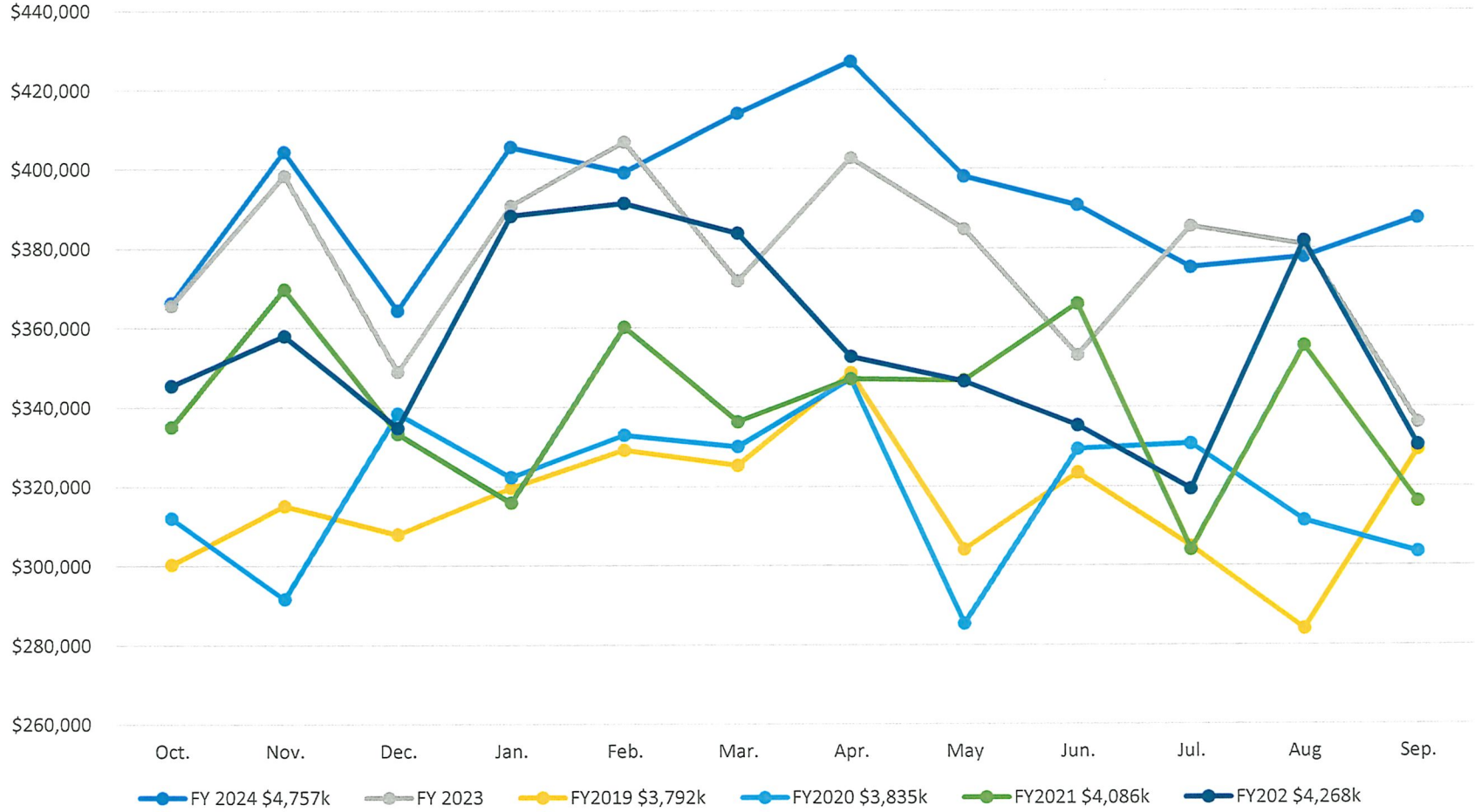
WATER AND SEWER REVENUE COMPARISON YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE



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 Average
			From 4 Year Weighted Avg of	Operating Exp.	
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.	\$ 602,571	\$ 3,211,491	\$ 55,327	31.62%	39.27%
Mar.	\$ 793,152	\$ 4,004,643	\$ 196,260	39.43%	48.03%
Apr.	\$ 680,389	\$ 4,685,032	\$ 116,520	46.12%	56.31%
May	\$ 752,241	\$ 5,437,273	\$ 212,282	53.53%	64.24%
Jun.	\$ 749,695	\$ 6,186,968	\$ 178,694	60.91%	72.62%
Jul.	\$ 835,683	\$ 7,022,651	\$ 247,104	69.14%	81.30%
Aug.	\$ 650,276	\$ 7,672,927	\$ 40,726	75.54%	90.20%
YTD	\$ 1,006,889	\$ 8,679,816	\$ 338,458	85.45%	100.00%
NON-OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted Average
Period	YTD		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	\$ 11,330	33.28%	32.63%
Feb.	\$ 263,784	\$ 1,318,921	\$ 10,611	41.59%	40.79%
Mar.	\$ 285,399	\$ 1,604,320	\$ 30,632	50.60%	49.00%
Apr.	\$ 241,307	\$ 1,845,627	\$ (8,357)	58.21%	57.05%
May	\$ 258,466	\$ 2,104,093	\$ 8,892	66.36%	65.10%
Jun.	\$ 251,925	\$ 2,356,018	\$ 2,171	74.30%	73.15%
Jul.	\$ 257,689	\$ 2,613,707	\$ 8,025	82.43%	81.21%
Aug.	\$ 257,689	\$ 2,871,396	\$ 10,443	90.56%	89.18%
YTD	\$ 343,091	\$ 3,214,487	\$ 6,958	101.38%	100.00%

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

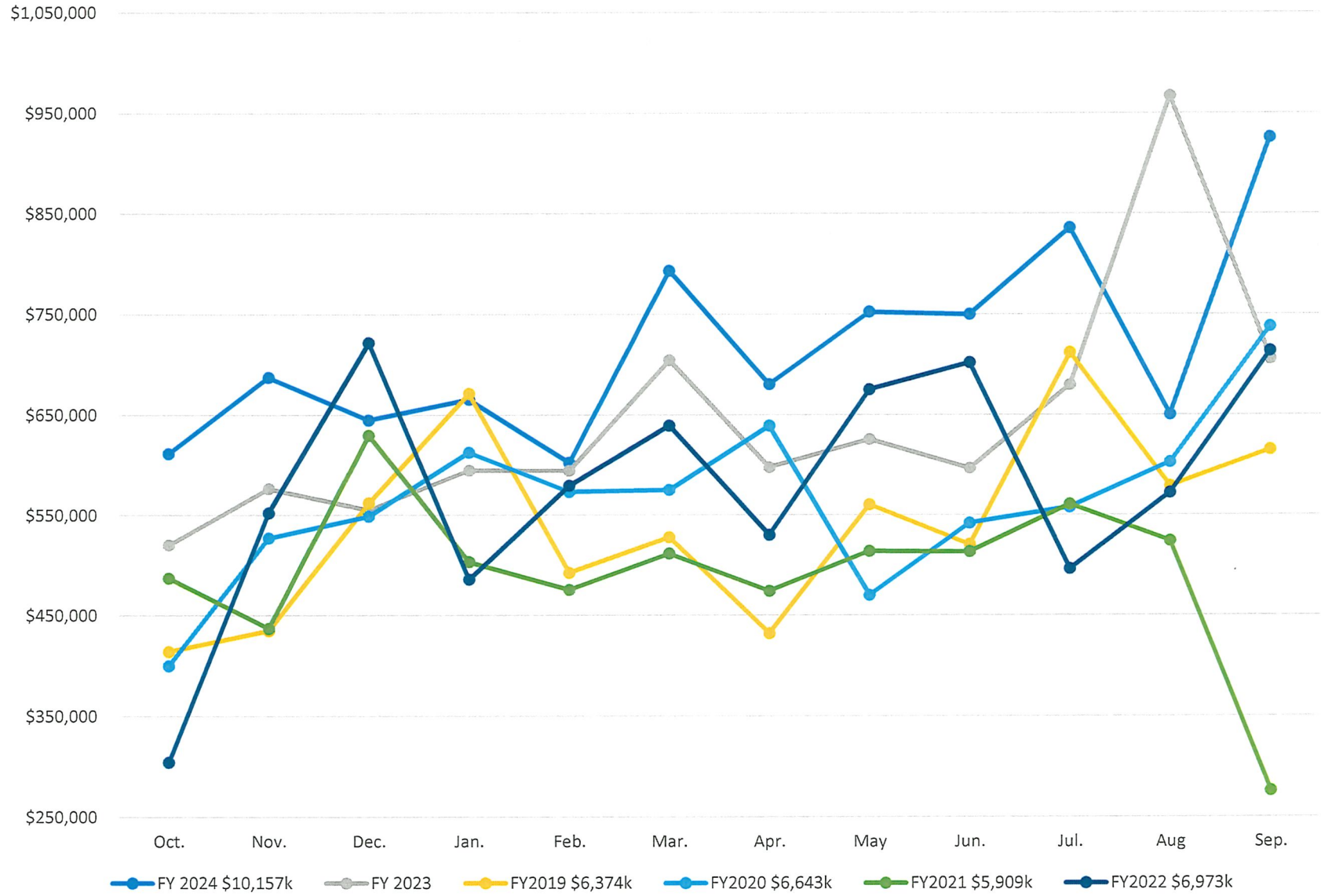
Sept. 2024 FY-24



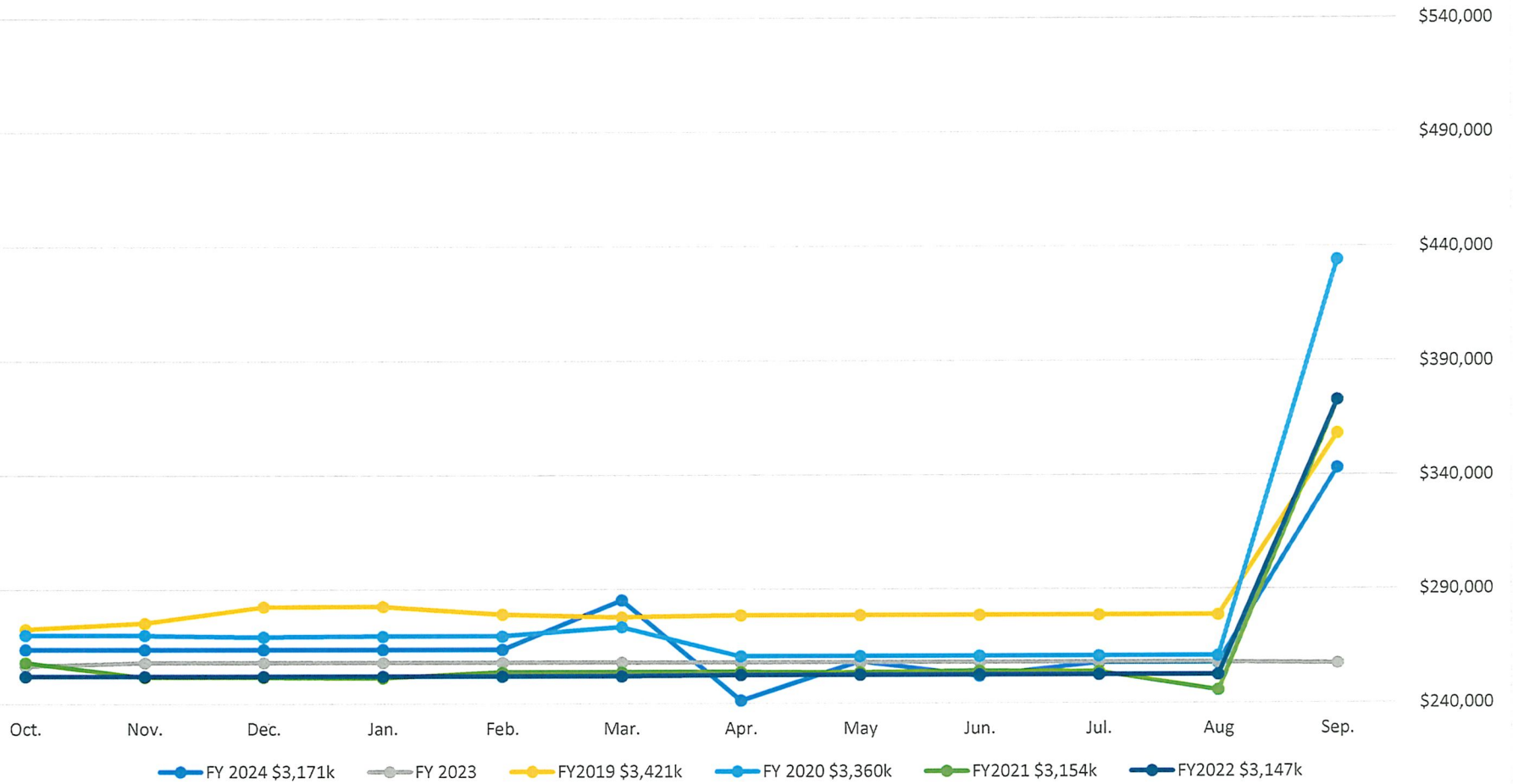
**OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
Sept. 2024 FY-24**



Actual Operating Expense Comparison



Actual Non Operating Expense Comparison



	A	Z	AA	AC	AD	AI	AG
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, 2022		Sept 30, 2023		Sept. 30, 2024
95			12 Months		12 Months		12 Month
96							
97	Cash Flows from Operations						
98	Operating Income		1,758,388		1,832,821		1,795,123
99	Depreciation & Amortization		2,688,584		2,701,321		2,825,053
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable		(394,264)		(2,986,087)		4,156,025
101	Increase (decrease) in cash from changes in accounts payable		127,686		905,418		(236,157)
102	Increase (decrease) in cash from changes in other assets		305,029		903,029		(141,892)
103	Increase (decrease) in cash from changes in other liabilities		(857,112)		(138,439)		(151,009)
104	Cash provided (used) by operations		3,628,311		3,218,063		8,247,144
105							
106	Cash Flows from Nonoperating Revenues/Expenses						
107	Fire Hydrant fees		85,215		95,154		100,569
108	Capital connection fees		122,322		283,483		459,886
109	Interest revenue		29,488		350,097		482,316
110	Debt issuance costs		0		0		0
111	Interest expense		(472,215)		(420,187)		(389,434)
112	Cash provided (used) by nonoperating activities		(235,190)		308,547		653,338
113							
114	Cash Flows from Capital and Financing Activities						
115	Purchase of equipment, computer hardware, & technology equipment		12,496		275,173		(1,776,916)
116	Construction in progress		(2,487,259)		(8,013,123)		(9,342,294)
117	Acquisition of land, easements and related costs		(129,038)		0		(406,779)
118	Sale of land and or equipment		-		0		0
119	Gain (Loss) on sale of land and equipment		7,452		16,104		17,864
120	Bond principal payments		(2,073,095)		(2,153,620)		(2,153,619)
121	Loan Received - South State Bank				0		5,430,487
122	Grant revenue & FEMA reimbursement		2,452,778		8,459,653		2,696,921
123	Capital contributions from developers		120,101		492,467		314,207
124	Cash provided (used) by capital / financing activities		(2,096,565)		(923,346)		(5,220,129)
125							
126	Net increase (decrease) in cash and investments		1,296,556		2,603,264		3,680,352
127	This unaudited cash flow statement is subject to adjustments.						
128	The unaudited balance sheet on pages 13 & 14 is subject to adjustments.						

OKEECHOBEE UTILITY AUTHORITY
Statement of Net Assets
September 30, 2024

ASSETS

CURRENT ASSETS

Cash and cash equivalents		\$	6,544,188.21
Unrestricted assets:			
Interest receivable			0.00
Grants receivable			
Restricted assets:			
Cash and cash equivalents			8,435,751.68
Investments			0.00
Interest receivable			0.00
Receivables:			
Accounts receivable			1,745,644.02
less allowance for uncollectible accounts			(103,151.29)
Inventories			632,093.77
Prepaid Expenses			185,850.68
Total current assets			17,440,377.07

NONCURRENT ASSETS

Capital assets:

Land			3,313,640.40
Utility plants, buildings and equipment			111,492,257.00
			114,805,897.40
Less accumulated depreciation			(56,745,782.65)
			58,060,114.75
Construction in progress			22,650,038.14
Total capital assets			80,710,152.89

Other Assets:

Net Pension Asset			0.00
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Deferred Charges:

Deferred Pension Outflows - Actuarial and Prepaid			1,012,621.00
Deferred loss on bond refunding, net			248,245.00
Total Deferred charges:			1,260,866.00

Total noncurrent assets			81,971,018.89
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TOTAL ASSETS		\$	99,411,395.96
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	1,341,861.38
Accrued expenses	138,778.39
Due to other governments	36,899.15
Bonds payable (current)	-0.01
Accrued compensated absences & bonus (current)	367,949.78
Payable from restricted assets	
Accrued interest	2,249.40
Customer Deposits	565,377.63
Total current liabilities	<u>2,453,115.72</u>

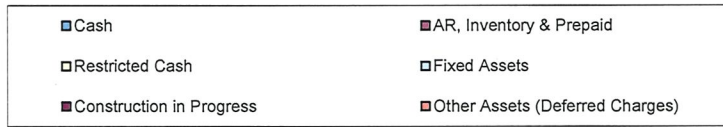
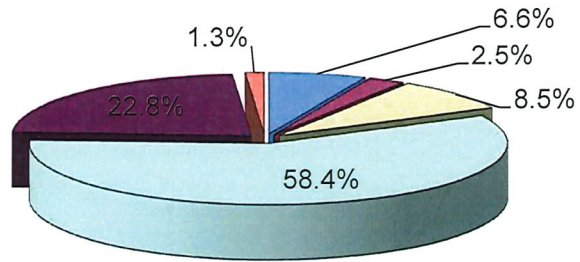
NONCURRENT LIABILITIES

Long-term portion of bonds payable, net	18,086,218.69
Accrued OPEB payable	232,530.00
Net Pension Liability	629,748.00
Deferred Pension Inflow from Actuarial Calculation	426,765.00
Unearned revenues:	
Developer agreements	424,402.36
Total noncurrent liabilities	<u>19,799,664.05</u>
TOTAL LIABILITIES	<u>22,252,779.77</u>

NET POSITION

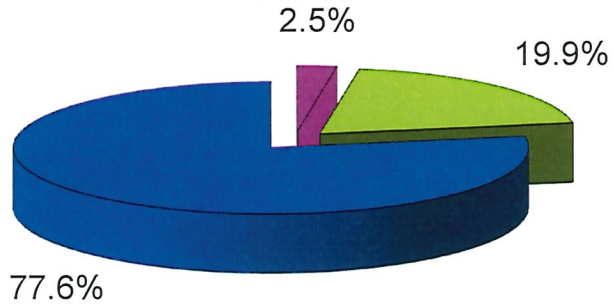
Invested in capital assets, net of related debt	44,731,657.00
Restricted for capital projects	2,361,411.00
Restricted for debt service	481,018.00
Restricted for Rate Stabilization	1,339,359.00
Restricted for Pension Benefits	1,904,107.00
Unrestricted	20,782,550.55
YTD Surplus of Revenue over Expenses	5,558,513.64
Total net position	<u>77,158,616.19</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 99,411,395.96</u>

Assets - September 30, 2024



Cash	6,544,188	6.6%
AR, Inventory & Prepaid	2,460,437	2.5%
Restricted Cash	8,435,752	8.5%
Fixed Assets	58,060,115	58.4%
Construction in Progress	22,650,038	22.8%
Other Assets (Deferred Charges)	1,260,866	1.3%
Total Assets	99,411,396	

Liabilities & Equity September 30, 2024



Current Liabilities	2,453,116	2.5%
Noncurrent Liabilities	19,799,664	19.9%
Equity - Net Assets	77,158,616	77.6%
Total Liab & Equity	99,411,396	

Okeechobee Utility Authority
Detail of Sept. 30, 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	\$ 40,862	\$ 27,930	\$ 12,932
Private Fire Protection	\$ 98,896	96,413	2,483
Turn on/off Fees	\$ 55,406	53,886	1,520
Other Revenue-Water A	\$ 15,211	15,148	63
Install Fees-Sewer	\$ 238,080	62,160	175,920
Kings Bay Sewer Maint. Fees	\$ 15,661	20,606	(4,945)
Other Revenue-Sewer B	\$ 980	4,031	(3,051)
Penalties & Late Charges	\$ 132,448	77,729	54,719
Gain/Loss Sale of Assets C	17,864	0	17,864
Ag Land Lease	\$ 3,505	3,505	0
Merchant & Misc. Revenue D	\$ 191,725	115,352	76,373
Totals	<u>\$ 810,639</u>	<u>\$ 476,760</u>	<u>\$ 333,879</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. 19

OCTOBER 29, 2024

OUA ATTORNEY

On September 26, 2024, the OUA received request for qualifications in response to the OUA Legal Services announcement. The firm of Nason Yeager was the only respondent to the announcement.

Tom Conely has reviewed the submittal and has been in contact with the respondent.

I have included with this agenda item their proposal without the +125 pages of financial information.

Mr. John Fumero, Esq., will be present at the meeting.

**PROPOSAL TO PROVIDE AUTHORITY LEGAL SERVICES
IN RESPONSE TO THE OKEECHOBEE UTILITY AUTHORITY'S REQUEST FOR QUALIFICATION**
Due Date & Time: September 26, 2024 at 12:00 p.m., Eastern Standard Time

Submitted by:



Okeechobee Utility Authority General Counsel Team
John J. Fumero, Esq.
Susan Roeder Martin, Esq.
Gray Crow, Esq.

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JOHN J. FUMERO
*Board Certified State & Federal Government
& Administrative Practice Lawyer*

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VIA FEDERAL EXPRESS

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

Re: Response to Request for Qualifications – Authority Legal Services

Dear Mr. Hayford:

This is in response to the Okeechobee Utility Authority’s (hereinafter, the “OUA’s”) request for qualifications seeking to serve as General Counsel. For the reasons described below, I respectfully submit that my firm and I are uniquely qualified to serve as General Counsel for the OUA. Enclosed within are the resumes of the members of the legal team that would provide legal support for the OUA.

My firm’s Government, Environmental and Land Use team (hereinafter, the “Legal Team”) have practiced in the areas of administrative, water law, governmental, zoning, land use, environmental, and real estate law for more than three decades. I would serve as the General Counsel for the OUA. I have practiced in the public sector and/or represented governmental entities, including regional utility authorities, for many years. I have been a member of the Florida Bar and have practiced law for over 36 years. I am also Florida Bar Board Certified in State and Federal Governmental and Administrative Law. Less than 8% of Florida bar members have Board Certification. Board Certification recognizes specialized knowledge, skills and proficiency in state and federal government and administrative law. I am “AV Preeminent Rated” attorneys, the highest designation awarded by Martindale-Hubbell. Additionally, I have been a Florida Supreme Court Certified Mediator for more than 20 years. Utilization of this certification has helped me to develop expertise in negotiation and problem solving. For these reasons, I am uniquely qualified to serve as General Counsel to the OUA.

I previously served as General Counsel and Director of Governmental Affairs for the South Florida Water Management District. In this respect, I worked on a myriad water and water supply issues. This includes experience and expertise on water utility issues, regional water supply plans, Lake Okeechobee issues, reuse, permitting, drafting rules and legislation, enforcement and compliance. I am also currently the General Counsel for the Port of Palm Beach, the City of Okeechobee, and the Central County Water Control District. In private practice, I have worked on similar issues including wastewater utilities and wastewater permitting.

I represent public and private sector clients before local, state, and federal governmental agencies and courts on a variety of matters, including water law and environmental law. Some of the areas include permitting, drafting ordinances and legislation, variances, water use restrictions, code enforcement, all types of environmental proceedings, real estate, zoning, land use, litigation and appellate practice.

My Firm was founded in 1960. We serve clients throughout the state of Florida, and have offices in Ft. Lauderdale, Boca Raton, Palm Beach Gardens and St. Petersburg. We have 44 attorneys who are available to assist in virtually any other matter that needs to be addressed by the OUA.

We appreciate the opportunity to submit this response for consideration by the OUA and look forward to discussing our qualifications with you and the OUA Board. Should you have any questions, please do not hesitate to contact me.

Sincerely,



John J. Fumero

JJF/mdd
Enclosures

C. Qualifications

Nason, Yeager, Gerson, Harris & Fumero, P.A. (“the Firm”) is a well-established law firm dedicated to rendering top quality legal services to its clients. The Firm is rated AV in the Martindale-Hubbell Directory. The Firm has a total of four offices located in Palm Beach Gardens (main), Boca Raton, Ft. Lauderdale, and St. Petersburg. The Firm currently has forty-four attorneys. In addition to environmental and water law, the Firm offers a broad range of legal services, and activities which involve public finance and bonds, corporations, real estate, commercial transactions and financing, project development, taxation and civil and appellate litigation in all courts, State and Federal.

Our Legal Team practices before every major federal, state and local permitting authority throughout Florida on all aspects of environmental, water, governmental, land use and regulatory law matters.

My firm’s Government, Environmental and Land Use team (hereinafter, the “Legal Team”) have practiced in the areas of administrative, water law, governmental, zoning, land use, environmental, and real estate law for more than three decades. I would serve as the General Counsel for the OUA. I have practiced in the public sector and/or represented governmental entities, including regional utility authorities, for many years. I have been a member of the Florida Bar and have practiced law for over 36 years. I am also Florida Bar Board Certified in State and Federal Governmental and Administrative Law. Less than 8% of Florida bar members have Board Certification. Board Certification recognizes specialized knowledge, skills and proficiency in state and federal government and administrative law. I am “AV Preeminent Rated” attorneys, the highest designation awarded by Martindale-Hubbell. Additionally, I have been a Florida Supreme Court Certified Mediator for more than 20 years. Utilization of this certification has helped me to develop expertise in negotiation and problem solving. For these reasons, I am uniquely qualified to serve as General Counsel to the OUA.

Fumero previously served as General Counsel and Director of Governmental Affairs for the South Florida Water Management District. In this respect, I worked on a myriad water and water supply issues. This includes experience and expertise on water utility issues, regional water supply plans, Lake Okeechobee issues, reuse, permitting, drafting rules and legislation, enforcement and compliance. I am also currently the General Counsel for the Port of Palm Beach, the City of Okeechobee, and the Central County Water Control District. In private practice, I have worked on similar issues including wastewater utilities and wastewater permitting.

Mr. John Fumero and Mrs. Susan Roeder Martin have over 75 years of collective experience, and both have an excellent record of performance for governmental clients. The attorneys are noted for their “can do” approach to tackling and solving problems. Past and present governmental clients have stated they appreciate this mindset of facilitating ways to achieve their goals. The Legal Team understands the requirements and limits of the laws impacting local governments and has helped craft effective solutions to complex problems.

John Fumero’s Experience Representing Local Government Entities and Water Utilities

Polk Regional Water Cooperative – Served as facilitator to negotiate an interlocal agreement amongst 16 local government entities to develop \$520,000,000 of regional water projects. He negotiated complex interlocal

agreements, facilitated inter-governmental negotiations and dispute resolution, and provide counsel on application of state and federal laws, including state and federal legislation and financing.

Bonita Springs Utility – Represent the utility in water use permitting and regional water supply matters.

Glades Utility Authority – Served as General Counsel to the Glades Utility Authority (GUA), a multi-jurisdictional water and wastewater utility located in Palm Beach County, Florida. He represented the GUA in all matters from governance and grants to environmental and utility law.

Lee County – For more than six years, represented Lee County regarding all of its environmental, utility, coastal, and estuary protection issues. Mr. Fumero actively represented Lee County before the U.S. Army Corps of Engineers (in Washington, D.C. and Jacksonville, Florida), the U.S. Fish and Wildlife Service (in Washington, D.C., Atlanta, Georgia, and Vero Beach, Florida), the U.S. Environmental Protection Agency (in Washington, D.C., and Atlanta, Georgia), the Florida Department of Environmental Protection and the South Florida Water Management District. Additionally, Mr. Fumero represented Lee County on water reservations issues related to the Caloosahatchee River, water use permitting issues, water and wastewater utility and water supply issues, NPDES, and other general environmental law related issues. From obtaining federal and state agency permits and project approvals to advocating for legislation and grants, Mr. Fumero represented all of the County's environmental and water utility related matters.

Town of Highland Beach – Represented the Town of Highland Beach regarding its water and wastewater utility projects, including obtaining permits from various federal and state agencies, including the South Florida Water Management District. This representation included working closely with other professionals retained by the Town as part of the team and negotiations with the agency regarding requirements and conditions of issuance of the permit.

Caloosahatchee River Basin Minimum Flows and Levels – Facilitated multi-party, public and private sessions to develop guiding principles for development of the first minimum flows and water level rule for the Caloosahatchee River Basin in Lee County. Stakeholders included Lee County, City of Ft. Myers, Conservancy of Southwest Florida, Audubon Society, Bonita Springs, Cape Coral, Sanibel, and various water control districts and landowners within the basin. .

City of Fort Lauderdale Utilities – Represented the City of Fort Lauderdale related to its water use permitting and water conservation measures. For example, Mr. Fumero represented the City as part of a coalition of multiple municipalities objecting to the Year Round Water Conservation Rule proposed by the South Florida Water Management District. Over a two-year period, Mr. Fumero successfully negotiated revised water conservation measures and ordinances. In addition, Mr. Fumero has represented the City in the development of, and advocacy for, a regional water supply project involving multiple member municipalities.

City of Boca Raton Utilities – Represented the City of Boca Raton on water utility and enforcement matters affecting the City. For example, . Fumero represented the City on an alleged violation with the Florida Department of Health related to the City's water distribution system. This matter required negotiations with the Department of Health regarding application of Department regulations and allegations contained within the Notice of Violation. Mr. Fumero also represented the City regarding current federal and state environmental and water quality legislation with the U.S. Environmental Protection Agency and Florida Department of Environmental Protection.

City of Delray Beach Utilities – Represented the City of Delray Beach regarding its water and wastewater utility projects, including obtaining permits from various federal and state agencies, including the South Florida Water Management District. This representation included working closely with other professionals retained by the City as part of the team and negotiations with the agency regarding requirements and conditions of issuance of the permit.

City of Riviera Beach Utility District – Represented the City of Riviera Beach concerning the permitting and upgrade of various water and wastewater projects for the City. This representation included obtaining federal and state regulatory approvals and seeking federal and state grants for these projects.

Lower West Coast Utility Council – Created and facilitated work of the Council. Developed agendas for meetings and facilitated discussions on issues of import to the utility members from Charlotte, Collier and Lee Counties. .

Suwanee River Water Mgmt. District (“SRWMD”) Consumptive Use Rulemaking – Retained by SRWMD to conduct a comprehensive rewrite and update of consumptive use permit program and rules.

John and Susan have significant local government law experience consisting of the following specific areas:

- City, County, and Local Government Law
- Code Enforcement
- Land Use, Planning & Zoning
- Public-Private Partnerships
- Sunshine Law, Ethics, and Public Records
- Public Works Projects
- Municipal Ordinance & Code Drafting
- Procurement
- Federal & State Civil & Administrative Litigation
- Legislation and Policy Drafting
- Environmental Law
- Lobbying at State and Local Level
- Employment Law
- FEMA Law
- Risk Management
- Dispute Resolution and Litigation
- Development, Permitting and Strategic Planning

Experience Serving as General Counsel

Fumero serves as the General Counsel for municipalities, water control districts, and the Port of Palm Beach.

Attendance at Board Meetings – The Legal Team is accustomed to attending board meetings and providing legal guidance on the spot when needed, including providing parliamentary expertise. We are adept at listening to board member dialogue to understand the objectives and help craft the steps to achieve them. It has been our practice to work closely with city and county managers and executive directors to ensure that board members are adequately briefed on key matters and that all member questions are addressed.

Florida Sunshine and Public Records Laws and Practice before Local Government, Legislative and Quasi-judicial Bodies – The Legal Team has significant experience in counseling local governments regarding compliance with Florida’s Ethics, Public Records, and Government in the Sunshine laws and has provided training on those topics. Mr. Fumero and Ms. Martin provide the annual required public records and Sunshine Law training for the Treasure Coast League of Cities. For several decades, the Legal Team has provided counsel to board members and staff in a wide variety of situations dealing with voting conflicts of interest, prohibited conflicts of interest, gifts, and open meeting requirements. They have been involved with litigation and other disputes concerning public records and matters that are statutorily exempt from production. They have guided the internal public records process to deal with issues such as records retention, records gathering and managing requests and production of records. The Legal Team is well versed and prepared to guide the Authority and Staff on compliance with these Florida laws that every government

official, attorney, and employee must be aware of and diligently observe. Not only does the Legal Team have this extensive experience, one or more members provide elected official training on these subject matters each year.

Of particular emphasis, members of the Legal Team have guided boards through the nuances of setting a proper record and complying with statutory requirements for quasi-judicial proceedings related to land use and zoning, rate setting, pensions, and internal appeals, and defended the quasi-judicial decisions of boards at all levels of judicial and administrative litigation. With this experience, the Authority and Staff will be confident that it has a legal team with depth of knowledge that can help navigate through quasi-judicial proceedings and defend any appeals of its quasi-judicial decisions, should litigation arise.

Public Finance – The Legal Team has guided government clients through budget development and budget hearings to ensure that all statutorily required processes and deadlines are followed including Truth-in-millage (TRIM) matters. They have addressed issues relating to the specific authority and power of governmental bodies. The Legal Team has worked with bond counsel on issuance of Certificates of Participation for large Everglades restoration projects. Our Legal Team has served as special counsel in public finance litigation related to a public government bond issuance more than \$500 million. The Legal Team is also well versed in public private partnerships or P3s. Together, the Legal Team can assist the Authority finance projects via a variety of mechanisms and representing the Authority should litigation ensue.

Land Use, Zoning, and Real Property Law – The Legal Team is well equipped to help develop, implement, and enforce land use and environmental regulations and review zoning and development approval applications. We can also assist with acquiring real property and incentivizing community development. The Legal Team will work with the Authority and employees to develop policies and regulations affecting the quality of life for the Tampa Bay Water’s jurisdictional residents, businesses, and natural resources. They will also provide legal assistance to and can help establish any additional ancillary committees the Authority may wish to establish. The Legal Team has successfully represented local governments in a variety of planning and zoning appeals and has litigated decisions at multiple levels of state and administrative courts.

Litigation – The Legal Team has handled litigation for government clients as both plaintiff and defendant. As General Counsel of the South Florida Water Management District, Mr. Fumero managed and directed all of the agency’s litigation involving such topics as land ownership, condemnation, personal injury, employment issues, bond issuance, public records, regulatory matters, and federal environmental law. The Legal Team successfully asserted the sovereign immunity of the Palm Beach County School Board against the unenforceable fees of the City of West Palm Beach. In many instances, insurance counsel, though experienced litigators, are not as knowledgeable regarding the interests and procedures of government clients. The attorneys on the Nason Yeager Legal Team can guide insurance counsel to ensure that the Authority’s interests are fully represented. As seasoned litigators, we can handle and provide advice on responses to subpoenas and court orders. We can also provide strategic advice on how to handle requests for information from third parties whether through litigation or public records requests.

Drafting Ordinances, Codes and Charters – The Legal Team has drafted countless ordinances, code provisions, and policies and has experience with code enforcement proceedings. With that experience comes good drafting skill that provides clarity and avoids pitfalls. The Legal Team has prosecuted thousands of code enforcement matters on behalf of local governments and litigated code enforcement foreclosures and appeals. We are well versed in all statutory and alternative code enforcement mechanisms and capable of representing the Authority in whatever form of code enforcement it may choose, having prosecuted code enforcement

cases before traditional code enforcement boards, special magistrates, and county court judges via the uniform citation method. Legal Team members have also foreclosed code enforcement liens, assisted in forfeiture proceedings, and participated in litigation related to asserting and protecting local government lien rights.

Public Works, Utilities, and Utility Franchise Agreements – The Legal Team is highly qualified in all types of utility issues including water, wastewater, and stormwater. We have drafted numerous contracts, including interlocal agreements, franchise agreements, and piggyback contracts on behalf of local governments. We are also well versed in government contracting including the requirements and implications of Florida’s Sunshine and Public Records law on government contracts.

The Team has represented local government clients in creating public services, such as stormwater utilities, and enforcing rights-of-way and easement rights on behalf of local governments. Working closely with operations staff, the team has developed an understanding of what is necessary to provide good quality public services and can provide creative solutions to solve problems.

We have also provided legal support for all phases of construction and procurement matters ranging from construction contracts for reservoirs and pumping stations of over \$500M to small mowing contracts for less than \$10,000 and everything in-between. A successful procurement starts with a clear and thorough solicitation process. The Legal Team can assist the Authority in developing and maintaining an efficient system that minimizes disputes and provides the Authority and Staff with cost-effective goods and services that meet the Authority’s needs.

Utilities Expansion Projects – As with the areas of governmental law and land use/zoning law, the Legal Team has extensive experience and expertise in water utilities. Fumero is a recognized expert in Florida water law, including public water supply permitting, utility acquisition and expansion, and the like. Fumero has represented dozens of water utilities throughout the state of Florida.

In summary, for almost 4 decades, the Legal Team provided legal counsel and General Counsel services to a number of governmental entities regarding negotiation of contracts, public procurement, land acquisition, flood control infrastructure, environmental and water resource protection, and water and wastewater utilities. Finally, the Team has helped draft and revised numerous solicitations for bids and proposals and has experience with the Consultants’ Competitive Negotiation Act in Section 287.055, Florida Statutes. Mr. Fumero has been involved and has experience in resolving and litigating bid protests.



John J. Fumero

jfumero@nasonyeager.com

Fumero provides strategic legal counsel and representation to a wide array of public sector clients, including cities, counties and special taxing districts throughout the State of Florida. He is board certified by the Florida bar in state and federal governmental and administrative law. Fumero has been involved in governmental law for more than three decades and has represented and advised local governments and other governmental entities, as both general and special counsel. His practice encompasses number of areas including water and wastewater utilities, public contracts and procurement, human resources issues, open meeting, ethics and public records laws, zoning and land use regulations and disputes, ordinance and resolution drafting services, permit and licensing applications, code violations, community development projects, intergovernmental agreements, litigation in administrative, state or federal courts, interpretation of local, state and federal laws, ordinances and regulations, representation before state and federal agencies, and complex regulations or document preparation.

Licenses, Certifications & Recognition

- Florida Bar Admission — 1988
- Florida Supreme Court Certified Mediator
- Environmental Negotiation and Policy Certification from Harvard Law School, 2000
- Florida Bar Board Certified in State and Federal Administrative & Governmental Law
- AV rated by Martindale Hubbell

Education

- Juris Doctor (JD), University of Miami, Coral Gables, FL
- Bachelor of Arts (BA), University of Miami, Coral Gables, FL



Susan Roeder Martin

smartin@nasonyeager.com

Martin is a board-certified attorney with 39 years expertise in regulatory, administrative and environmental law. She has practice for over 25 years in the area of water, project development, procurement, and environmental law. She is an expert in Environmental Resource Permit (“ERP”), Mitigation Banking, and Conservation Easement issues. Board Certified Expert in Administrative Law, Chapter 120, F.S. and the Administrative Procedures Act.

Licenses, Certifications & Recognition

- Florida Bar Admission — 1983
- Florida Supreme Court Certified Mediator
- Florida Bar Board certified specialist
- LEED accredited professional
- AV rated by Martindale Hubbell and Florida Trend Legal Elite
- Leadership in Energy and Environmental Design (LEED) Accredited Professional
- Chair of the Environmental and Land Use Law Section, 2021-2022
- Executive Board Member, Statewide Florida Association of Environmental Professionals

Education

- Juris Doctor (JD) *cum laude*, University of Florida – 1983
- Bachelor of Science (BS), Florida Atlantic University – 1980
 - Class rank: number 2



Gray J. Crow

gcrow@nasonyeager.com

Crow is an attorney at Nason Yeager. With significant governmental law expertise, he practices primarily in the areas of land use, zoning, environmental, real estate, and legislative matters. He has experience with development approvals, legislative advocacy, regulatory compliance, and municipal law.

Prior to joining the firm, Crow served as an Assistant City Attorney for the City of Miami Beach and practiced with a prominent land use law firm. During his tenure with the City of Miami Beach, he served as counsel to the Office of Mayor and Commissioners, the Code Compliance Department, Procurement Department the Building Department, the Planning Department, and assisted with general litigation matters. He also served as a City Prosecutor and assisted the City with adjudicating violations of the City's Land Development Regulations. In private practice, he has advised a diverse clientele of property owners, business owners, and organizations and provided guidance on complex municipal regulations, as well as counsel on best practices for regulatory compliance.

Crow is a graduate of the University of Miami, where he was recruited and accepted a scholarship to play quarterback on the football team. He is also a graduate of the University of Miami School of Law. During law school, Crow had the privilege to work as a judicial intern for the Honorable Bronwyn C. Miller, during her tenure with the Eleventh Judicial Circuit of Florida, and the Honorable Jose E. Martinez of the Southern District of Florida.

Certifications & Recognition

- Named to the University of Miami Alumni Association's "30 Under 30" list
- Currently serves as an adjunct professor at a local university and lectures on topics such as political science, property law, and construction law

Education

- Juris Doctor (JD) *cum laude*, University of Miami School of Law – 2020
- Bachelor of Arts (BA), University of Miami – 2015

D. OTHER INFORMATION REQUIRED

Judgments or Lawsuits Within the Last Five Years

- **Claim L-300-1025277 The Countryside Homeowners Association, Inc. vs. Karen MacKellar and Nason, Yeager, Gerson, Harris & Fumero, P.A.**
 - o On May 1, 2020, Nason Yeager was served with a Summons and Complaint in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida under Case No. 2020CA004619. Countryside alleges that Karen MacKellar misappropriated Countryside funds as compensation to herself during her time served as Treasurer and on the Board. Countryside alleges that during the time of Ms. MacKellar's tenure, Nason Yeager, as counsel for Countryside, failed to provide proper guidance in the governance of Countryside representation as a homeowners' association and that Nason Yeager is allegedly the cause of the misappropriation of said funds by Ms. MacKellar. On December 21, 2023, counsel for Nason Yeager successfully secured Summary Judgment on all claims except for one minor claim regarding Plaintiff's claim that no election was held from 2018-2020. Nason Yeager counsel is continuing to pursue this remaining claim by moving for a partial Summary Judgment, or, if necessary, trial. Damages should be nominal.

- **Claim L-300-1043372 Oasis Capital, LLC / Nason, Yeager, Gerson, Harris & Fumero, P.A. and Brian Bernstein**
 - o On December 14, 2022, a claim was reported to the carrier regarding Oasis Capital, LLC, a Nason Yeager client of Brian Bernstein. A Summons and Complaint were filed in the US District Court, Southern District of Florida on December 13, 2022, by Oasis Capital LLC which alleges that Brian Bernstein and/or Nason Yeager breached the standard of care and their fiduciary duties by failing to properly advise Oasis Capital in certain investment/funding transactions. The matter is completing the discovery phase and has been set for Trial in September 2024.

- **Claim L-300-1036013 U.S. Data Mining Group Inc. / Nason, Yeager, Gerson, Harris & Fumero, P.A. and Brian Bernstein**
 - o On September 7, 2021, a claim was reported to the carrier regarding U.S. Data Mining Group, Inc.'s representation by Brian Bernstein in which U.S. Data Mining Group alleged negligent legal representation regarding a series of securities offerings between December 2020 and April 2021. A Complaint was served on the firm on October 4, 2021, and an Amended Complaint was filed on January 10, 2022, in this matter. Mediation was held on April 3, 2023, and the case was settled. The Settlement Agreement was signed, and Final Order of Dismissal was filed on May 3, 2023, to close the case.

Employed Lobbyists and the Areas in Which They Lobby.

- The Firm does not employ any lobbyists.

Potential Conflict(s) of Interest

I am the City Attorney for the City of Okeechobee (the "City") and the City is a member of the OUA Board of Directors. However, the City and OUA are not adversarial. The City and the OUA are both

parties to the Interlocal Agreement. The parties are not directly adverse now because there is no active claim or controversy between them. Instead, the City and OUA are partners in ensuring adequate water and wastewater services for the residents. Based on my review there is no conflict of interest.

However, if necessary, the Firm can create a conflict waiver in which both sides are notified that we believe we can provide competent and diligent representation to both clients, the representation is not prohibited by law, the representation does not involve us asserting a position adverse to the OUA in the same proceeding, and both clients give informed consent, which is then confirmed in writing.

Business License Number, State Issued and Classifications, Your Authorization to Perform Work in Florida, and Any Other Licenses Applicable.

- The enclosed documents include the Firm's business license. The Firm is not aware, or need for, a state-issued business license.
- Also included are the business tax receipts for The City of Boca Raton and The Firm's SunBiz record.

W-9 Form.

- W-9 Form is attached at the end of this section.

References

- **Central County Water Control District – District Attorney**
Reference: Rebecca Hernandez, Interim District Manager
Contact: (863) 983-5797 – assistantdistrictmanager@ccwcdfl.com
- **City of Okeechobee – City Attorney**
Reference: Gary Ritter, City Administrator
Contact: (863) 763-9811 – gritter@cityofokeechobee.com
- **Port of Palm Beach District – District Attorney**
Reference: Michael Meekins, Executive Director
Contact: (561) 383-4131 – MMeekins@portofpalmbeach.com

All public sector clients for past five (5) years

- Central County Water Control District
- Bonita Springs Utility Authority
- Port of Palm Beach
- Palm Beach County School Board
- City of Okeechobee
- Lakefront Community Development District

All billing invoices for all public sector clients for the last twelve (12) months in accordance with public records laws

- Invoices are attached at the end of this section in the Original Copy, as well as the Digital Copy. Per my conversation with Mr. Hayford, due to the size of the document, it is not included in the additional eight (8) copies.

Statement of assurance that the Attorney/Firm is not presently in violation of any statutes or regulatory rules that might have an impact on your Firm's operations, including those of The Florida Bar Association, etc., and provide a summary of any litigation filed against the Firm or key personnel in the last three (3) years related to similar type of services requested.

- Affirmed; the Firm is not in violation of any statutes or regulatory rules.

LOCAL BUSINESS TAX
RECEIPT # BTR-00063869

CITY OF BOCA RATON
BUSINESS TAX AUTHORITY

THIS IS NOT A BILL
Any changes in name address,
suite, ownership, etc. will require a
new application within 15 days to
avoid penalty or the license is null
and void.

NASON, YEAGER, GERSON, HARRIS &
FUMERO, P.A.
JOHN J. FUMERO
750 PARK OF COMMERCE BLVD 210
BOCA RATON, FL 33487

BUSINESS TAX RECEIPT
CERTIFICATE OF USE
EXPIRES: 9/30/25

Current Year Taxes \$105.00
Total paid: \$105.00

NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A.
750 PARK OF COMMERCE BLVD 210
BOCA RATON, FL 33487

has paid the business tax at the above address for the period
beginning the 1st day of October and ending the 30th day of
September to engage in the business, profession or occupation of:

Classification: ATTORNEY**
Zoning Restrictions:

EACH

Welcome to the City of Boca Raton

We are proud to have your business in our city. Please **VERIFY** all information on your Business Tax Receipt/Certificate of Use and notify us by email at businesslicenses@myboca.us immediately if there are any errors.

All changes require an application with proper fees and documentation within 15 days of the change to avoid a penalty. If you make any changes to the business (examples: change of address within the city, expansion of space, change of ownership, change of business name, change of applicant/qualifier name, change of mailing address, change in nature of business operated, or add a new type of business at the same or at a different location) a new application must be filed within 15 days of the change to keep the account current and avoid paying a penalty. Please make sure the Division of Corporations (sunbiz.org) reflects all changes and submit a copy of your SUNBIZ filing with the application.

POST the top portion of this document at the above-referenced location in a place where it may be seen in public view.

DEACTIVATION: If you cease to operate this business entity, notify our office with proof that the Division of Corporations filing has been inactivated, including both Corporate and Fictitious Name filings. If the business has moved out of the city, notify our office with proof that the principal address has been changed on Division of Corporations. All signage for discontinued business must be removed within 10 days.

A COURTESY EMAIL RENEWAL NOTICE will be sent to the email address on record 30 to 60 days prior to expiration. If you do not receive the renewal notice, you are still required to pay your business tax by September 30th. Late fees and penalties will not be waived if you do not receive the notice.

RENEWAL of Business Tax may be done on-line through [EHUB](#), in person, by using the drop-box, by mail, or at our physical location 200 NW 2nd Ave Boca Raton. Required regulatory documentation must be submitted if applicable.

FAILURE TO PAY your Business Tax before the close of business on September 30th will cause penalties to be applied towards your business tax renewal as indicated below:

Please call us at 561-393-7937 if you have any questions relating to your business needs.

PAYMENT AND PENALTY SCHEDULE

DATE PENALTY

EFFECTIVE:	SEPT 30	OCT 1	NOV 1	DEC 1	JAN 1	MAR 1
PENALTY:	0%	10%	15%	20%	25%	25% + \$250.00

LOCAL BUSINESS TAX
RECEIPT # BTR-00074885

CITY OF BOCA RATON
BUSINESS TAX AUTHORITY

THIS IS NOT A BILL
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suite, ownership, etc. will require a
new application within 15 days to
avoid penalty or the license is null
and void.

NASON, YEAGER, GERSON, HARRIS &
FUMERO, P.A.
SUSAN MARTIN
750 PARK OF COMMERCE BLVD 210
BOCA RATON, FL 33487

BUSINESS TAX RECEIPT
CERTIFICATE OF USE
EXPIRES: 9/30/25

Current Year Taxes \$105.00
Total paid: \$105.00

NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A.
750 PARK OF COMMERCE BLVD 210
BOCA RATON, FL 33487

has paid the business tax at the above address for the period
beginning the 1st day of October and ending the 30th day of
September to engage in the business, profession or occupation of:

Classification: ATTORNEY**
Zoning Restrictions:

EACH

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FAILURE TO PAY your Business Tax before the close of business on September 30th will cause penalties to be applied towards your business tax renewal as indicated below:

Please call us at 561-393-7937 if you have any questions relating to your business needs.

PAYMENT AND PENALTY SCHEDULE

DATE PENALTY

EFFECTIVE:	SEPT 30	OCT 1	NOV 1	DEC 1	JAN 1	MAR 1
PENALTY:	0%	10%	15%	20%	25%	25% + \$250.00

LOCAL BUSINESS TAX
RECEIPT # BTR-005863

CITY OF BOCA RATON
BUSINESS TAX AUTHORITY

THIS IS NOT A BILL
Any changes in name address,
suite, ownership, etc. will require a
new application within 15 days to
avoid penalty or the license is null
and void.

NASON, YEAGER, GERSON, HARRIS &
FUMERO, P.A.
GRAY CROW
750 PARK OF COMMERCE BLVD #210
BOCA RATON, FL 33487

BUSINESS TAX RECEIPT
CERTIFICATE OF USE
EXPIRES: 9/30/25

Current Year Taxes \$105.00
Total paid: \$105.00

NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A.
750 PARK OF COMMERCE BLVD #210
BOCA RATON, FL 33487

has paid the business tax at the above address for the period
beginning the 1st day of October and ending the 30th day of
September to engage in the business, profession or occupation of:

Classification: ATTORNEY
Zoning Restrictions:

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PAYMENT AND PENALTY SCHEDULE

DATE PENALTY

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PENALTY:	0%	10%	15%	20%	25%	25% + \$250.00



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A.

Filing Information

Document Number	601864
FEI/EIN Number	59-1280063
Date Filed	12/31/1969
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	05/28/2021
Event Effective Date	06/01/2021

Principal Address

3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Changed: 12/04/2015

Mailing Address

3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Changed: 12/04/2015

Registered Agent Name & Address

Gerson, Gary N. , Esq.
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Name Changed: 04/17/2018

Address Changed: 02/12/2016

Officer/Director Detail

Name & Address

Title D, Chairman of the Board

ARMOUR, ALAN II
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Executive Secretary

Schlechter, Amanda P
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title DP

GERSON, GARY N
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title DIRECTOR, EXECUTIVE TREASURER

HARDING, GEORGE E
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title DIRECTOR, DEPUTY CHEIF FINANCIAL OFFICER

HARRIS, MICHAEL D
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title CEO

HICKEY, BRIAN C
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title D, Executive VP

FUMERO, JOHN J
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title CFO

NULLMAN, MICHAEL H
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title TREASURER

BERNSTEIN, BRIAN S
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title VP

Levenstein, Richard H
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Secretary

Gellen, David J.
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Asst. VP

Gutin, Adam
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Asst. Treasurer

Jette, Christopher
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Asst. Secretary

Hyden, R. Gregory
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Asst. CFO

Tennyson, Noah
3001 PGA BLVD
SUITE 305

PALM BEACH GARDENS, FL 33410

Title Chief Marketing Officer

Pearlman, Brian
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Asst. Chief Marketing Officer

Martin, Susan Roeder
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Chief Administrative Officer

DiComo, Philip
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title COO

Regnery, Ellen
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Asst. Chief Administrative Officer

Flanigan, John
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Chief Business Development Officer

Woodfield , Gary
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Asst. Chief Business Development Officer

Garber, Jeffrey
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Asst. Chief Legal Officer

Resk, Terry
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Chief Legal Officer

Walk, Gary
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Asst. COO

Jankowski, Brad
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Title Asst. CEO

Christakis, Constantine
3001 PGA BLVD
SUITE 305
PALM BEACH GARDENS, FL 33410

Annual Reports

Report Year	Filed Date
2022	03/31/2022
2023	04/18/2023
2024	04/23/2024

Document Images

04/23/2024 -- ANNUAL REPORT	View image in PDF format
04/18/2023 -- ANNUAL REPORT	View image in PDF format
03/31/2022 -- ANNUAL REPORT	View image in PDF format
09/24/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
05/28/2021 -- Merger	View image in PDF format
03/18/2021 -- ANNUAL REPORT	View image in PDF format
03/27/2020 -- ANNUAL REPORT	View image in PDF format
01/10/2019 -- ANNUAL REPORT	View image in PDF format
10/23/2018 -- Name Change	View image in PDF format
04/17/2018 -- ANNUAL REPORT	View image in PDF format
04/13/2017 -- ANNUAL REPORT	View image in PDF format
02/12/2016 -- ANNUAL REPORT	View image in PDF format
01/16/2015 -- ANNUAL REPORT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. NASON YEAGER GERSON HARRIS & FUMERO PA	
2 Business name/disregarded entity name, if different from above NASON YEAGER GERSON HARRIS & FUMERO PA	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 3001 PGA BLVD, SUITE 305	Requester's name and address (optional)
6 City, state, and ZIP code PALM BEACH GARDENS, FL 33410	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9	-	1	2	8	0	0	6	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 2/15/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

E. INSURANCE

Describe liability insurance coverage carried. Indicate the ability to hold harmless, indemnify and defend the OUA for losses, costs and expenses arising from liability claims resulting from alleged negligence.

Provide evidence of coverage for workers compensation insurance.

Provide certificate of insurance for professional and general liability with limits of at least \$1,000,000.00.

- All requested insurance documents begin on the following page.



ALLIED WORLD SURPLUS LINES INSURANCE COMPANY
1690 New Britain Ave., Suite 101, Farmington, CT 06032 Tel. (860) 284-1300 Fax (860)
284-1301

ALLIED WORLD *LPL ASSURE E&S*
LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

POLICY NUMBER:

RENEWAL OF:

THIS IS A CLAIMS MADE POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, AND REPORTED IN ACCORDANCE WITH SECTION V.E. OF THE POLICY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES AND CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION AMOUNT. IN NO EVENT WILL THE INSURER BE LIABLE FOR CLAIMS EXPENSES OR DAMAGES IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

DECLARATIONS

Item 1. Name and Mailing Address of Named Insured:

Nason, Yeager, Gerson, Harris & Fumero, P.A.
3001 PGA Boulevard, Suite 305
Palm Beach Gardens, FL 33410

Item 2. Policy Period:

- (a) Inception Date: June 1, 2024
- (b) Expiration Date: June 1, 2025

At 12:01 a.m. Standard Time at the Mailing Address Shown Above

Item 3. Limits of Liability:

I. Limits of Liability for Insuring Agreements

\$5,000,000 Limit of Liability for each and every Claim under Insuring Agreement I.

II. Limits of Liability for Additional Coverages

- (a) \$25,000 Shared Aggregate Limit of Liability for all amounts payable under Additional Coverage A., Supplemental Privacy Coverage.

- (b) \$500,000 Limit of Liability for each and every Claim under Additional Coverage B., Non-Profit Directors & Officers Coverage.

\$500,000 Limit of Liability for all Claims under Additional Coverage B., Non-Profit Directors & Officers Coverage.

- (c) \$30,000 Limit of Liability for all personal earnings, under Additional Coverage C.; provided that this Limit of Liability is further limited as follows:

- (i) \$500 for personal earnings lost each day

- (ii) \$15,000 for personal earnings per Claim

- (d) \$20,000 Limit of Liability for all fees, costs and expenses incurred from each and every Disciplinary Proceeding under Additional Coverage D.

\$60,000 Limit of Liability for all fees, costs and expenses incurred from all Disciplinary Proceedings under Additional Coverage D.

- (e) \$10,000 Limit of Liability for all fees and costs incurred from the Insured receiving a Subpoena arising out of Legal Services under Additional Coverage E.

III. Policy Aggregate Limit of Liability

\$5,000,000 Aggregate Limit of Liability for all amounts payable under Insuring Agreement I. and Additional Coverages A. and B. The Aggregate Limit of Liability does not apply to the Additional Coverages C., D. and E.

Item 4. Retentions:

- (a) \$100,000 each and every Claim under Insuring Agreement I.
- (b) \$5,000 each and every Material Event; each and every Privacy Wrongful Act; and each and every Data Breach under Additional Coverage A.
- (c) \$5,000 each and every Claim under Additional Coverage B.

No Retention shall apply to Additional Coverages C., D. and E.

Item 5. Address of Insurer For Notices Under This Policy:

Claim-Related Notices:
noticeofloss@awac.com

All Other Notices:

1690 New Britain Avenue, Suite 101
Farmington, CT 06032

Item 6. Premium: \$261,978.00

Item 7. Retroactive Date: Full Prior Acts

Item 8. Prior Knowledge Date: June 01, 2023

Item 9. Endorsements Attached at Issuance:

1. SVC 00010 00 AWSLIC (04/2016) Service Of Suit
2. LPL ES 00060 00 (08/2016) Selection of Defense Counsel (Add Consent of Named Insured)
3. LPL ES 00068 00 (08/2016) Minimum Earned Premium Endorsement
4. LPL ES 00101 00 (08/2016) Additional Insured, No Additional Premium
5. LPL ES 00132 09 (12/2020) ALA Endorsement
6. LPL ES 00142 00 (12/2020) Executive Committee Endorsement

In Witness Whereof, the **Insurer** has caused this Policy to be executed and attested. This Policy shall not be valid unless countersigned by a duly authorized representative of the **Insurer**.



President



Asst. Secretary



AUTHORIZED REPRESENTATIVE



QBE Specialty Insurance Company
55 Water Street, New York, NY 10041

Home Office: c/o CT Corporation, 314 East Thayer Avenue, Bismarck, ND 58501

EXCESS INSURANCE POLICY DECLARATIONS

THIS POLICY IS A CLAIMS MADE POLICY AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENT AMOUNTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY.

Item 1: Named Insured: Nason Yeager Gerson Harris & Fumero, P.A.
Mailing Address: 3001 PGA Boulevard, Suite 305
Palm Beach Gardens, FL 33410

Item 2: Policy Period
From: June 01, 2024 To: June 01, 2025
At 12:01 A.M. Standard Time at the mailing address stated in Item 1

Item 3: Limit of Liability
A. \$2,000,000 any one Claim
B. \$2,000,000 in the aggregate

Item 4: A. Followed Policy
Insurer: Allied World Surplus Lines Insurance Company
Policy Number: 0313-8421
Limits of Liability: \$5,000,000/\$5,000,000
Policy Period: June 01, 2024 to June 01, 2025

B. Underlying Insurance: N/A

Item 5: Premium and Applicable Charges
Premium: \$36,594.00

Item 6: A. Notice to Insurer of a Claim or circumstance: QBE Specialty Insurance Company
Attn: The Claims Manager
55 Water Street
New York, NY 10041
1-877-772-6771
professional.liability.claims@us.qbe.com

B. All Other Notices to Insurer: QBE Specialty Insurance Company
Attn: Underwriting
55 Water Street
New York, NY 10041
1-877-772-6771
mlpladmin@us.qbe.com

In witness whereof, the Insurer has caused this Policy to be executed, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

Julie Wood
President

Mark Pasko
Secretary

May 10, 2024
Date

Technology Insurance Company, Inc.

A Stock Insurance Company

WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY

WC 99 00 01 B
1 of 5
INFORMATION PAGE

Ncci Code: 39071

1. Insured:

Nason, Yeager, Gerson, Harris Y Fumero, PA
3001 PGA Blvd Suite 305
Palm Beach Gardens, FL 33410

Other workplaces not shown above:

See Extension of Information Page

Producer:

Anchorage Insurance Solutions, Inc.
3801 PGA Blvd STE 600 -#5941
Palm Beach Gardens, FL 33410

Policy Number: TWC4491199

Individual Partnership

Corporation or _____

Federal Tax ID: 591280063

Risk Id:

Renewal of: TWC4314557

2. The policy period is from 10/1/2024 to 10/1/2025 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Arkansas, Florida

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
	\$1,000,000 each accident	\$1,000,000 policy limit	\$1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except ND, OH, WA, WY and State(s) Designated in Item 3.A

D. This policy includes these endorsements and schedules: See Extension of Information Page

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM

6,183

STATE ASSESSMENT

0

TOTAL ESTIMATED COST

6,183

Minimum Premium

350

Deposit Premium

621

Issue Date: 8/30/2024

Countersigned by: _____

Authorized Representative



QBE Specialty Insurance Company
55 Water Street, New York, NY 10041

Home Office: c/o CT Corporation, 314 East Thayer Avenue, Bismarck, ND 58501

EXCESS INSURANCE POLICY DECLARATIONS

THIS POLICY IS A CLAIMS MADE POLICY AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENT AMOUNTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY.

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1-877-772-6771
professional.liability.claims@us.qbe.com

B. All Other Notices to Insurer: QBE Specialty Insurance Company
Attn: Underwriting
55 Water Street
New York, NY 10041
1-877-772-6771
mlpladmin@us.qbe.com

In witness whereof, the Insurer has caused this Policy to be executed, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

Julie Wood
President

Mark Pasko
Secretary

May 10, 2024
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Okeechobee Utility Authority

By Gray J. Crow, Associate
print individual's name and title

For Nason, Yeager, Gerson, Harris & Fumero, P.A
(print name of entity submitting sworn statement)

Whose business address is 3001 PGA Blvd., Suite 305, Palm Beach Gardens, FL 33410 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1280063 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state of the United States, including but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons

when not for fair market value under an arm's length Contract, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives and partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies). Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.071, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


Signature

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing was executed before me this 25th day of September, 2024, by means of physical presence by Gray J. Crow, who is personally known to me or produced a driver's license as proof of identity.



Notary Public, State of Florida

(Stamp/Seal)



G. ADDITIONAL INFORMATION

Any additional information that would be helpful to the OUA in evaluating qualifications to serve as OUA Attorney.

- Not applicable

H. AVAILABILITY

Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support.

Mr. Fumero has workload availability to take on OUA as a client. In addition to Mr. Fumero, the OUA Legal Team is comprised of Susan Martin and Gray Crow. By including a 3-attorney legal support Team, this shall ensure that the OUA has the requisite legal support and capabilities that it always requires. All the attorneys on the Team have sufficient current and anticipated workload capacity to take on OUA as a client. In addition to the attorneys on the OUA Legal Team, the firm has additional attorneys with various areas of expertise to provide specialized legal support when needed. Moreover, the firm has 5 Florida Bar Certified Paralegals to provide additional cost-effective support when needed.

The list of governmental clients below identifies the current, routine obligations of which present no conflict with the OUA's monthly Board of Directors meeting on the third Tuesday of every month at 8:00 a.m.

- **Central County Water Control District – Board of Supervisors Meetings**
Occurrence: Fourth Wednesday of every month at 7:00 p.m.
Location: Clewiston

- **City of Okeechobee – City Council Meetings**
Occurrence: First and third Tuesday of every month at 6:00 p.m.
Location: Okeechobee

- **Port of Palm Beach District – Board of Commissioners Meetings**
Occurrence: Third Thursday of every month at 4:00 p.m.
Location: Riviera Beach

CONTRACT FOR LEGAL SERVICES

THIS CONTRACT made and entered into this 29th day of October, 2024, by and between **OKEECHOBEE UTILITY AUTHORITY**, hereinafter called Authority, whose address is 100 SW 5th Avenue, Okeechobee, FL 34974, and **NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A.**, whose address is 750 Park of Commerce Boulevard, Suite 210, Boca Raton, FL 33487, hereinafter called Attorney.

WITNESSETH: That the Authority hereby employs and retains Attorney as general counsel to the Authority on the following terms and conditions:

A. LEGAL SERVICES TO BE PROVIDED BY ATTORNEY:

1. Attendance and representation of the regularly scheduled meetings of the Board of the Authority each month, together with special meetings of the Board of the Authority, when and if such special meetings are called, and act as parliamentarian for the conduct of such meetings.
2. Advise the Authority on legal matters upon the request of any of its Board members or its Executive Director.
3. Review of construction contracts, bid letting procedures and surety and contractual bonds in connection therewith.
4. Preparation, negotiation, or review of contracts with providers or sources of water supply when necessary.
5. Negotiation and drafting of, and revisions to, legal documents, such as developer's agreements and construction contracts, as requested by the members of the Board of the Authority or its Executive Director.
6. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites of water supply, pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.
7. Legal representation concerning operational issues that may arise through communication with the Executive Director of the Authority, or its Board Members.
8. Coordination with and among the members of the Board of the Authority, its staff, and other governmental entities concerning permitting or other local governmental issues.

9. Assist in obtaining necessary permits and certificates from county and municipal bodies, from state regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
10. Cooperate with the engineer employed by property owners in connection with preparation of tract sheets, easements and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits and other instruments.
11. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.
12. Preparation of resolutions, policies, and procedures concerning Authority matters, as requested by the Board of the Authority or its Executive Director.
13. Any other legal services deemed necessary, by the Board or Executive Director.

B. COMPENSATION:

1. The Authority shall pay the attorney a retainer of TWENTY-FIVE HUNDRED DOLLARS (\$2,500.00) each month for services rendered as general counsel to the Authority. In addition to the monthly retainer, the Attorney shall be paid the sum of THREE HUNDRED DOLLARS (\$300.00) per hour for time spent on behalf of the Authority each month. Fractional hours shall be rounded to 1/4 hour increments. The Attorney will keep accurate records of time devoted to work on behalf of the Authority for billing purposes, including conferences conducted in person or by telephone or electronically, negotiations, legal research, file review, document preparation, review and revision and other activities related to representation of the Authority.
2. The Authority shall reimburse the Attorney for costs incurred on behalf of the Authority, such as court filing fees, mileage and travel expenses, telecomputer, long distance telephone calls, courier charges, photocopying, postage and clerical overtime; said expenses to be substantiated by toll call tickets and/or paid receipts.
3. The Attorney will submit invoices to the Authority on a monthly basis which shall be due and payable upon receipt by the Authority.
4. In certain litigation matters, the prevailing party may be awarded attorney's fees. If attorney's fees are awarded to the Authority, those fees (to the extent collected) will be applied to reduce fees owed by the Authority to the Attorney. If the court awards

attorney's fees in excess of the amount charged by the Attorney, then such excess shall be deemed earned by and paid to the Attorney.

C. TERM OF EMPLOYMENT

Beginning October 22, 2024, and continuing until terminated by either party by giving not less than ninety (90) days written notice in advance of the termination date.

D. OTHER REPRESENTATION:

Notwithstanding the representation of the Authority pursuant to this Agreement, the Attorney shall not be precluded from representing the City of Okeechobee and other clients in matters such as, but not limited to obtaining permits, requesting land use or zoning changes, eminent domain actions, or resolving disputes, and such representation shall not be deemed a conflict of interest, provided that such representation does not conflict, with the Attorney's representation of the Authority as set forth in this Contract. In the event of a conflict of interest, the Authority and the Attorney agree to address and discuss such conflict of interest and, if such conflict is waivable, the Authority agrees to execute a waiver of conflict letter.

E. MISCELLANEOUS

1. No Assignment. No Party shall assign this Agreement or any of its rights or obligations hereunder without the other Parties' prior written consent.
2. Modification. To be effective, any modification or amendment to this Agreement shall be in writing, signed by all Parties hereto.
3. Waiver. To be effective, any waiver of any provision of this Agreement or any right hereunder shall be in writing, signed by the party against whom enforcement of such waiver is sought. 1 No failure to exercise or delay in exercising any right or remedy arising hereunder shall preclude any other or further exercise thereof or the exercise of any other right or remedy.
4. Notices. To be effective, any notice required under this Agreement shall be made in writing and shall be deemed delivered as follows: (a) three days after being sent by U.S. certified mail, return receipt requested, postage pre-paid thereon, or (b) one day after being placed with a nationally-recognized overnight courier service, postage pre-paid thereon. Such notices shall be addressed to the other party at the address indicated above or such other address as such party may designate in writing pursuant to this Section.
5. Survival. All of the provisions of this Agreement which expressly or by their nature, should extend beyond expiration or termination of this Agreement, shall survive and

remain in full force and effect and apply to each party's respective affiliates, successors, and permitted assigns.

6. **Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws principles. The state courts having jurisdiction in Okeechobee County, Florida shall have exclusive jurisdiction to resolve any dispute arising out of this Agreement. Each party hereby consents to submit to the personal jurisdiction of such courts.
7. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any kind or nature.
8. **Headings.** The headings in this Agreement are inserted for the purpose of convenience only and shall not be used to construe the meaning of any provision herein.
9. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement is invalid or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.
10. **Entire Agreement; Conflict.** This Agreement and all Exhibits attached hereto shall constitute the entire agreement and understanding between the parties with respect to the subject matter herein and shall supersede and replace all prior and contemporaneous agreements, whether written or oral, regarding such subject matter. In the event of a conflict between any term and condition in this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the Authority has caused these presents to be executed in its name by its duly authorized officer and attested by its Executive Director, and Attorney has caused these presents to be executed by its duly authorized officer the day and year first above written.

OKEECHOBEE UTILITY AUTHORITY

By: _____
Steven D. Nelson, Chairman

ATTEST:

John F. Hayford, Executive Director

WITNESSES:

As to Authority

NASON, YEAGER, GERSON, HARRIS &
FUMERO, P.A.

By: _____
JOHN J. FUMERO
Title: _____

As to Attorney

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 20

OCTOBER 29, 2024

PURCHASE OF NEW BUSINESS PROCESSING SOFTWARE

Presently the Authority uses Springbrook 7.16 for the processing and recording of all operational transactions such as: Utility Billing, General Ledger (Accounting), Inventory Management and Purchase Order control.

However, due to the instability of the current version of Springbrook (v7.16), the proprietor (Springbrook) has recommended that the Authority upgrade to its cloud version due to:

- Instability of version 7.16 which has resulted in downtime.
- Limited resource personnel equipped with 7.16 knowledge.

In addition to the above short comings of the present version of Springbrook, staff was able to identify other limitations including:

- Limitation when performing data mining operation.
- Inability to perform some standard accounting control.

Given the inefficiency of Springbrook, some of which remains outstanding in their upgraded cloud version, staff took the opportunity to explore the availability of other business process software in the market, with an emphasis on software used by Municipalities and Special Districts.

Following the review and evaluation of a number of software, BS&A was consistently noted as the software of choice amongst a number of Municipalities.

Positive of BS&A

1. Software is Windows based and therefore easily understood.
2. Allows for the extraction of additional data compare to Springbrook.
3. Compatible with Advanced Metering Infrastructure (AMI).
4. Compatible with proposed online payment system.
5. Allows for efficient management of vendor payments via ACH, which will eliminate issuing of checks i.e. A Best Practice of GFOA.
6. Multiple experiences in converting Springbrook data.
7. Incorporates Human Resources Management (HR & payroll), which will eliminate the continued use of ADP.

Software upgrade included in FY25 budget is:

BS&A Implementation - \$150,000.00

Attached is a copy of BS&A's quotation to OUA – dated 10.15.2024:

BS&A Quotation - \$146,355.00

Attached are copies of the following support documentation:

1. BS&A Profile.
2. BS&A quotation.
3. Schedule D – FY25 Budget. Please refer to Admin Department Budget.

Following discussions, staff recommends the Board's approval be granted to issue a purchase order to BS&A in the sum of \$146,355.00

	A	B	C	D	E	F	G
1				Okeechobee Utility Authority			06/11/2024
2				FY25 Budget			
3				Proposed Departmental Capital Expenditures			
4						Operating	Capital
5				DEPARTMENT TOTALS			
6				ADMINISTRATION		22,000	500,000
7				MAINTENANCE		8,000	208,950
8				WATER		5,000	161,676
9				WASTEWATER		5,600	532,800
10				METER		4,200	0
11					TOTALS	44,800	1,403,426
12				Administration			
13				Administration Office			350,000
14				BS&A - Development & Implementation			150,000
15				Hardware for BS&A-Register etc. (6)		10,000	
16				BS&A or Springbrook Training		10,000	
19				New computer		2,000	
20					Sub Total Administration	22,000	500,000
21				Maintenance			
28				Skid Steer loader with accessories			75,000
29				Replace Truck 516 Silverado 3500 HD			66,000
30				6" BBA BA150KS Sewer & Trash Pump			67,950
31				Handheld Tablets (10 units)		8,000	
32							
33					Sub Total Maintenance	8,000	208,950
34				Water			
35							
36				2 Filter valve actuators			30,000
37				Replacement of Chlorine Skid			41,676
38				Chemical pumps		5,000	40,000
39							
40				Chiller			50,000
41							
42							
43					Sub Total Water	5,000	161,676
44				Wastewater			
45				Clarifier rebuild			227,800
46				Bar Screen Auger repair		600	
47				Utility trailer		5,000	
48							
49				Dump Trailer			14,000
50				Replace truck 435 (F150 4X4)			66,000
51							
52				Replace & Relocate MCC 200			200,000
53				Replace MCC 300,400, 500 & 600 (FY28)			
54				Wireless Cameras			25,000
55					Sub Total Wastewater	5,600	532,800
56				Meter			
57				Leaf Blower & Hedge Trimmer		1,000	
58				Handheld Tablets (4 units)		3,200	
59					Sub Total Meter	4,200	0

Company Profile



Founded:	1987
Headquarters:	Bath, Michigan
Support Staff Located:	Primarily Bath, Michigan, but all US Based
Employees:	287
Active Clients:	2523
Florida Clients:	44
% of Clients That are Local Government:	100%
Annual Gross Income:	Over \$45 million
Major Product Suites:	Financial Management, Personnel, Utilities Management, Community Development, Property Tax
Customer Retention:	Over 99% since 1987
Current Solution:	BS&A Cloud, Released 2021
Cloud Environment:	Microsoft Azure
Database Engine:	Microsoft SQL

Proposal for:
Okeechobee Utility Authority, Okeechobee County FL
October 15, 2024
Quoted by: Steve Rennell

Software and Services for BS&A Cloud



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support. BS&A Software reserves the right to increase Module fees annually by the greater of 5% or the change in the Consumers Price Index for all Urban Consumers (CPI-U).

Cloud Modules

Financial Management

General Ledger	\$3,320
Accounts Payable	\$2,705
Cash Receipting	\$3,015
Fixed Assets	\$2,460
Purchase Order	\$2,645
Inventory Management	\$2,585
Utility Billing (9,950 customers)	\$11,940

BS&A Online

Public Records Search + Online Bill Pay <i>With use of integrated Credit Card Processor</i>	\$1,760
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Subtotal **\$30,430**

Data Conversions/Database Setup

Convert existing Springbrook data to BS&A format:

General Ledger (COA, Balances, Budget, Up to 5 Years Journal Transaction history)	\$3,190
Accounts Payable (Vendors, Up to 5 years invoices and check history)	\$2,730
Cash Receipting (Receipt items, Up to 5 years receipt history)	\$2,805
Inventory Management (Inventory items, counts and pricing)	\$5,000
Utility Billing (Accounts, Services, Deposits, Rates, Meters; Up to 5 Years of Service, Billing & Payment History)	\$16,900

Convert existing Excel data to BS&A format:

Fixed Assets (Asset information)	\$2,680
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Subtotal **\$33,305**

No conversion or database setup to be performed for:

Purchase Order

Custom Import

UB Meter Import

\$2,500

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$16,750

Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	4	\$4,000
Financial Management Modules	Days:	28	\$28,000
	Total:	32	Subtotal \$32,000

Post-Go Live Assistance

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A applications
- Assist customers with more detailed and advanced report options available within the BS&A applications
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Post-Go Live for all applications for which training was performed Days: 4 **\$4,000**

Cost Totals

Modules	\$30,430
Data Conversions/Database Setup	\$33,305
Custom Import	\$2,500
Project Management and Implementation Planning	\$16,750
Implementation and Training	\$32,000
Post-Go Live Assistance	\$4,000
Total Proposed	\$118,985
<i>Travel Expenses</i>	<i>\$27,370</i>

Payment Schedule

- 1st Payment: **\$50,055** to be invoiced upon execution of this agreement.
2nd Payment: **\$30,430** to be invoiced at activation of customer's site.
3rd Payment: **\$65,870** to be invoiced upon completion of training.

Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Cash Receipting Hardware

		Quantity		Cost
Epson THM-6000V Series Receipt Printer*	\$1,100	x	_____	= \$_____
APG Series 100Cash Drawer**	\$275	x	_____	= \$_____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$275	x	_____	= \$_____

This will add \$_____ to the Total Proposed.

**IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

Please provide the number of cash drawers that will be hooked up to the printer_____

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost. Returns require pre-approval, and all purchased equipment must be shipped back to BS&A in its original packaging. Returns are subject to a re-stocking fee of \$50.00.

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

**BS&A
CUSTOMER ORDER FORM**

This Customer Order Form (this "Order") is entered into as of the "Effective Date" identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 ("BS&A") and the "Customer" identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the "Parties" or individually as a "Party". The Parties hereby agree as follows:

Customer Name: Okeechobee Utility Authority, FL	Sponsor Contact:
Billing Address:	Sponsor Phone:
Accounts Payable Email:	Sponsor Email:

Platform and Fee Information

Effective Date:	
Platform Description: Those modules and feature packs of BS&A's proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
"Usage Limitations":	
<input type="checkbox"/> <i>Number of Authorized Users:</i> [INSERT # OF SEATS]	
<input type="checkbox"/> <i>Other:</i> [INSERT OTHER USAGE LIMITATIONS, IF ANY]	
"Initial Subscription Period": [One (1) year]	Subscription Fees: \$30,430, payable [annually].
Professional Services (if any): \$115,925	Service Fees (if any):
Other Customer Terms:	

The Customer Agreement (the "Agreement"), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the "Terms and Conditions"); (iv) the Pricing Sheet attached to this Order (the "Pricing Sheet"); and (v) any Statements of Work (each an "SOW") entered into by the parties, a form of which is attached to this Order .

BS&A SOFTWARE, LLC

OKEECHOBEE UTILITY AUTHORITY

Name: _____
Title: _____

Name: _____
Title: _____

EXHIBIT A
CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

1.1 **"Authorized User"** means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **"BS&A IP"** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 **"Business Contact Data"** means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **"Documentation"** means Company's end user documentation relating to the Platform, including any user guides.

1.6 **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **"Order"** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 **"Personal Information"** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **"Platform"** has the meaning set forth on the Order.

1.10 **"Professional Services"** means training, migration, implementation, integration, or other professional services that are memorialized in writing in a Statement of Work and provided to Customer in connection with its use of the Platform hereunder.

1.11 **"Statement of Work"** or **"SOW"** means a written statement of work for Professional Services executed by both Parties that incorporates this Agreement by reference.

1.12 **"Subscription Period"** means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

1.13 **"Third-Party Products"** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.14 **"Usage Data"** means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.15 “Usage Limitations” means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with [Section 15.9](#)), and non-sublicensable basis. Such use is limited to Customer’s internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users’ accounts.

2.2 Documentation License. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with [Section 15.9](#)), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer’s internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A’s detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party’s intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer’s or any Authorized User’s use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A’s provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party’s intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A’s access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with [Section 7.1](#) (any such suspension described in subclauses (i), (ii), or (iii), a “Service Suspension”). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any

loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement, BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform.'

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order or Statement of Work. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order or Statement of Work, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with

coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees (“Fees”) identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days’ notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A’s sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A’s other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer’s and its Authorized Users’ access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A’s income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “Confidential Information”). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“Representatives”). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-use and non-

disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, including all Business Contact Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the

Order (the “**Initial Subscription Period**”). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement’s express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a “**Renewal Subscription Period**” and together with the Initial Subscription Period, the “**Subscription Period**”).

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A’s delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer’s obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer’s obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer’s prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A’s personnel will not be eligible to participate in any of Customer’s employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier

(with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 **Force Majeure.** In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 **Amendment and Modification.** No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 **Waiver.** No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 **Governing Law; Submission to Jurisdiction.** To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of ~~Delaware~~ Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of ~~Delaware~~ Florida. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of ~~Florida~~ Delaware in each case located in ~~New Castle~~ Okechobee County, ~~Florida~~ Delaware—and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. ~~If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Delaware, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than New Castle County, Delaware, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).~~

15.9 **Assignment.** Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 **Export Regulation.** The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 **US Government Rights.** Each of the Documentation and software components that constitute the

Platform is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.32-2, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

15.12 E-Verify. BS&A certifies that it is registered with E-Verify, and is in compliance with Section 448.095 Fla. Stat. pertaining to the hiring of new employees.

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**EXHIBIT B
PRICING SHEET**

Cloud Modules

Financial Management

General Ledger	\$3,320
Accounts Payable	\$2,705
Cash Receipting	\$3,015
Fixed Assets	\$2,460
Purchase Order	\$2,645
Inventory Management	\$2,585
Utility Billing (9,950 customers)	\$11,940

BS&A Online

Public Records Search + Online Bill Pay <i>With use of integrated Credit Card Processor</i>	\$1,760
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Subtotal **\$30,430**

Data Conversions/Database Setup

Convert existing Springbrook data to BS&A format:

General Ledger (COA, Balances, Budget, Up to 5 Years Journal Transaction history)	\$3,190
Accounts Payable (Vendors, Up to 5 years invoices and check history)	\$2,730
Cash Receipting (Receipt items, Up to 5 years receipt history)	\$2,805
Inventory Management (Inventory items, counts and pricing)	\$5,000
Utility Billing (Accounts, Services, Deposits, Rates, Meters; Up to 5 Years of Service, Billing & Payment History)	\$16,900

Convert existing Excel data to BS&A format:

Fixed Assets (Asset information)	\$2,680
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Subtotal **\$33,305**

No conversion or database setup to be performed for:

Purchase Order

Custom Import

UB Meter Import	\$2,500
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Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$16,750

Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	4	\$4,000
Financial Management Modules	Days:	28	\$28,000
	Total:	32	Subtotal \$32,000

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 21

OCTOBER 29, 2024

MALLARD LANDING ENGINEERING AGREEMENT

The OUA publicly advertised the OUA Mallard Landing Gravity Sewer Expansion RFP on or about August 5, 2024, and received proposals on September 10, 2024. The OUA received one proposal from Holtz Consulting Engineers, Inc.

OUA staff (John Hayford & Greg Kennedy) along with Steve Nelson have reviewed the proposal and a copy attached of the proposal is attached for OUA Board review.

Since the OUA only received one proposal, Holtz was asked to prepare a scope of work and fee proposal. Please find attached the scope of work and fee proposal.

After review and discussion, OUA staff is recommending approval and requesting OUA Board action to execute the agreement with Holtz Consulting & Engineering, Inc.

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN OKEECHOBEE UTILITY AUTHORITY
AND
HOLTZ CONSULTING ENGINEERS, INC.
FOR
MALLARD LANDING GRAVITY SEWER EXPANSION

I. BACKGROUND

Holtz Consulting Engineers, Inc. (HCE) will provide engineering services for the survey, design, permitting, bidding, and services during construction for the extension of approximately 1,800 linear feet of 8-inch gravity sewer and six (6) manholes along NW 13th, NW 12th, NW 11th Street between NW 3rd Ave. and US 441 in Okeechobee Utility Authority's (OUA) utility service area. This work is to provide wastewater service to additional future customers. Work will include the development of construction plans and specifications for the extension of the gravity sewer system. The proposed gravity sewer system will be as depicted below and will connect to the proposed Mallard Landing gravity sewer system begin designed and constructed by others.



II. GENERAL SCOPE OF WORK

The OUA has requested comprehensive engineering services from HCE to provide survey, engineering design, permitting, bidding, and engineering services during construction services related to the gravity sewer extension. Specific tasks include the following:

1. Task 1 – Surveying Services
2. Task 2 – Engineering Design Services

3. Task 3 – Permitting Services
4. Task 4 – Bidding Services
5. Task 5 – Engineering Services During Construction

A detailed description of each task is described in greater detail below.

TASK 1: SURVEYING SERVICES

HCE shall enter into an agreement with BSM & Associates, Inc. (BSM) to provide survey services consisting of field topography and horizontal locations referenced by baseline stationing. BSM will prepare a route survey for the proposed gravity sewer. The survey will be in State Plane Coordinates, North American Datum of 1983, 2011 adjustment (NAD83-11). Elevations will be provided in North American Vertical Datum of 1988 (NAVD88). The route survey will be of NW 13th, NW 12th, NW 11th Street from NW 3rd Ave. to US 441 and will include the following: finish floor and septic location of developed lots, elevations no more than 50 feet apart and to extend 3 feet outside the Right of Way, location of all above ground improvements, and location of existing watermain (designated by OUA). The survey deliverable shall include an AutoCAD Civil 3D file PDF.

Prior to performing the surveying services, it will be necessary for OUA to contact Sunshine One-Call in order to obtain a locate ticket for the marking and flagging of existing buried utilities. This information will then be utilized by BSM to assist in accurately depicting existing utilities within the project area.

TASK 2: DESIGN SERVICES

HCE staff will review survey and other record information provided by OUA to understand the extent of the existing wastewater infrastructure in the area. HCE will determine which properties within the project area do not currently have wastewater service and whether they are residential, commercial, or industrial land use types. HCE will also evaluate OUA's proposed sewer system that will connect to the proposed Mallard Landing gravity sewer system. The proposed inverts of the receiving manholes will be verified to ensure that there is adequate depth for the connection of OUA's proposed sewer at the required slopes.

HCE will also consider the current and future needs for wastewater service in this area and will determine expected flow projections based on current development and land use classifications. These flow projections will be used to evaluate the impact to OUA's receiving lift station NW-3, which will collect flows from this proposed project as well as the Mallard Landing subdivision. This information will be provided to OUA via a written summary provided via email.

HCE shall develop bidding and contract documents including detailed technical specifications and drawings depicting the work. The standard OUA bidding and contract documents will be utilized by HCE in preparing the documents. It is anticipated that approximately 8 drawings will be developed as follows:

General

- G-1 Cover
- G-2 Legend, Abbreviations and Construction Notes
- G-3 Key Sheet

Civil

- C-1 Gravity Sewer Plan & Profile View 1
- C-2 Gravity Sewer Plan & Profile View 2
- C-3 Gravity Sewer Plan & Profile View 3

Details

- D-1 Civil/Pipe Details 1
- D-2 Civil/Pipe Details 2

HCE shall prepare and submit 90% and final design documents for OUA review. Final bidding documents and technical specifications will be updated and submitted based on OUA's comments on each submittal. HCE will meet with OUA to review OUA's comments.

HCE will develop an estimated construction cost for the project to accompany the final documents.

Engineering plans will be prepared on a 1" = 20' scale on 24" X 36" sheets (1" = 40' on 11" x 17" sheets) depicting the gravity sewer improvements. The gravity sewer improvements will be shown in plan and profile view. Conflicts with existing utilities will be addressed on the plan sheets with conflict box callouts showing the proposed pipes and existing utilities identifying separation distances and elevations. OUA Standard Specifications and Details will be incorporated and utilized in the engineering plans and specifications.

TASK 2: PERMITTING SERVICES

HCE shall prepare and submit the following permit applications for construction of the gravity sewer improvements:

- Florida Department of Environmental Protection (FDEP) Notification/Application for Constructing a Domestic Wastewater Collection/Transmissions System.

HCE will coordinate with the permitting agency during the review process on a regular basis in an effort to keep the project on schedule and respond to their review comments. HCE will respond to requests for information (RFIs) from the agency.

TASK 3: SERVICES DURING BIDDING

HCE will perform, as required by OUA, the following services during the bidding phase of the Project:

1. Prepare bid documents including drawings and specifications.
2. Prepare bid advertisement and provide bid documents to bidders.

3. Conduct a pre-bid meeting and issue meeting minutes to all plan holders.
4. Respond to bidder's questions and issue addenda as necessary to clarify the bid documents.
5. Attend the bid opening and prepare the bid tabulation form.
6. Evaluate the bids including contacting contractor references and prepare a recommendation of award to the lowest responsive, responsible bidder.

TASK 4: ENGINEERING SERVICES DURING CONSTRUCTION

HCE will provide the following services:

- HCE shall conduct a pre-construction meeting and prepare a meeting agenda and prepare and distribute minutes.
- HCE shall review and process shop drawings and other submittals.
- HCE shall provide general construction and contract administration and correspondence.
- HCE will provide periodic during stages of the construction process where OUA cannot be present (estimated eight (4) four-hour inspections on Fridays and or weekends). OUA will be responsible for the overall construction observation of the project.
- HCE shall review contractor's pay requests (4 application for payments estimated).
- HCE shall provide interpretations of drawings, technical specifications, and Contract Documents and respond to requests for information (RFIs) as required (2 RFIs estimated).
- HCE shall prepare work change directives and change orders if required (one change order estimated).
- HCE shall review and approve record drawings and close-out documents provided by the contractor.
- HCE shall attend a substantial completion walkthrough, prepare a punchlist of incomplete or deficient items, and monitor the completion of the punchlist.
- HCE shall submit certification documentation and close-out the FDEP permit.

III. OUA RESPONSIBILITIES

The OUA will provide specific data and activities for the project. Such data and activities shall include as a minimum the following information as available:

1. Payment for any permitting fees.
2. Prompt review of all deliverables.
3. Participation of key personnel at progress meetings.
4. Provide construction observation services.

IV. DELIVERABLES

The following deliverables will be provided to OUA:

1. Final survey files.
2. 90-percent, and final plans and technical specifications. An electronic copy of the plans and specifications will be submitted for each submittal. Electronic file of the final cost estimate.
3. Copies of all shop drawings, submittals, RFI's correspondence, record drawings, , etc. submitted by the Contractor.
4. One digital copy of all final construction plans and specifications in PDF, Microsoft Word and AutoCAD.

V. TIME OF COMPLETION

HCE shall complete the project as outlined below in the project schedule.

- Task 1 – Surveying Services – 4 weeks from Notice to Proceed
- Task 2 – Engineering Design Services
 - 90% plans and specifications– 4 weeks from receipt of survey
 - 100% plans and specifications– 2 weeks after receipt of comments on the 90% submittal
- Task 3 – Permitting Services – Submit with 90% Design Documents
- Task 4 – Bidding Services – 1 month from advertisement
- Task 5 – Engineering Services During Construction – 120 days from contractor's Notice to Proceed

VI. SCHEDULE OF FEES

Proposed labor costs for engineering services (Lump Sum) are tabulated below and detailed in Attachment A.

TASK	ENGINEERING FEE
Task 1 – Surveying Services	\$9,570
Task 2 –Design Services	\$19,700
Task 3 – Permitting Services	\$2,790
Task 4 – Bidding Services	\$3,900
Task 5 – Engineering Services During Construction	\$23,800
TOTAL LUMP SUM	\$59,760

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

HOLTZ CONSULTING ENGINEERS, INC.

By: _____
Christine Miranda, PE, Vice President

Date: _____

OKEECHOBEE UTILITY AUTHORITY

By: _____

Date: _____

**ATTACHMENT B
MALLARD LANDING GRAVITY SEWER EXTENSION**

Task	Item	Principal	Associate Engineer	Project Engineer	Senior Designer	Construction Manager	Admin Support	Subconsultant	Item Cost (Note Subconsultant fee is marked up 10%)	Task Cost	
		\$250	\$210	\$140	\$135	\$140	\$85	--			
Rate		Hours							Fees		
1. Surveying	Surveying Services			1	2		1	\$8,250.00	\$9,570.00	\$9,570.00	
2. Design	Flow analysis	2	8	16					\$4,420.00	\$19,700.00	
	90% General Drawings		1		2				\$480.00		
	90% Civil Drawings	1	2	16	40				\$8,310.00		
	90% Detail Drawings		1		2				\$480.00		
	90% Specifications		4	8					\$1,960.00		
	100% General Drawings				1				\$135.00		
	100% Civil Drawings	1	2	4	8				\$2,310.00		
	100% Detail Drawings				1				\$135.00		
	100% Specifications		2	4					\$980.00		
	100% Cost Estimate		1	2					\$490.00		
3. Permitting	Prepare FDEP Application and Respond to RFIs		4	12	2				\$2,790.00	\$2,790.00	
4. Bidding/Procurement Services	Prepare, Attend Pre-Bid Meeting and Agenda		2	4			2		\$1,150.00	\$3,900.00	
	Issue Addenda		2	4			2		\$1,150.00		
	Prepare Bid Tab and Recommendation of Award		1	4					\$770.00		
	Assist with Contract Execution, NTP		1	2			4		\$830.00		
6. Engineering Services During Construction	Pre-Construction Meeting Agenda, Attend and Minutes		2	4		2			\$1,260.00	\$23,800.00	
	Coordinate with Owner/Administer Construction Contract		8	24		8			\$6,160.00		
	Review Submittals		4	10		4			\$2,800.00		
	Respond to RFIs (Assume 2)		1	4		2			\$1,050.00		
	Review Pay Requests (Assume 4)		2	8		4			\$2,100.00		
	Review CO Issues and Issue COs (Assume 1)		2	4		4			\$1,540.00		
	General Inspections Const. (Speciality Inspections - Friday/Weekend not covered by OUA - assume eight (4) four hour inspections)						32		\$4,480.00		
	Substantial Completion Inspection and Issue Punchlist		1	4		4			\$1,330.00		
	Closeout of Permits		1	4					\$770.00		
	Monitor Punchlist Through Final Completion			2		4			\$840.00		
	Review Contractor Record Drawings		1	2		2			\$770.00		
Contract Closeout Activities		2	2					\$700.00			
		4	55	145	58	66	9	\$8,250.00	Total Engineering Fee	\$59,760.00	

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 22

OCTOBER 29, 2024

GLADES COUNTY FRANCHISE AGREEMENT

The Glades County BOCC on September 23, 2024, adopted the attached Ordinance. The Glades County Attorney has asked that the OUA Board review and discuss the Ordinance and if acceptable, to please execute page 4 and return for final completion and execution. The OUA attorney has reviewed the attachment.

ORDINANCE NO. 2024-24

AN ORDINANCE AMENDING GLADES COUNTY ORDINANCE NO. 93-4, AS AMENDED, TO EXTEND THE TERM OF THE FRANCHISE; PROVIDING FOR AUTHORITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Glades County, Florida, adopted Ordinance No. 93-4 on the 24th day of May, 1993; and

WHEREAS, Ordinance No. 93-4 granted to Okeechobee Beach Water Association, Inc., a Florida corporation, its successors and assigns, a non-exclusive right, privilege or franchise, to construct, maintain and operate a water system supplying water within the franchise service area described in Appendix B of Ordinance No. 93-4; and

WHEREAS, Glades County's adoption of Ordinance No. 93-4 and the Okeechobee Beach Water Association's acceptance of the terms of the said franchise was specifically recognized in Ordinance No. 93-4 as creating a franchise agreement between Glades County and Okeechobee Beach Water Association, Inc.; and

WHEREAS, the Okeechobee Beach Water Association, Inc., assigned all of its rights, duties and privileges under the franchise and the franchise agreement created by Ordinance No. 93-4 to its successor, the Okeechobee Utility Authority (hereinafter "OUA"), which is an independent special district created by an interlocal agreement between the City of Okeechobee, Okeechobee County and Okeechobee Beach Water Association under the provisions of Chapter 163, Florida Statutes; and

WHEREAS, the length of the franchise created by Ordinance No. 93-4 was for a term of thirty (30) years from the date of acceptance of the franchise by the Okeechobee Beach Water Association, Inc. which occurred on May 24, 1993; and

WHEREAS, Glades County and OUA, as successor to Okeechobee Beach Water Association, desires to extend the thirty (30) year franchise term created by Ordinance No. 93-4 for an additional continuous time period through September 30, 2026.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Glades County, Florida, as follows:

Section 1 - Recitals. The above recitals are true and correct and are incorporated herein and made a part hereof as though fully set forth below.

Section 2 - Authority. This Ordinance is enacted pursuant to the provisions of Chapter 125 and Chapter 163, Florida Statutes, the Glades County Code and other applicable provisions of the law.

Section 3 – Extension of Term of Franchise. An extension of the franchise term created by Ordinance No. 93-4 is hereby granted to OUA for an additional uninterrupted/continuous time period through September 30, 2026; therefore, the second sentence of Section 2.03 of Ordinance No. 93-4 is hereby deleted in its entirety and is hereby replaced and amended to read as follows: “Such franchise shall continue in full force and effect continuously through September 30, 2026, beginning with the date of such acceptance.”

Section 4 – Acceptance of Extension of Term of Franchise by OUA. Upon written acceptance of this Ordinance by OUA, this Ordinance shall be construed as and shall constitute an extension of the term of the Franchise Agreement that was initially created and accepted by Okeechobee Beach Water Association on May 24, 1993, as the predecessor of OUA.

Section 5 - Conflict. All ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 6 - Codification. It is hereby the intent of the Board and it is hereby provided that the provisions of this Ordinance may become and be made a part of the Code of Glades County, Florida.

Section 7 - Scrivener’s Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the County Manager, or the County Manager’s designee, without the need of public hearing, by filing a corrected or re-codified copy of the same with the County Clerk.

Section 8 - Severability Clause. If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

Section 9 - Effective Date. This Ordinance shall take effect upon the adoption of this Ordinance by the Board of County Commissioners of Glades County, Florida, and upon filing a certified copy hereof with the Florida Department of State.

The foregoing Ordinance was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____, and being put to vote, the vote was as follows:

Timothy (Tim) Stanley	_____
Hattie Taylor	_____
Tony Whidden	_____
Jerry (Gator) Sapp	_____
Vacant	_____

This Ordinance was duly passed and adopted the ____ day of _____, 2024.

GLADES COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
Timothy (Tim) Stanley, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Richard W. Pringle, County Attorney

ATTEST:

SEAL:

Tami P. Simmons, Clerk of Courts

Agreement by Okeechobee Utility Authority (“OUA”)

For and in consideration of the covenants and agreements of the County described in the above Ordinance No. 2024-24 related to the extension of the term of the franchise in favor of the Okeechobee Utility Authority, the Okeechobee Utility Authority accepts and agrees to the extension of the term of the franchise agreement for a continuous and uninterrupted time period from May 24, 1993, through September 30, 2026. Further, Okeechobee Utility Authority agrees to be bound by and comply in all respects with the covenants, agreements and obligations of the Okeechobee Utility Authority as the successor of Okeechobee Beach Water Association, Inc. described in Ordinance 93-4, as amended, as the terms and obligations of a binding and enforceable agreement of the County and the Okeechobee Utility Authority.

OKEECHOBEE UTILITY AUTHORITY

By: _____
Print name: _____
Title: _____
Date: _____

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 23

OCTOBER 29, 2024

FY24 MERIT RAISE SUMMARY

The FY24 Budget allowed for a merit allowance for those qualified employees.

Please find attached a summary detail of the employee scores obtained per the merit evaluations. The summary depicts the individual employee scores in each Department.

The merit evaluations were conducted by departmental supervisors. Each supervisor was given an evaluation sheet for each employee. There is a separate evaluation sheet for each department. After completion of the sheet by the supervisor, the supervisor is to meet with each employee to discuss evaluation. The employee also has the opportunity to discuss the evaluation with the supervisor. At the conclusion, all parties sign the evaluation and it is forwarded to Human Resources for final review and tabulation of departmental scores.

The allowable merit allowance salary for each department is distributed among the qualified departmental employees based upon a scoring algorithm using the merit score achieved by the employee relative to other scores in the department. On an individual basis, a specific employee may actually receive a merit increase different than the budgetary allocation, but the departmental total should be at the budgetary total.

This agenda item is provided for discussion purposes.

Okeechobee Utility Authority FY24 Evaluation Summary

Emp # Eval Dept # Score % of Change

Executives				High %	Avg %	Low %	Emp Evaluated	Not Evaluated	Why	No Eval
283	110	656	2.23%	2.79	2.51	2.23	1		New Hire	
135	110	763	2.79%							
235	220		0.00%							
Managers / Supervisors				High %	Avg %	Low %	Emp Evaluated	Not Evaluated	Why	No Eval
238	220	690	2.99%	2.99	2.54	1.95	0			
156	330	637	2.21%							
149	420	689	2.82%							
145	520	679	2.32%							
117	620	573	1.95%							
356	220	682	2.98%							
Accounting				High %	Avg %	Low %	Emp Evaluated	Not Evaluated	Why	No Eval
325	240	545	2.34%	2.67	2.50	2.34	0			
284	240	589	2.67%							
Front Office Staff				High %	Avg %	Low %	Emp Evaluated	Not Evaluated	Why	No Eval
347	230	436	2.85%	3.04	2.54	2.13	0			
267	230	465	2.51%							
125	230	454	2.27%							
355	230	465	3.04%							
144	230	471	2.13%							
316	230	578	2.45%							
Maintenance Dept.				High %	Avg %	Low %	Emp Evaluated	Not Evaluated	Why	No Eval
294	330	597	2.94%	3.12	2.56	1.94	4		3 New Hires	1 Term
365	330		0.00%							
102	330	645	2.25%							
183	330	645	2.43%							
309	330	433	2.20%							
364	330		0.00%							
361	330		0.00%							
312	330	561	3.12%							
114	330	626	2.30%							
358	330	541	3.12%							
289	330	608	2.88%							
293	330	511	2.55%							
130	330	657	1.94%							
357	330	539	3.02%							
291	330	523	2.39%							
245	330	630	2.36%							
173	330	640	2.17%							
341	330		0.00%							
318	330	567	2.79%							
Meter Reader Dept.										
363	430		0.00%	2.68	2.51	2.35	2		New Hires	
327	430	588	2.68%							
275	430	611	2.35%							
360	430		0.00%							
Water Plant				High %	Avg %	Low %	Emp Evaluated	Not Evaluated	Why	No Eval
274	530	561	2.37%	2.83	2.52	2.15	0			
336	530	656	2.71%							
346	530	683	2.83%							
349	530	581	2.71%							
258	530	694	2.15%							
241	530	640	2.38%							
337	530	641	2.66%							
252	530	626	2.24%							
352	530	562	2.67%							
Wastewater Plant				High %	Avg %	Low %	Emp Evaluated	Not Evaluated	Why	No Eval
306	330	867	3.03%	3.16	2.55	2.03	1		Part Time	
242	630	684	2.03%							
320	630	745	3.16%							
301	630	671	2.29%							
254	630	730	2.50%							
354	630	648	2.75%							
344	630		0.00%							
166	630	784	2.10%							

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 24

OCTOBER 29, 2024

RATES, FEES & CHARGES DISCUSSION

The Schedule of Rates, Fees & Charges have been reduced by 75% for several years. This reduction has been accomplished by annual resolutions which were set to be eliminated at the end of the fiscal year if they were not reinstated by a new annual resolution. At the scheduled OUA Board meeting on August 29, 2024, the Board agreed that there would not be a new annual resolution and that full fees would be set for the fiscal year 2025. By adopting this measure, two issues were satisfied:

- OUA staff could finalize the FY25 budget based upon the rates, fees & charges issue set at 100%; and
- OUA staff could notify customers in the SWSA by letter advising them of this change to the rate schedule and publicly (newspaper, social media, etc.) address the change for all OUA customers.

Letters went out on September 5th as general mail. Between September 5th to September 30th, the OUA received the following:

SWSA

127 – Paid in full

116 – Payment Agreements

SW 5th Avenue Septic to Sewer Project

31 – Paid in full

7 – Payment Agreement

Treasure Island Septic to Sewer Project

7 – Paid in full

4 – Payment Agreement

Other

2 – MTAR, Payment Agreement

1 – High Bill, Payment Agreement

3 – King's Bay WM Project, Paid in full

During the +20 days the SWSA customers had to respond, there were 243 accounts out of the 367 letters sent out that made it in to the OUA office (approximately 66%).

After the September 30th deadline, I personally have spoken to three customers, 2 that knew of the deadline but did not come in on time and one who was out of town during those +20 days mentioned above. Of the two who missed the deadline, one just forgot and the other said she

received information from an online 3rd party source that stated the OUA office was closed when it was open. OUA office staff estimated they spoke to maybe 25 other people.

Staff was asked to consider the impact of providing additional time for customers to respond, could that be done and what would it take. OUA Board action at a minimum is needed.

- Schedule a Public Hearing for the November 19th OUA Board meeting; and
- Provide a Resolution that would set a reduced fee structure for a specific time period, October 1, 2024 through December 31, 2024, where on January 1, 2025, the fee structure would return to the 100% values;
- Direct staff to contact those customers that paid the full or entered in to a payment agreements for full fees that they have an option for reduced fees set by the November resolution. They can have a refund (if originally paid in full) or a new payment plan;
- Notify all remaining SWSA customers that have not responded to allow them this time to take advantage of the reduced fees;
- Staff to post notices on OUA social media sites, newspaper or possibly monthly billing of the reduced fees till the terminal date established by resolution.

Two other questions have been individually asked to OUA staff:

- Why did the OUA take fees from those addresses where projects were not under construction;
- OUA staff should have reached out to customers that were known to the OUA as previous failures to connect (City sewer areas, Whispering Pines, etc.).

This agenda item was asked to be included for discussion purposes.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 25

OCTOBER 29, 2024

PUBLIC COMMENTS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 26

OCTOBER 29, 2024

ITEMS FROM THE ATTORNEY

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 27

OCTOBER 29, 2024

ITEMS FROM THE EXECUTIVE DIRECTOR

Southwest Wastewater Service Area

- Project 1
 - Force Main SE2 Interconnect
Under Design
- 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
 - 90% Plans Reviewed

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)
 - Contractor reached Substantial Completion June 28, 2024
 - Punchlist items being completed & project closeout

SW 5th Ave Wastewater System Improvements

- Design review at 30%

US441SE Water Main Extension

- Construction underway

Treasure Island Septic to Sewer Project

- Initial 30% force main and north collection layout received & reviewed by OUA
- South Vacuum system under design
- Acquiring easements

SR 78W Water Main Improvements Project

- Construction Notice to Proceed issued

TCI Septic to Sewer Connections

- Notice to Proceed issued, construction approximately at 50%

General Information

- Presentation to City of Okeechobee Council October 15th
- OCEDC meeting Oct 23rd

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 28

OCTOBER 29, 2024

ITEMS FROM THE BOARD